

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

CONTRACT

29182

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2
3 THIS CONTRACT is made and entered, in duplicate, as of March 3, 2005 for
4 reference purposes only, pursuant to a minute order adopted by the City Council of the City
5 of Long Beach at its meeting held on March 1, 2005, by and between TRUGREEN
6 LANDCARE, a California general partnership, whose address is 1367 West Ninth Street,
7 Upland, California 91786 ("Contractor"), and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Annual Contract for
10 Tree Trimming Services in the City of Long Beach, California," dated November 19, 2004,
11 and published by the City, bids were received, publicly opened and declared on the date
12 specified in said Notice; and

13 WHEREAS, the City Manager accepted the bid of the Contractor; and

14 WHEREAS, the City Council authorized the City Manager to enter a contract
15 with Contractor for the work described in Plans & Specifications No. R-6671;

16 NOW, THEREFORE, in consideration of the mutual terms and conditions
17 herein, the parties agree as follows:

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment, and transportation for the
20 work described in "Plans & Specifications No. R-6671 for the Annual Contract for Tree
21 Trimming Services in the City of Long Beach, California," said work to be performed
22 according to the Contract Documents identified below. However, this Contract is intended
23 to provide to the City complete and finished work and, to that end, Contractor shall do
24 everything necessary to complete the work, whether or not specifically described in the
25 Contract Documents.

26 2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for
27 materials and work identified in Contractor's "Bid for the Annual Contract for Tree Trimming
28 Services in the City of Long Beach, California," attached hereto as Exhibit "A".

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1 Contractor shall submit requests for progress payments and City will make
2 payments in due course of payments in accordance with Section 9 of the Standard
3 Specifications for Public Works Construction (latest edition).

4 3. CONTRACT DOCUMENTS. The Contract Documents include: The
5 Notice Inviting Bids, Plans & Specifications No. R-6671 (which may include by reference
6 the Standard Specifications for Public Works Construction, latest edition, and any
7 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach
8 Standard Plans; Plans and Drawings No. [None] for this work; the California Code of
9 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;
10 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,
11 Minority and Women-owned Business Enterprise Program; this Contract and all documents
12 attached hereto or referenced herein including but not limited to insurance; Bond for
13 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
14 addenda or change orders issued in accordance with the Standard Specifications; any
15 permits required and issued for the work; approved final design drawings and documents;
16 and the Information Sheet. These Contract Documents are incorporated herein by the
17 above reference and form a part of this Contract.

18 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
19 or inconsistency exists or develops among or between Contract Documents, the following
20 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public
21 agencies; 4) Plans & Specifications No. R-6671; 5) Addenda; 6) Plans and Drawings No.
22 [None]; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other
23 reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting
24 Bids.

25 4. TIME FOR CONTRACT. Contractor shall commence work on a date to
26 be specified in a written "Notice to Proceed" from the City and shall complete all work
27 within three hundred sixty-five (365) calendar days thereafter, subject to strikes, lockouts
28 and events beyond the control of Contractor. Time is of the essence hereunder. City will

1 suffer damage if the work is not completed within the time stated, but those damages
2 would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
3 damages, the amount stated in the Contract Documents.

4 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
5 acceptance of any work or the payment of any money by the City shall not operate as a
6 waiver of any provision of any Contract Document, of any power reserved to the City, or
7 of any right to damages or indemnity hereunder. The waiver of any breach or any default
8 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

9 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently herewith,
10 Contractor shall submit certification of Workers' Compensation coverage in accordance
11 with California Labor Code Sections 1860 and 3700, a copy of which is attached hereto as
12 Exhibit "B".

13 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time upon
14 the City by Contractor for and on account of any extra or additional work performed or
15 materials furnished, unless such extra or additional work or materials shall have been
16 expressly required by the City Manager and the quantities and price thereof shall have
17 been first agreed upon, in writing, by the parties hereto.

