COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 20, 2006

IN REPLY PLEASE
REFER TO FILE: AS-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

RD 141/241 MEDIANS
RD 146/446 MEDIANS
MONTROSE/ALTADENA MEDIANS
SAN GABRIEL VALLEY MEDIANS
SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Find that this service can be more economically performed by an independent contractor than by County employees.

3. Award four contracts for grounds and landscape maintenance services to TruGreen LandCare, located in Gardena, California, for each area at the annual amounts of compensation listed below, and direct the Mayor to execute the contracts. These contracts will be for a term of one year with two 1-year renewal options, not to exceed a total contract period of three years. Funds are available in Public Works' 2006-07 Road Fund.

Supervisorial District(s)	Location	Contract Start Date	Annual Amount
1 and 2	RD 141/241 Medians	08/20/2006	$ 132,807
1 and 4	RD 146/446 Medians	08/20/2006	$ 58,880
5	Montrose/Altadena Medians	08/20/2006	$ 45,235.50
1 and 5	San Gabriel Valley Medians	08/06/2006	$ 99,750.50

4. Delegate authority to the Director of Public Works to annually expend up to 20 percent of each annual contract sum for unforeseen additional work within the scope of the contract, if required.

5. Authorize the Director to execute to renew these for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions in the final contract term not exceeding a total of six months, for the convenience of the County; and to terminate them, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These contracts are for grounds and landscape maintenance services to be provided to various Public Works maintained road medians in the County. Since before 1994, the County has been contracting for median landscape and grounds maintenance. The award of these contracts will continue the maintenance of various medians within these areas. The work to be performed will consist of: maintenance of turf, ground cover, shrubs and trees; renovation of turf and ground cover; pruning of trees and shrubs; providing weed, vegetation disease, and pest control operation; operation and repair of the irrigation systems; maintenance of equipment; and other work related to the proper care of the service areas.

A number of legal and procedural issues had to be resolved before proceeding with the Request for Statements of Qualifications (RFSQ) process. As a result, the RFSQ process took longer than anticipated and caused a delay in awarding these contracts.

Implementation of Strategic Plan Goals

The award of these contracts is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility as the contractor has the specialized expertise to provide these services in an accurate, efficient, timely, responsive, and cost-effective manner.

FISCAL IMPACT/FINANCING

These contracts are for an aggregate amount not to exceed $336,673 annually. An additional 20 percent is requested for unforeseen landscape and grounds maintenance requirements that may arise during the terms of the contracts. This amount is based on

the annual prices quoted by the contractor. Funds are available in Public Works' 2006-07 Road Fund. There will be no impact on net County cost.

The RD 141/241 Medians, RD 146/446 Medians, and Montrose/Altadena Medians contracts will be for an initial period of one year commencing on August 20, 2006. The San Gabriel Valley Medians contract will be for an initial period of one year commencing on August 6, 2006. Thereafter, the Director may renew the contracts from year to year for a total contract period not to exceed three years. There will be no cost-of-living adjustments.

Using a methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this Proposition A service can be more economically performed by an independent contractor than by County employees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts, which are enclosed, have been executed by the contractor and approved as to form by County Counsel.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since these are Proposition A contracts, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as set forth in Sections 15301 (a) and (h) of the State CEQA guidelines.

CONTRACTING PROCESS

On January 26, 2006, Public Works issued a RFSQ soliciting 468 independent contractors and community business enterprises to accomplish this work. A Notice of RFSQ was also placed on the County's bid website (Enclosure A), and an advertisement was placed in the Los Angeles Times.

Pursuant to the applicable memorandum of understanding, the RFSQ of these contracted services was submitted on January 25, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On February 8, 2006, ten Statements of Qualifications were received. The statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Eight of the ten statements met these mandatory requirements. These eight statements were then evaluated by an evaluation committee consisting of Public Works staff.

The committee's evaluation was based on criteria described in the RFSQ, including references, experience, financial resources, work plan of action, quality assurance plan, and labor/payroll record keeping. Based on this evaluation, Public Works selected three responsive and responsible vendors.

On June 15, 2006, Public Works issued an Invitation for Bids soliciting the three responsive and responsible vendors established from the RFSQ to accomplish this work.

The three qualified vendors were asked to bid on the grounds and landscape maintenance services described herein. TruGreen LandCare was the lowest bidder for each location. The annual bid amounts from TruGreen LandCare are as follows: $132,807 for the RD 141/241 Medians; $58,880 for the RD 146/446 Medians; $45,235.50 for the Montrose/Altadena Medians; and $99,750.50 for the San Gabriel Valley Medians.

Enclosure B reflects the bidders' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain terms and conditions supporting Board-sponsored policies such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned (or started).

