

WELCOME TO

ULTIMATE LANDSCAPE MANAGEMENT CO., INC.
BUILT ON CUSTOMER SERVICE FOR OVER 30 YEARS

Rancho Dominguez Townhomes Association

**21160 Via Canon
Yorba Linda, California 92887**

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ULTIMATE LANDSCAPE MANAGEMENT CO., INC.

GUARANTEE

We guarantee every new installation for one full year.

If you are not satisfied for any reason when the job is complete, you don't pay until you are. It's that simple!

- Landscape
- Maintenance
- Irrigation
- Drainage
- Aeration
- Snail Abatement
- All Services

If you're not completely satisfied, we're not finished!

ABOUT OUR COMPANY

Ultimate Landscape Management Co., Inc. was established in 1983 by founder James Bernd.

We have built our business on customer service, honesty and integrity.

We provide full service for all aspects of landscaping, irrigation and maintenance.

We service Orange, Los Angeles, Riverside and San Bernardino Counties.

Ultimate Landscape Management Co. is driven to provide you with outstanding landscape service.

We understand our business is serving you.

SERVICE COUPLED WITH EXPERIENCE

MANAGEMENT PERSONNEL COMPOSITION

		YEARS WITH COMPANY	YEARS EXPERIENCE
Office Manager	Janette Martinez	07 years	07 years
Account Manager	Cathy Gutierrez	02 years	05 years
Irrigation Technician	Alfonso Maldonado	22 years	27 years
Mechanic	Juan Alvarez	12 years	19 years
Supervisor	Raul Arellano	11 years	13 years
Supervisor	Vitaliano Pineda	11 years	11 years
Supervisor	Rodolfo Suazo	05 years	05 years
Team Leader	Favian Pineda	21 years	21 years
Team Leader	Nicolas Pineda	16 years	16 years
Team Leader	Julio Espinoza	11 years	11 years
Team Leader	Servando Diaz	10 years	10 years
Team Leader	Abel Martin	09 years	09 years
Team Leader	Juan Pichardo	08 years	08 years

WE ARE LICENSED

Licenses held in the State of California

Contractor State License C-27 Landscaping #598439

Qualified Applicators License #119862

Pest Control Business License #35755

City License per City Worked

DBE, MBE and SBE Certified

WE ARE INVOLVED.....

Association Membership

California Landscape Contractors Association Since 1989

WE ARE BONDED

\$12, 500.00 Bond - American Contractors Indemnity Company

Bond#9079640 Exp. 07/01/15

Telephone#: 1-805-499-1154 Agent: LCIS/Oak Creek Insurance Agency

WE ARE INSURED

Worker's Compensation	Exp. 3/1/14	Statutory	Policy# 22WNG30759	Agent Jennifer Roberts (714) 671-1200
Compensation General Liability, Bodily Injury and Property Damage, Broad Form Property Damage, (Include Completed Operations, Products, Blanket Contractual, Independent Contractor and Personal Injury	Exp. 2/1/14	\$2,000,000 Combined Single Limit Bodily Injury and Property Damage Liability	Policy# CBP8896143	Agent Jennifer Roberts (714) 671-1200
Comprehensive Automobile Liability Bodily Injury and Property Damage Including Owned, Non-Owned and Hired Vehicles.	Exp. 2/1/14	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Liability	Policy# BA8896943	Agent Jennifer Roberts (714) 671-1200

WE'RE THERE WHEN YOU NEED US....

During normal business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday, our office personnel handle service requests, dispatch and other administrative duties. Our office number is (714) 502-9711 and our fax number is (714) 502-9611.

Emergency hours are also a normal part of our operation. Our staff rotates "On-Call" duties making our complete range of service available, in an emergency, 24-hours-a-day, and seven-days-a-week.