18 8. CLAIMS. Contractor shall, upon completion of the work, deliver
19 possession thereof to the City ready for use and free and discharged from all claims for
20 labor and materials in doing the work and shall assume and be responsible for, and shall
21 protect, defend, indemnify and hold harmless the City from and against any and all claims,
22 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
23 persons, or damages to property, including property of the City, which arises from or is
24 connected with the performance of the work.

25 9. INSURANCE. Prior to commencement of work, and as a condition
26 precedent to the effectiveness of this Contract, Contractor shall provide to the City
27 evidence of all insurance required in the Contract Documents.

28 In addition, Contractor shall complete and deliver to the City the form

1 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply with
2 Labor Code Section 2810.

3 10. WORK DAY. Contractor shall comply with Sections 1810 through 1815
4 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a penalty
5 to the City, the sum of Twenty-five Dollars (\$25) for each worker employed by Contractor
6 or any subcontractor for each calendar day such worker is required or permitted to work
7 more than eight (8) hours unless that worker receives compensation in accordance with
8 Section 1815.

9 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing
10 wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50) for each
11 laborer, worker or mechanic employed for each calendar day, or portion thereof, that such
12 laborer, worker or mechanic is paid less than the prevailing wage rates for any work done
13 by Contractor, or any subcontractor, under this Contract.

14 12. COORDINATION WITH GOVERNMENTAL REGULATIONS. If the work
15 is terminated pursuant to an order of any Federal or State authority, Contractor shall accept
16 as full and complete compensation under this Contract such amount of money as will equal
17 the product of multiplying the Contract price stated herein by the percentage of work
18 completed by Contractor as of the date of such termination, and for which Contractor has
19 not been paid. If the work is so terminated, the City Engineer, after consultation with
20 Contractor, shall determine the percentage of work completed and the determination of the
21 City Engineer shall be final.

22 If Contractor is prevented, in any manner, from strict compliance with the
23 Plans and Specifications due to any Federal or State law, rule, or regulation, in addition to
24 all other rights and remedies reserved to the parties City may by resolution of the City
25 Council suspend performance hereunder until the cause of disability is removed, extend
26 the time for performance, make changes in the character of the work or materials, or
27 terminate this Contract without liability to either party.

28 13. NOTICES. A. Any notice required hereunder shall be in writing and

1 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
2 to Contractor at the address first stated herein, and to the City at 333 West Ocean
3 Boulevard, Long Beach, California 90802 Attn: City Manager. Notice of change of address
4 shall be given in the same manner as stated herein for other notices. Notice shall be
5 deemed given on the date deposited in the mail or on the date personal delivery is made,
6 whichever first occurs.

7 B. Except for stop notices and claims made under the Labor Code, the City
8 will notify Contractor when the City receives any third party claims relating to this Contract
9 in accordance with Section 9201 of the Public Contract Code.

10 14. BONDS. Contractor shall, simultaneously with the execution of this
11 Contract, execute and deliver to the City a good and sufficient corporate surety bond, in
12 the form attached hereto and in the amount specified therein, conditioned upon the faithful
13 performance of this Contract by Contractor, and a good and sufficient corporate surety
14 bond, in the form attached hereto and in the amount specified therein, conditioned upon
15 the payment of all labor and material claims incurred in connection with this Contract.

16 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
17 of the moneys that may become due Contractor hereunder may be assigned by Contractor
18 without the written consent of the City first had and obtained, nor will the City recognize any
19 subcontractor as such, and all persons engaged in the work of construction will be
20 considered as independent contractors or agents of the Contractor and will be held directly
21 responsible to Contractor.

22 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause
23 each subcontractor to keep an accurate payroll record in accordance with Division 2,
24 Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record
25 to City in the manner provided herein for notices shall entitle City to withhold the penalty
26 prescribed by law from progress payments due to Contractor.