As requested by your Board, the contractor has submitted a safety record that reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contracts' approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Enclosed are three copies of each contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copies should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

RT
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Enc. 14

cc: Chief Administrative Office
County Counsel

bc: Road Maintenance (Lehman w/o enc., Khoury, Le, Pan, Simmons)
Administrative Services (Gonzalez, Mota) (w/o enc.)

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 604
Bid Title : NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS
Bid Type : Service
Department : Public Works
Commodity : LAWN MOWERS - HAND, REEL TYPE (MANUAL) LAWN MAINTENANCE (SEE CLASS 020 FOR HIGHWAY TYPE)
Open Date : 1/26/2006
Closing Date : 2/8/2006 2:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works is requesting statement of qualifications for landscape maintenance services throughout the County. The resultant contracts are expected to range between $10,000 and $150,000 per year. Vendors must meet all minimum requirements set forth in the Request for Statements of Qualifications (RFSQ) document, including, but not limited to, at least five years' experience performing landscape maintenance services for business, commercial, and/or government customers. If not enclosed with this letter, the RFSQ with contract specifications, forms, and instructions for preparing and submitting your Statement of Qualifications may be requested from Mr. Roderick Tirona at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

A Vendors' Conference will be held on Wednesday, February 8, 2006, at 2:00 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE VENDOR OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject Statements of Qualifications from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Wednesday, February 22, 2006, at 5:30 p.m. Please direct your questions to Mr. Tirona at the number above.

Contact Name : Roderick Tirona
Contact Phone# : (626) 458-4077
Contact Email : rtirona@ladpw.org
Last Changed On : 1/26/2006 5:11:55 PM

Back to Last Window

Back to Award Main

ENCLOSURE B

[redacted]

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TruGreen LandCare, A General Partnership
My County (WebVen) Vendor Number: 52607901

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☑ General Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise	
☐ Other (Please Specify):						
Total Number of Employees (including owners): 197						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
[redacted]	[redacted]		[redacted]		[redacted]	
Black/African American						
Hispanic/Latino			9	1	181	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			3			

NO NATURAL PERSON OWNS 5% OR MORE

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
David G Evans	Branch Manager	02/22/06

BOARD EXECUTE

AGREEMENT FOR

RD 141 / 241 MEDIANS – LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this _____day of _____, 2006, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and TRUGREEN LANDCARE, a general partnership (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, County of Los Angeles Department of Public Works (Public Works) has solicited statements of qualifications to identify one or more contractors qualified to provide landscape maintenance services under this AGREEMENT; and

WHEREAS, has reviewed and evaluated the statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works has found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statements of Qualifications issued on January 26, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bids issued on June 15, 2006.

AGREEMENT

NOW, THEREFORE, CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the COUNTY of the CONTRACTOR'S bid filed with COUNTY on July 3, 2006, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, the CONTRACTOR'S Statements of Qualifications, Exhibits A (Statement of Work), B (Service Contract General Requirements), C (Internal Revenue Service Notice 1015), D (Safely Surrendered Baby Law Posters), E-3 (Form PW-2, Schedule of Prices), F-3 (Form LW-8, Cost Methodology), G-3 (Location Maps), and H (Transmittal Form to Request an IFB Solicitation Requirements Review), all attached hereto and incorporated by reference in this AGREEMENT, are agreed by the COUNTY and the CONTRACTOR to constitute integral parts of this AGREEMENT.

SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to Exhibit E (Form PW-2, Schedule of Prices), an amount not to exceed $132,807 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

THIRD: This Contract's initial term shall be for a period of one year commencing on August 20, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FOURTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit E-3, Form PW-2, Schedule of Prices.

FIFTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from the CONTRACTOR. The CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. The CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and an itemized cost of labor and material. Public Works will only pay for hours actually worked by the CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information it may deem necessary on the invoices. Public Works agrees to make payment to the CONTRACTOR within 30 days of the receipt of a properly completed invoice from the CONTRACTOR. Invoices shall be sent to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum, or such greater amount of compensation authorized by the Board.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: The CONTRACTOR shall not perform or accept work requests from Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions of the CONTRACTOR'S bid and/or Statement of Qualifications conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Should the COUNTY terminate this Contract for cause or should the CONTRACTOR request to be relieved from this Contract's requirements, the COUNTY at its sole discretion may not invite the CONTRACTOR to submit a bid for the replacement Contract.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

TRUGREEN LANDCARE, a general partnership composed of TRUGREEN LANDCARE, LLC, and TRUGREEN COMPANIES, LLC