LEADING OUR FIELD IN SERVICE

COMPANY PRIDE

Company uniforms on all supervisors, team leaders, and field personnel with professional company logo

COMMUNICATION

T-Mobile cellular phones

SAFETY

Company issued safety and health equipment for all field personnel

EQUIPPED

“Complete” power and hand equipment inventory on each truck

ORGANIZED

“Complete” Rainbird, Toro and Hunter irrigation inventory on each truck

TRAINED

Qualified and trained personnel willing to serve you

COMPUTERIZED

State of the art accounting, computer software and Paperless option

PRODUCTIVITY

Full time mechanic on staff with complete work shop to repair our equipment and trucks

PROVEN

Long term satisfied customers

QUALIFIED / WATER CONSERVATION

Full time irrigation technician on staff with state of the art repair equipment

EXPERIENCED

Successfully owned and operated for over 20 years

116 years of combined management skills on staff

QUALITY CONTROL

Supervisor shall make at least one general inspection of premises per month

DEPENDABLE

Emergency response phone number 24 hours a day 7 days a week

ENVIROMENTALLY CONCERNED

Green Waste recycling program

INSURED

Properly insured worker's compensation, general liability, comprehensive automobile liability and bonded

LANDSCAPE MAINTENANCE AGREEMENT

PROJECT LOCATION

This is a legal document between Ultimate Landscape Management Co., Inc., contractor and **Rancho Dominguez Townhomes Association** owner and is binding once signed.

c/o Golden West Property Management Co.

21160 Via Canon

Yorba Linda, CA

This location is considered Zone: 22

In Sunset's New Western Garden Book

GENERAL REQUIREMENTS:

EMERGENCY TELEPHONE NUMBERS

Contractor shall provide and maintain a current list of emergency numbers for twenty-four (24) hour emergency response. Contractor shall initiate remedial action within two (2) hours from the time of notification and shall notify Owner's representative of action taken by next business day.

24 HOUR PAGER ON CALL: (714) 407-7938

IRRIGATION TECHNICIAN ALFONSO MALDONANDO (714) 402-9085

LANDSCAPE SUPERVISOR RAUL ARELLANO (714) 402-2594

DRESS CODE

For the purpose of employee identification for all personnel working on the Owner's property, the landscape contractor shall provide uniforms and/or other employee identification.

VEHICLE IDENTIFICATION

All service vehicles shall have company name, logo and telephone number on vehicles for identification.

SUPERVISION

A team leader (foreman) will be in charge of team at all times.

PROJECT INSPECTIONS

Field Supervisor will make at least one general inspection of premises per month. Company President is available on scheduled basis monthly or at any time you request his presence.

LICENSING / CERTIFICATION

Contractor shall have and maintain a valid C-27 contractor's license. Contractor shall be licensed by the State of California and registered with the County of Orange as Pest Control Operator in the categories necessary to perform work under this contract and in compliance with governmental requirements.

Ultimate Landscape Management Co., Inc. is also currently certified as a Disadvantaged Business Enterprise (DBE), as a Minority-Owned Business Enterprise (MBE) and as a Small Business Enterprise (SBE) with the State of California.

REPLACEMENTS

As part of this contract, any replacements shall be per original equipment and plant material per original specifications unless directed otherwise in writing by Owners.

MAINTENANCE PERFORMANCE SPECIFICATION:

SCOPE OF WORK

Owner shall provide access for contractor to perform their work and contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in these specifications.

Maintenance of plant material shall include, but not limited to, mowing, trimming, pruning, watering, weed control, cultivation, pest control and clean up by qualified personnel. It is the intent to provide a plant material maintenance program to keep job site in a state of perpetual growth and repair. Irrigation maintenance shall include operation of system, adjustments and minor repair. Dump fees are included in monthly contract fees.

During winter months you may notice a change in the landscape. Please note this is due to the fact that some plants go into a dormant cycle during these months.

TURF GRASS MANAGEMENT

TURF GRASS MOWING, EDGING, AND CLEAN UP REQUIREMENTS

1. Turf grass shall be cut at uniform height with sharp mower blade.
2. Turf grass shall be mowed and properly edged on weekly scheduled, except on rainy days, wet conditions and holidays.