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the
28 contrary in the Standard Specifications, Contractor shall have the responsibility, care and

1 custody of the work. If any loss or damage occurs to the work that is not covered by
2 collectible commercial insurance, excluding loss or damage caused by the negligence or
3 willful misconduct of City, earthquake, or flood, then Contractor shall immediately make the
4 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
5 the City whole or pay, then City may do so and the cost and expense of doing so shall be
6 deducted from the amount due Contractor from City hereunder.

7 18. CONTINUATION. Termination or expiration of this Contract shall not
8 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
9 prior to termination or expiration of this Contract.

10 19. TAXES AND TAX REPORTING. A. As required by federal and state
11 law, City is obligated to report the payment of compensation to Contractor on
12 Form 1099-Misc. and Contractor acknowledges that Contractor is not entitled to payment
13 under this Contract until it has provided its Employer's Identification Number to the City.
14 Contractor shall be solely responsible for payment of all federal and state taxes resulting
15 from payments under this Contract.

16 B. Contractor shall cooperate with the City in all matters relating to taxation
17 and the collection of taxes, particularly with respect to the self-accrual of use tax.
18 Contractor shall cooperate as follows: (i) for all leases and purchases of materials,
19 equipment, supplies, or other tangible personal property totaling over \$100,000 shipped
20 from outside California, a qualified Contractor shall complete and submit to the appropriate
21 governmental entity the form in Appendix "A" attached hereto; and (ii) for construction
22 contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a
23 sub-permit from the California Board of Equalization for the Work site. "Qualified" means
24 that the Contractor purchased at least \$500,000 in tangible personal property that was
25 subject to sales or use tax in the previous calendar year.

26 In completing the form and obtaining the permit(s), Contractor shall use the
27 address of the Work site as its business address and may use any address for its mailing
28 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.

1 The form must be submitted and the permit(s) obtained as soon as Contractor receives a
2 Notice to Proceed. Contractor shall not order any materials or equipment over \$100,000
3 from vendors outside California until the form is submitted and the permit(s) obtained and,
4 if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor
5 shall make all purchases from the Long Beach sales office of its vendors if those vendors
6 have a Long Beach office and all purchases made by Contractor under this Contract which
7 are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach.
8 Contractor shall require the same form and permit(s) from its subcontractors.

9 Contractor shall not be entitled to and by signing this Contract waives any
10 claim or damages for delay against City if Contractor does not timely submit these forms
11 to the appropriate governmental entity. Contractor may contact the City Controller at
12 (562) 570-6450 for assistance with the form.

13 20. ADVERTISING. Contractor shall not use the name of City, its officials,
14 or employees in any advertising or solicitation for business, nor as a reference, without the
15 prior approval of the City Manager, City Engineer, or designee.

16 21. AUDIT. If payment of any part of the consideration for this Contract is
17 made with federal, state, or county funds and a condition to the use of those funds by City
18 is a requirement that the City render an accounting or otherwise account for said funds,
19 then City shall have the right at all reasonable times to examine, audit, inspect, review,
20 extract information from, and copy all books, records, accounts, and other information
21 relating to this Contract.

22 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
23 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that
24 no special precautions are required to perform said work.

25 23. THIRD PARTY BENEFICIARY. This Contract is intended by the parties
26 to benefit themselves only and is not in any way intended or designed to or entered for the
27 purpose of creating any benefit or right of any kind for any person or entity that is not a
28 party to this Contract.

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1 24. SUBCONTRACTORS. Contractor agrees to and shall bind every
2 subcontractor to the terms of this Contract provided, however, that nothing herein shall
3 create any obligation on the part of City to pay any subcontractor except in accordance
4 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
5 with this Section shall be deemed a material breach of this Contract. A list of
6 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
7 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
8 reference.

9 25. NO DUTY TO INSPECT. No language in this Contract shall create and
10 City shall not have any duty to inspect, correct, warn of, or investigate any condition arising
11 from Contractor's work hereunder, or to insure compliance with laws, rules or regulations
12 relating to said work. If City does inspect or investigate, the results thereof shall not be
13 deemed compliance with or a waiver of any requirements of the Contract Documents.