By _____
Regional Operations Manager

Troy Arleel
Type or Print Name

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On 7/18/016 (Date), before me, Monica Quinonez, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jim Angel (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

MONICA QUINONEZ
Commission # 1618696
Notary Public - California
San Bernardino County
My Comm. Expires Nov 3, 2009

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Comprehensive Table of Contents

List of Items

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B) Vendor's Capabilities
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D) Quality Assurance Program
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F) Financial Statements
G) Licenses
H) Proof of Valid Insurance
I) Labor Regulations and Record Keeping Requirements
J) Additional Information
K) Forms List
L) Subcontractors Form List

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

February 21, 2006

Mr. Donald L. Wolfe
Director of Public Works
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

Re: **Statements of Qualifications for Landscape Maintenance Services**

Dear Mr. Wolfe:

TruGreen LandCare proposes to furnish all labor, material and equipment necessary as identified in the Scope of Work for each individual contract.

Said work shall be performed per requirements and scope of services. TruGreen LandCare agrees that upon acceptance of any individual contract, TruGreen LandCare will commence all services as specified in the term of the contract.

This letter also serves to authorize the following list of names of individuals authorized to represent TruGreen LandCare and to sign any binding contract or agreement on behalf of TruGreen LandCare:

David G. Evans
Branch Manager
1323 West 130th Street
Gardena, California 90247
Phone: 310/354-1520 Fax: 310/323-4780

Joel Gay
Branch Manager
1150 West Trenton
Orange, California 92867
Phone: 714/628-1010 Fax: 714/628-1011

Raitis Raisian
Branch Manager
1367 West 9th Street
Upland, California 91786
Phone: 909/920-4308 Fax: 909/920-9377

Gary Scott
Branch Manager
7755 Deering Avenue
Canoga Park, California 91304
Phone: 818/346-7552 Fax: 818/346-6752

Respectfully submitted,

Sergio Hernandez,
Regional Operations Manager

Vendor's Capabilities

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

BACKGROUND AND EXPERIENCE

TruGreen LandCare, a California General Partnership, founded September 1, 1998 through the successful acquisition of many top landscape companies, has many years of experience and knowledge to serve our customers. We provide professional landscape maintenance to many public works and high profile projects.

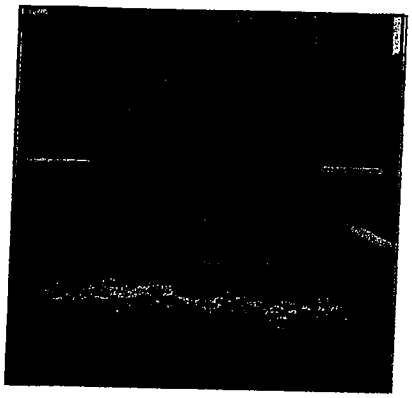
TruGreen LandCare has many branches that specialize in the managing of public works landscape maintenance contracts. We feel that by concentrating our efforts in one aspect of landscape maintenance, public works; that we have the knowledge and experience to provide our customer the type of service required for these government contracts.

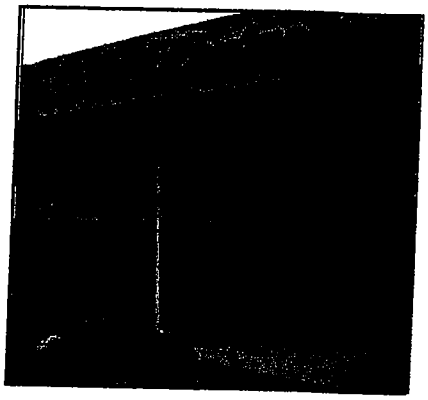
Our fleet of trucks and equipment includes small pick-ups, mowing equipment, carrier trucks, utility trucks, aerial towers and refuse trucks. In addition, we have several tractors as well as various other pieces of large equipment to provide for related services.

We have on-site shops; each supervised by a Shop Manager whose employees maintain company vehicles and miscellaneous equipment. The company employs licensed Pest Control Applicators, Certified Arborists, and Certified Tree Trimmers.

Our Supervisory Staff has both technical knowledge and practical experience in all phases of landscape services. We also provide continuing education through various seminars and classes in field related subjects.

Large enough to serve you. Small enough to know you.