3. All turf grass perimeters adjacent to sidewalks, walkways, paved areas, and/or curbs shall be trimmed with a vertical blade power edger.
4. All turf grass around trees, signs, valve boxes, light post, building structures, and between difficult access locations shall be trimmed with power weed eater.
5. All cuttings shall be cleared from all hardscape areas the same day of mowing.
6. All turf grass cuttings shall be collected and disposed of off-site.
7. Turf grass shall be treated with herbicides for the control of broadleaf weeds **after** clean up periods. **Materials are chargeable.**
8. Turf areas shall be irrigated to keep them vigorous, green and healthy; with respect to seasonal changes. This will be completed in a way to minimize water run-off and overspray on buildings and hardscapes.
9. Re-seeding of lawns areas that have failed as a direct result of contractor negligence.
10. Lawns shall be fertilized at least four (4) times each year at a rate of 6 lbs. per 1,000 square feet of space. Applications shall be complete or balanced with 16-6-8.

SHRUB CARE MANAGEMENT

All shrubbery shall be checked routinely for any breakage or damage, special watering needs, etc. and treated as necessary. All shrubs shall be maintained in a healthy vigorous condition.

1. Shrubs shall be pruned to maintain the theme of the project, that is, to maximize the desired natural characteristics. Shrubs shall be pruned as per safety requirements, containment, diseased and broken branches and general appearance.
2. Natural Shape: The intent to emphasize the natural form of the shrub. Initially “pinch prune” to keep compact and develop structure. Avoid shearing which will eliminate flowering wood and destroy character.
3. Natural Hedge: The intent is to develop a loose, informal appearing hedge which requires only minimal attention to keep in shape and size. Initially “pinch prune” to keep compact. Allow to fill solid horizontally. This is critical to avoid legginess.
4. Formal Hedge: It is the intent of these shrubs to have straight crisp edges. Initially “pinch pruning” with shears will encourage the shrubs to fill in.
5. All trimmings shall be disposed of off premises.
6. Complete insect and disease control of all shrubs. **Materials are chargeable.**
7. Adequate watering of all shrubs and shrub beds.

GROUNDCOVER MANAGEMENT

Groundcover is defined as a non-shrub plant material possessing a non woody branching structure. Groundcover is normally maintained below 18 inches in height.

1. Groundcover areas shall be maintained in an attractive condition at all times. All groundcover shall be inspected upon each visit and all debris including leaves, branches, paper, bottles, etc. shall be removed as per the normal maintenance schedule.
2. Hand shears, gas pruners and weed eaters shall be used to edge groundcover. All groundcovers shall be pruned neatly away from shrubs, trees, walkways, curbs, header boards, etc. Groundcovers shall be thinned out as needed to avoid matting and to achieve

an overall even appearance. Keep groundcover trimmed back from all controller units, valve boxes and quick couplers. Remove groundcover from all above ground structures unless Owner directs the allowances of groundcover growth over tall tops, curb etc. for aesthetic reasons.

3. All groundcovers shall be inspected monthly for weed growth. Remove all broad-leafed weeds and grasses by chemical or mechanical means as required. Removal shall include roots, rhizomes and stolons. Noxious weeds shall be allowed to become established in any groundcover area. Cultivating of groundcover areas shall be held to a minimum and cultivate only as necessary to remove weeds.
4. Groundcover shall be cut 2-4 inches away from abutting turf grass areas to reduce gap between turf and groundcover, and 4-6 inches away from buildings.

VINE CARE

1. Vines and espalier plants shall be checked and retied as required.
2. No nails or glue will be used to secure vines on masonry walls.
3. Prune all vines using accepted horticultural practices.
4. Vines shall be pruned and maintained so as not to obstruct fixtures, signs, windows, etc.

COLOR MAINTENANCE

1. Removal of dead or faded blossoms, stems, foliage and trash as frequently as the project is serviced, or at least once per week to encourage continued blooming and maintain a neat appearance.
2. Any color plants which must be removed due maintenance problems will be replaced immediately at Contractor's expense. Owner will absorb costs of color replacement due to vandalism or Acts of God.