14 26. GOVERNING LAW. This Contract shall be governed by and construed
15 pursuant to the laws of the State of California (except those provisions of California law
16 pertaining to conflicts of laws).

17 27. INTEGRATION. This Contract, including the Contract Documents
18 identified in Section 3 hereof, constitutes the entire understanding between the parties and
19 supersedes all other agreements, oral or written, with respect to the subject matter herein.

20 28. COSTS. If there is any legal proceeding between the parties to enforce
21 or interpret this Contract or to protect or establish any rights or remedies hereunder, the
22 prevailing party shall be entitled to its costs and expenses, including reasonable attorney's
23 fees.

24 29. NONDISCRIMINATION. In connection with performance of this Contract
25 and subject to federal laws, rules and regulations, Contractor shall not discriminate in
26 employment or in the performance of this Contract on the basis of race, religion, national
27 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. It is the
28 policy of the City to encourage the participation of Disadvantaged, Minority and

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1 Women-owned Business Enterprises and the City encourages Contractor to use its best
2 efforts to carry out this policy in the award of all subcontracts.

3 30. DEFAULT. Default shall include but not be limited to Contractor's failure
4 to perform in accordance with the Plans and Specifications, failure to comply with any
5 Contract Document, failure to pay any penalties, fines or charges assessed against the
6 Contractor by any public agency, failure to pay any charges or fees for services performed
7 by the City, and if Contractor has substituted any security in lieu of retention, then default
8 shall also include City's receipt of a stop notice. If default occurs and Contractor has
9 substituted any security in lieu of retention, then in addition to City's other legal remedies,
10 City shall have the right to draw on the security in accordance with Public Contract Code
11 Section 22300 and without further notice to Contractor. If default occurs and Contractor
12 has not substituted any security in lieu of retention, then City shall have all legal remedies
13 available to it.

14 IN WITNESS WHEREOF, the parties have caused this document to be duly

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executed with all formalities required by law as of the date first stated above.

TRUGREEN LANDCARE, a California general partnership

By: TRUGREEN LANDCARE, LLC, General Partner


July 1, 2005

By: 

Print Name: CHARLES E. DANIEL

Title: Senior V.P. and CFO

July 1, 2005

By: 

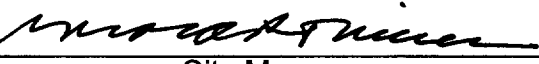
Print Name: Laura J. Sy

Title: ASSISTANT Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

7.19. 2005


By: 

City Manager

"City"

This Contract is approved as to form on 7/7, 2005.

ROBERT E. SHANNON, City Attorney

By: 
Senior Deputy

DFG:rjr 02/18/05;5/26/05 (TRUGREEN) #04-05322
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Exhibit "A"

BIDDER'S NAME: TruGreen LandCare

**BID
FOR THE ANNUAL CONTRACT FOR TREE TRIMMING SERVICES
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on December 15, 2004, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6671 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Phx. Palm	804	Ea	\$41.40	\$ 33,285.60
2.	Cocos Palm	539	Ea	\$41.40	\$ 22,314.60
3.	Wash. Rob.	1167	Ea	\$41.40	\$ 48,313.80
4.	Wash. Fillifra	88	Ea	\$41.40	\$ 3,643.20
5.	Trac. Palm	35	Ea	\$41.40	\$ 1,449.00
6.	Ficus	662	Ea	\$41.40	\$ 27,406.80
7.	Carob	233	Ea	\$41.40	\$ 9,646.20
8.	Jacaranda	1358	Ea	\$41.40	\$ 56,221.20
9.	Par. Elm	979	Ea	\$41.40	\$ 40,530.60
10.	Sycamore	964	Ea	\$41.40	\$ 39,909.60

11.	Tristania	1246	Ea	\$41.40	\$ 51,584.40
12.	Alder	305	Ea	\$41.40	\$ 12,627.00
13.	Mod. Ash	249	Ea	\$41.40	\$ 10,308.60
14.	Pittusporum	92	Ea	\$41.40	\$ 3,808.80
15.	C. Cherry	164	Ea	\$41.40	\$ 6,789.60
16.	Bauhinia	202	Ea	\$41.40	\$ 8,362.80
17.	Liq. Ambar	1003	Ea	\$41.40	\$ 41,524.20
18.	Melaleuca	16	Ea	\$41.40	\$ 662.40
19.	Bottle Brush	5	Ea	\$41.40	\$ 207.00
20.	Q. Ilex	415	Ea	\$41.40	\$ 17,181.00
21.	Zelkova	198	Ea	\$41.40	\$ 8,197.20
22.	Magnolia	1426	Ea	\$41.40	\$ 59,036.40
23.	Shamel Ash	81	Ea	\$41.40	\$ 3,353.40
24.	Brazilian Pepper	687	Ea	\$41.40	\$ 28,441.80
25.	Pear	75	Ea	\$41.40	\$ 3,105.00

26.	Plum	75	Ea	\$41.40	\$ 3,105.00
27.	Maple	160	Ea	\$41.40	\$ 6,624.00
28.	Koel.	453	Ea	\$41.40	\$ 18,754.20
29.	Caupania	148	Ea	\$41.40	\$ 6,127.20
30.	Podocarpus	218	Ea	\$41.40	\$ 9,025.20
31.	Catalpa	39	Ea	\$41.40	\$ 1,614.60
32.	Locust	646	Ea	\$41.40	\$ 26,744.40
33.	Camphor	230	Ea	\$41.40	\$ 9,522.00
34.	Ligust.	155	Ea	\$41.40	\$ 6,417.00
35.	Ginkgo	5	Ea	\$41.40	\$ 207.00
36.	Tulip	38	Ea	\$41.40	\$ 1,573.20
37.	Casurina	28	Ea	\$41.40	\$ 1,159.20
38.	Tipuana	5	Ea	\$41.40	\$ 207.00
39.	Sib. Elm	766	Ea	\$41.40	\$ 31,712.40
40.	C. I. Pine	430	Ea	\$41.40	\$ 17,802.00

41.	Stone Pine	173	Ea	\$41.40	\$ 7,162.20
42.	Harpep.	8	Ea	\$41.40	\$ 331.20
43.	Bottle Tree	458	Ea	\$41.40	\$ 18,961.20
44.	Euc. Cit	352	Ea	\$41.40	\$ 14,572.80
45.	Iron Bark	163	Ea	\$41.40	\$ 6,748.20
46.	Blue Gum	70	Ea	\$41.40	\$ 2,898.00
47.	Silv. Dollar	43	Ea	\$41.40	\$ 1,780.20
48.	Grevillia	34	Ea	\$41.40	\$ 1,407.60
49.	Cal. Pepper	20	Ea	\$41.40	\$ 828.00
50.	Any Other Species Not Listed	100	Ea	\$41.40	\$ 4,140.00
TOTAL AMOUNT BID					\$737,334.00

Where did your company first hear about this City of Long Beach Public Works' project?

Email notification from City of Long Beach

Exhibit "B"

Exhibit "C"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

- A. Policy Number: WC293852501
- B. Name of Insurer (NOT Broker): Zurich American Ins Co
- C. Address of Insurer: 1400 American Ln, Schaumburg, IL 60196
- D. Telephone Number of Insurer: (847) 605-6000

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): To be determined
- B. Automobile Liability Insurance Policy Number: BAP2938531-01
- C. Name of Insurer (NOT Broker): Zurich American Ins Co
- D. Address of Insurer: 1400 American Ln, Schaumburg, IL 60196
- E. Telephone Number of Insurer: (847) 605-6000

3) Address of property used to house workers on this Contract, if any:

N/A

4) Estimated total number of workers to be employed on this Contract: To be determined

5) Estimated total wages to be paid those workers: To be determined

6) Dates (or schedule) when those wages will be paid: Weekly

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: 0

(Attach a list of contractor's license numbers with the names, if known)

8) Taxpayer's Identification Number: [REDACTED]

Exhibit "D"

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name and Address of Subcontractor

Classification or Type of Work

Name None _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

DBE / MBE / WBE / Racial Origin _____
(circle one)

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

DBE / MBE / WBE / Racial Origin _____
(circle one)

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

DBE / MBE / WBE / Racial Origin _____
(circle one)

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

DBE / MBE / WBE / Racial Origin _____
(circle one)

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

DBE / MBE / WBE / Racial Origin _____
(circle one)

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

DBE / MBE / WBE / Racial Origin _____
(circle one)

License No. _____

**** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.**

Appendix "A"

BOE-400-OP (FRONT) REV 1. (10-01)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

Please Type or Print Clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY N/A		SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)		CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE		If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)		
CITY, STATE, & ZIP CODE		NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: (Please check one of the following)

- I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.
- I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

USE TAX DIRECT PAYMENT PERMIT (General Information and Filing Instructions)

Revenue and Taxation Code Section 7051.3 authorizes the State Board of Equalization to issue a "Use Tax Direct Payment Permit" to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a use tax direct payment exemption certificate which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a use tax direct payment permit, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a use tax direct payment permit, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tax direct payment permit and exemption certificate will be mailed to the applicant.

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 942879, Sacramento, CA 94279-0044.

Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. _____
issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to
report and pay directly to the State the applicable use tax with respect to the property described
herein which I shall purchase from:

N/A

(Name of Vendor)

(Address of Vendor)

In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree
that in addition to the tax liability, I will be liable for applicable interest and the amount due may be
subject to penalties.

Description of property to be purchased:

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

This exemption certificate when timely taken in good faith from a person who holds a use tax direct
payment permit relieves a vendor from the requirement to collect and remit USE TAX on sales or leases
of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of
the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any
SALES TAX obligations. Generally, this certificate should be accepted only by out-of-state vendors or by
lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on
their sales and use tax returns for any sales made under this certificate.

Vendors must retain a completed copy of this certificate in their files for a period of not less than four
years to substantiate the exempt status of sales made under its authority.

This Exemption Certificate has been approved by the California State Board of Equalization.

Approved By: _____
(Deputy Director, Sales and Use Tax Department)

Date: _____

Questions regarding this form should be directed to 800 400-7115, or write to the Board of Equalization, Audit
Evaluation and Planning Section, MIC 40, P.O. Box 942879, Sacramento, Ca 94279-0040.

THIS FORM MAY BE REPRODUCED

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code §405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

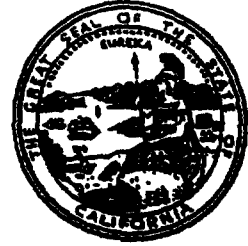
The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: **Sales and Use Tax**, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; **Excise Taxes, Fuel Taxes and Environmental Fees**, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; **Property Taxes**, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

¹All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION
USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER _____

DRAFT

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

AS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051.3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALIFORNIA

THIS PERMIT IS NOT A SELLERS PERMIT TO ENGAGE IN SALES OF TANGIBLE PERSONAL PROPERTY

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-DPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code, Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45999; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751; Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381; Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161; Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This information is used for the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting taxes and for tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

*All references are to the California Revenue and Taxation Code, unless otherwise indicated

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, TRUGREEN LANDCARE A CALIFORNIA GENERAL PARTNERSHIP, as PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, located at One Tower Square Hartford, CT 06183, a corporation, incorporated under the laws of the State of CT, and having been authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Seven Hundred Thirty Seven Thousand Three Hundred Thirty Four Dollars) DOLLARS (\$737,334.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal, as Contractor, has been awarded and is about to enter into the annexed contract, which is incorporated herein by this reference, with said City of Long Beach for the Annual contract for Tree Trimming Services, and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor, or any subcontractor of said Principal, fails to pay for any supplies, materials, teams, equipment, or power used or consumed in, upon, for or about the performance of the work contracted to be done, or for any work, services, or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any supplies, materials, teams, equipment, or power used or consumed in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work, services, or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void.