TREE MANAGEMENT

TREE PRUNING STANDARDS – GROUND LEVEL ONLY

1. Ground level tree pruning shall be performed by experienced and skilled personnel familiar with tree pruning techniques.
2. All tree pruning is from ground level, with pole pruning equipment and at no time shall safe work practices be compromised.
3. Trees shall be maintained to allow for proper clearances involving pedestrians and vehicles. Minimum canopy drip line clearance for pedestrians shall be 8 feet from finished grade and 12 feet for vehicles.
4. Tree stakes, ties and guide wires shall be inspected monthly and adjusted or removed as required. Girdling is unacceptable. Lodge poles and tree staking material additions or replacements is authorized under this contract with **material cost to be an extra cost.**
5. Trees shall be trimmed away from buildings and light fixtures.
6. All trimmings shall be disposed of off-site.
7. Adequate watering off all trees.

8. Contractor shall maintain trees to promote a healthy growing condition.
9. Surface roots which become maintenance or appearance problems will be removed as required to prevent damage to adjacent paved areas and is considered extra charge to Owner.
10. Contractor shall make periodic inspections of all trees for insect, pest and disease damage.

PLANT TESTING

Contractor may be directed to take samples of plant tissue for testing purposes. These tests shall be used to determine specific causes of plant failure, fertility levels, etc. If these tests are requested, the labor and laboratory costs will be paid for by the Owner.

SOIL MANAGEMENT

SOIL ANALYSIS

Landscape Contractor shall provide soil fertility test whenever there is an ongoing issue with plants and tree deficiency. Soil tests shall be bid as an "extra" and shall be approved by Owner.

SOIL PROBE ANALYSIS

Landscape Contractor shall utilize a hand held soil probe and conduct soil probe analysis of turf grass, shrubs and groundcover during each scheduled site visit. Analysis shall focus on soil moisture and root growth.

DRAINAGE FACILITIES

All surface drainage devices such as concrete bench drains, swales, etc. shall be routinely inspected and kept free of all debris, vegetation, soil, etc. which would preclude proper, intended function. All inlets shall likewise be kept free of all matter which would preclude their proper, intended function. Contractor will not be held responsible for any preexisting conditions.

FERTILIZATION

In making applications of fertilizer, precautions shall be taken to contain these materials in the planting areas and prevent the depositing of material onto paved areas. Any fertilizer deposited on hardscape areas shall be removed.

FERTILIZATION SCHEDULES

Cool Season Turf Grass Fertilization Schedule

Included in Contract

- Late January
- Early April
- Early July
- Early November

Warm Season Turf Grass Fertilization Schedule

Included in Contract

- Early April
- Early July
- Late August

Shrub and Groundcover Fertilization Schedule

Bid As Extra

- Early March
- Early June
- Late September
- Early December

Tree Fertilization Schedule

Bid As Extra

- Late March

WEED CONTROL FOR HARDSCAPE AREAS

Landscape Contractor shall be responsible for removing all annual and perennial weeds in all hardscape areas.

PROJECT INSPECTIONS

Upon request, the Contractor or his Representative will walk the project with the Owner or Owner's Representative for the purpose of determining compliance with the specifications. A 'punch list' will be submitted for items not finished or completed correctly by Contractor in compliance with these specifications. Punch list remediation should be completed as soon as reasonably possible.

OWNER'S REPRESENTATIVE LIASON

The Owner/Owner's Representative shall give the Landscape Contractor a twenty-four (24) notice for the purpose of conducting a meeting to discuss any problems or levels of service requiring immediate attention.

REPORTS

The contractor shall provide to Owner, at no additional charge, as reasonably requested.

ADVERSE CONDITIONS

Contractor shall not be required to work during adverse conditions, including but not limited to wind, rainstorms, fire or during which the benefits of the landscape services will be compromised due to effects on men and equipment on the job site. In case of adverse conditions that will force contractor off the job site, contractor will return on the next scheduled service date.

HOLIDAYS

Contractor shall be not be required to work on New Year's, Memorial, Independence, Labor, Thanksgiving and Christmas days.

IRRIGATION SYSTEM MANAGEMENT

1. Contractor shall continually inspect, repair and make adjustments to sprinkler heads and irrigation controllers. It will be our goal to provide the landscape adequate irrigation coverage with existing system, while reducing water use and overspray on hardscapes, building and fencing.
2. The maintenance Contractor will receive all irrigation system in excellent working condition at the beginning of contract. If any systems are found to be otherwise, at the start of work, Owner shall be notified and necessary repairs shall be made per Owner's approval.
3. Hours of scheduled operation will be programmed to minimize disease occurrence of plant material.

IRRIGATION EQUIPMENT

The irrigation system equipment installed on project is comprised of one or more of the following major components:

1. Pressure main line water distribution system
2. Lateral line (non-pressure) water distribution system
3. Backflow Preventers
4. Pressure Regulators
5. Irrigation Controllers
6. Remote Control Valves and Wiring
7. Gate Valves
8. Quick Coupler Valves
9. Sprinkler Heads and/or Drip Systems
10. Densitometers and moisture sensing receptacles ("rain-cups")
11. Master valves and Pumps
12. Flow Meters

OPERATION OF IRRIGATION SYSTEM

1. All systems shall be "full cycle" observed during operation cycle at least once per month to verify effectiveness of sprinkler operation.
2. Contractor will adjust and clean as necessary all sprinkler heads, valves and pressure reducers to continue operation at maximum efficiency and performance.
3. Sprinkler heads in turf areas shall be kept clear of overgrowth which may obstruct maximum operation.
4. Contractor will be responsible for trimming and making necessary adjustments to riser height as plant growth rates indicate shrub areas.

CONTROLLER IRRIGATION MAINTENANCE

1. Contractor is to adjust his watering schedule equal to the percolation rate each area is capable of receiving based on topography, soil type, plant material, season or climatic factors.
2. Contractor shall utilize repeat cycle on controller to eliminate excessive runoff.
3. Schedule operation to reduce possible nuisance from sprinkler operation to pedestrians or vehicles.
4. If controller map is not available from Owner, Contractor shall produce and provide Owner with a controller location map.
5. Contractor will have the only access to the controller to ensure efficiency.

IRRIGATION REPAIRS

1. Any repairs by Contractor will be in accordance with the original details or as directed by Owner.
2. Irrigation repairs included in contract are covered up to $\frac{3}{4}$ inch pipe size – with no charge for labor. **Material cost will be charged as extra, along with monthly maintenance invoice.**
3. Repairs to the irrigation system caused by conditions under which Contractor does not have direct control shall be paid for by Owner as extra work. Repairs under this shall be vandalism, normal wear and tear, storm damage (Acts of God), or by others. It shall be Contractor's responsibility to report such conditions immediately to Owner.
4. Malfunctions of any nature which are deemed to be the fault of materials or workmanships still covered under original installation guarantee shall be reported immediately to Owner.
5. Emergency repairs critical or necessary to the continued viability of the plant material are deemed authorized without necessity of extra work authorization under this contract up to one hundred dollars (\$100.00) each occurrence.
6. Repairs to irrigation system will be made using original specified materials or suitable substitute.
7. Owner shall hire a certified backflow testing company to do the annual testing of all backflow devices and approval of their operation per County Health Departments' standards.

PLANT ADDITIONS AND/OR REPLACEMENTS

As part of this Agreement, the Contractor may be requested to replace damaged or destroyed plant material and remedial work. Such work will be considered as extra work by the Owner unless specified within these specifications. **Exceptions will be replacements due to Contractor's negligence.**

EXTRA WORK:

In the event the Contractor is requested and agrees to perform work above which is specified under this contract, the following procedure will govern such extra work:

1. Work will be executed under a time and material basis or an agreed upon lump sum price, depending on the nature of work.
2. Upon receipt of written estimate the Owner will authorize the extra work to be performed.
3. Extra work may include, but not limited to:
 - a. Replacement of plant materials due to failures beyond the Contractor's control.
 - b. Replacement of worn or damaged sprinkler heads, valves, quick couplers, etc. (Except as damaged by Contractor)
 - c. Any additional treatments required for planting (i.e., soil amendments, irrigation) as not specified in this specification.
 - d. Remedial landscaping.
 - e. Repairs or replacements due to vandalism or Acts of God.
 - f. Replacement of annual color
 - g. Tree pruning over twelve (12) feet high

LANDSCAPE PLANT INSTALLATION COST

**Total cost, materials and labor included
(Prices may vary without notice)**

Quantity	Item	Cost Per
1	Flat Groundcover (Common)	\$16.00
1	Flat Groundcover (Rare)	\$25.00
1	Flat Annual Color	\$18.00
1	One Gallon Shrub	\$12.00
1	Five Gallon Shrub	\$18.00
1	Fifteen Gallon Shrub	\$35.00
1	Five Gallon Tree (Double Staked with Tree Tie)	\$65.00
1	Fifteen Gallon Tree (Double Staked with Tree Tie)	\$95.00
1	24" Box Tree	\$200.00

Quantity	Fertilizers and Soil Amendments	Cost Per
1	Fertilizer - Per 50lb bag of 12-12-12 (applied)	\$28.00
1	Nitrolized Redwood Compost - Per cu.yd. hand mixed	\$70.00

Quantity	Pesticides	Cost Per
1	Metaldehyde Methiocarb (Snail Bait) - Per 25 lb. bag	\$90.00

Quantity	Costs of Tree Staking	Cost Per
1	10 Ft. Lodge Pole Stake	\$5.04
1	12 Ft. Lodge Pole Stake	6.52
1	24" Cinch Tie	1.02
1	24" V.I.T. Tie	15.10

COSTS OF IRRIGATION

Prices may vary without notice

Quantity	Irrigation Controllers	Average Cost of Replacement
1	Irri-trol MC12+ (12 Station Controller)	\$615.42
1	Irri-trol MC18+ (18 Station Controller)	\$954.71
1	Irri-trol MC24+ (24 Station Controller)	\$1184.35
1	Hunter I-Core (6-30 Station Controller)	\$281.05
1	Hunter I-Core (6-42 Station Controller)	\$562.80

Quantity	Valve Replacement	Cost Per
1	1" Rainbird Brass Valve	\$165.00
1	1 ¼" Rainbird Brass Valve	\$175.00
1	1 ½" Rainbird Brass Valve	\$185.00
1	2" Rainbird Brass Valve	\$210.00

We handle a variety of irrigation situations. The list that follows describes work we perform on a regular basis:

- Broken main and lateral lines in landscaped areas, under asphalt or concrete.
- Valve repairs, replacements or rebuilding.
- Wire tracing, locating broken electrical connections, lost valves, wiring for new construction.
- Clock repair and replacement

Because of variety of situations, all irrigation repairs are performed on labor and cost basis. Estimates of repairs are given prior to, and approval on estimate is necessary before we can begin work. The currently hourly rate for all irrigation technician repairs is \$35.00. Our irrigation technician has over 20 years of experience.

EXCLUSIONS

The existence of organic pathogens, mold and fungus (OPMF) in and around structures and landscape is common and acknowledged by Customer. Customer understands and agrees that Contractor is not responsible for any damages resulting directly or indirectly from these organic pathogens, mold and fungus and further understands that these organic pathogens, mold and fungus are specifically excluded from any insurance policies, warranties or guarantees of Contractor.

Customer additionally agrees that Contractor is not responsible for the existence, growth, incubation, tolerance, production, seepage, multiplication, discharge, release, migration or monitoring of these organic pathogens, mold and fungus and expressly, knowingly, voluntarily and specifically waives and releases Contractor, its principals, agents, representatives and insurance companies from any claims, rights, demands and damages, known or unknown, relating to these organic pathogens, mold and fungus.