PROVIDED, that any modifications of, or alterations or changes which may be made in said contract, or in any of the work, services, or labor required to be done thereunder, or in any of the supplies, materials, or other articles required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument under their respective hands and seals, and with all the formalities required by law on this 18th day of March, 2005.

TRUGREEN LANDCARE A CALIFORNIA GENERAL PARTNERSHIP
TRUGREEN LANDCARE A CALIFORNIA GENERAL PARTNERSHIP CONTRACTOR/PRINCIPAL
By: X
Name: CHARLES E. DANIEL
Title: SR. Vice President, CEO & Treasurer

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SURETY
By: Paula Hall
Name: Paula Hall
Title: Attorney-in-Fact
Telephone: 630 961 7051

Approved in form this 7th day of July, 2005

ROBERT E. SHANNON, City Attorney
By: [Signature] Senior Deputy

Approved as to sufficiency this 11 day of July, 2005

By: [Signature] CITY ENGINEER

NOTE:

- 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
- 2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TENNESSEE)
COUNTY OF SHELBY)

On March 18, 2005, before me Norma Cronin, a notary public in and for said County, personally appeared Paula Hall, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Norma Cronin



**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Norma Cronin, Karen M. Crawford, Paula Hall, Chrisla Petro-Roy, of Memphis, Tennessee,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto *not exceeding the sum of ONE MILLION (\$1,000,000,00) DOLLARS per bond* and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 30th day of March, 2004.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 30th day of March, 2004 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 18th day of March 2005.



By *Tim Johanson*
Kori M. Johanson
Assistant Secretary, Bond

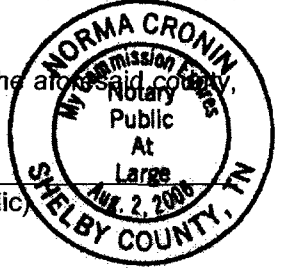
State of TENNESSEE
County of SHELBY

On this 18th day of March, 2005, before me personally appeared PAULA HALL, known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the above said county, the day and year in this certificate first above written.

Norma Cronin

(Notary Public)





IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, [TRUGREEN LANDCARE A CALIFORNIA GENERAL PARTNERSHIP], as PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, located at One Tower Square Hartford, CT 06183, a corporation, incorporated under the laws of the State of CT, and having been authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of [Seven Hundred Thirty Seven Thousand Three Hundred Thirty Four and 00/100] DOLLARS (\$737,334.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal, as Contractor, has been awarded and is about to enter into the annexed contract, which is incorporated herein by this reference, with said City of Long Beach for the [Annual contract for Tree Trimming Services], and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor, shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

PROVIDED, that any modifications of, or alterations or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer or Board of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument under their respective hands and seals, and with all the formalities required by law on this 18th day of March, 2005

TRUGREEN LANDCARE A CALIFORNIA [GENERAL PARTNERSHIP] TRUGREEN LANDCARE A CALIFORNIA LLC CONTRACTOR/PRINCIPAL By: X [Signature] Name: CHARLES E. DANIEL Title: Sr. Vice President, CEO & Treasurer

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SURETY By: [Signature] Name: Paula Hall Title: Attorney-in-Fact Telephone: 630 961 7051

Approved [Signature] on this 7th day of July, 2005 ROBERT E. SHANNON, City Attorney By: [Signature] Senior Deputy

Approved as to sufficiency this 11 day of July, 2005 By: [Signature] CITY ENGINEER

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached. 2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.