As a result, and notwithstanding any statutory, contractual or customary duties to the contrary, Customer understands and agrees that, to the maximum extent permitted by law, Contractor is not and shall not be held responsible for any damage, injuries or other harms allegedly resulting from any claim of exposure from OPMF, regardless of the source. Customer also agrees to hold harmless, indemnify and defend Contractor in the event of any such claim. And Customer expressly agrees to indemnify and defend Contractor, to the maximum expenses and extent permitted by law Civil Code section 2782, including but not limited to all costs, fees, other charges.

Customer further agrees that neither contractor nor its principals, agents, representatives or insurance companies are required or obligated to test, monitor, clean up, remove, contain, treat, detoxify, neutralize, respond to or assess the existence, toxicity, or effects of any organic pathogens, molds and fungi, nor are they required or obligated to respond to or assess the potential damages relating to any organic pathogens, molds or fungi. Customer, having had the opportunity to read and review this Agreement, now expressly understands and agrees that neither Contractor nor any affiliated party, has any legal or contractual obligation to respond to or to assess any potential damages relating to any of the organic pathogens, molds and fungi, unless that requirement is the result of a preexisting statutory duty.

_____ Initial

BINDING ARBITRATION OF DISPUTES

Contractor and Customer agree that any dispute or claim arising between them out of this agreement or any resulting transaction, including the applicability of this clause itself, shall be decided by neutral and binding arbitration conducted under California Law pursuant of California Code of Civil Procedure, section 1280, et. Seq. and held under the auspices of the Construction Industry Rules of the American Arbitration Association. The designated arbitrator company will be the American Arbitration Association, who shall have the sole discretion to award the prevailing party all attorney fees and costs directly relating to arbitration proceeding.

LEGAL FEES AND VENUE

In the event of litigation to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney fees. This contract is deemed made at Contractor's place of business and suit may be brought at Contractor's option, in the judicial district serving Contractor's principle place of business in Anaheim, CA.

COMPENSATION

All material is guaranteed to be as specified and the above work to be performed in accordance with the specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of: **Seven Thousand Seven Hundred Dollars (\$7,700.00)** per month, fixed for one full year, with payments as follows: **Please note that this bid includes: Fertilizer for the turf and planters**

1. **Rancho Dominguez Townhomes Association** agrees to pay the above sum for labor and materials upon presentations of a statement. Payment must be received no later than thirty (30) days after presentation of said statements. An interest charge of 12% per year is applicable for all late payments.
2. Any alterations or deviations from this contract involving extra cost will be executed only upon written order, and will become an extra charge of twenty dollars (\$20.00) per hour per man, plus cost of materials and will become an extra charge over and above the contract.
3. The parties agree as follows with respect to continuation and termination;
4. This contract shall remain in force and shall be binding upon the parties hereto from starting date unless it is terminated as hereinafter described.
5. Either party to this contract may terminate the same by giving thirty (30) days written notice to the other party by certified mail at the appropriate addresses set forth herein above.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Ultimate Landscape Management Co., Inc. is authorized to do the work as specified with a **starting date** of ____/____/____.

BY: _____ DATED: _____

Ultimate Landscape Management Co., Inc.

BY: _____ DATED: _____

BY: _____ DATED: _____

PLEASE COMPLETE THE FOLLOWING INFORMATION FOR BILLING

Name: _____

Address: _____

Contact: _____

Phone: _____ Fax: _____

Job Name: _____

Job Address: _____

Job PO# _____ Account#: _____

PLEASE COMPLETE IF EXTRA CHARGES ARE TO BE MAILED TO A DIFFERENT ADDRESS:

Address: _____

Contact: _____

Phone: _____ Fax: _____

Do you want us to bill monthly maintenance fee on one separate invoice, without any extras?

YES NO

Do you require a separate P.O. number for extras? YES NO

PLEASE SUPPLY THE FOLLOWING ITEMS PRIOR TO START DATE:

- **Keys for Irrigation Controllers**
- **Entry access keys if Irrigation Controllers are inside enclosures.**
- **Keys for special gates to: Pools, bathrooms, electrical, etc.**
- **Irrigation, landscape and plot maps for complex.**