In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive *Initial & Follow-up* Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare

Los Angeles Region, 1641

RVP
15 Years

Region Support

RCFO
10 Years

RHRM
6 Years

RFFSM
23 Years

ROM
6 Years

RCSR
9 Months

RAA
1 Year

Region Operations Managers

ROM
20 Years

Noe Alcaraz
5 Years

David Evans
14 Years

Kevin Watts
7 Years

Joel Gay
4 Years

ROM
15 Years

Gregg Gill
9 Years

Raitis Raisian
4 Years

Ed Arriola
2 Years

Christopher Cortum
8 Years

Manny Mendes
1.5 Years

ROM
25 Years

TBD

Scott Brown
1 Year

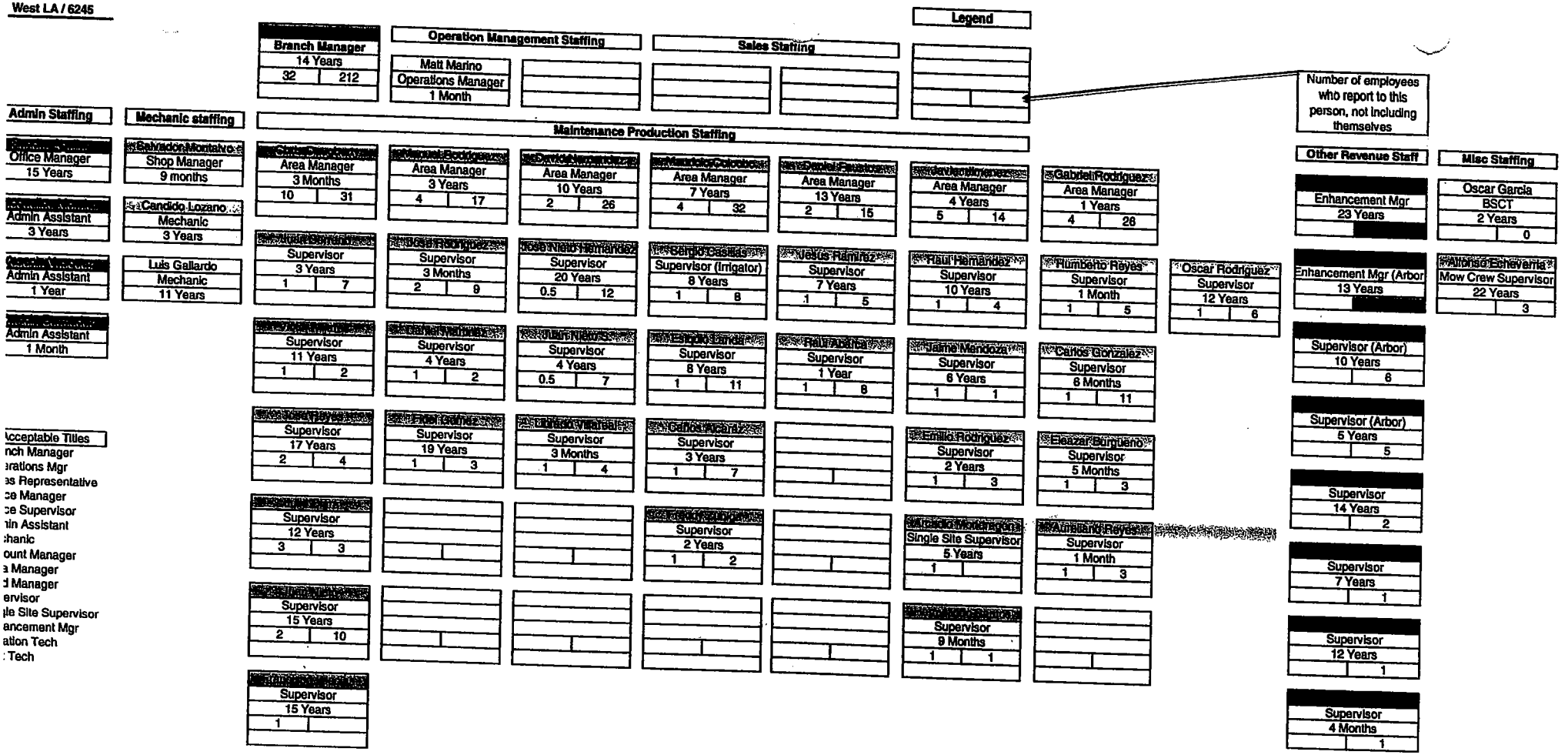
TBD

RVP
15 Years

Mark Heil
6 Years

Chris Steiner
7 Years

West LA / 6245


Branch Manager
14 Years
32 | 212
Operation Management Staffing
Matt Marino
Operations Manager
1 Month
Sales Staffing
Legend
Number of employees who report to this person, not including themselves
Admin Staffing
Office Manager
15 Years
Admin Assistant
3 Years
Admin Assistant
1 Year
Admin Assistant
1 Month
Mechanic staffing
Salvador Montalvo
Shop Manager
9 months
Candido Lozano
Mechanic
3 Years
Luis Gallardo
Mechanic
11 Years
Maintenance Production Staffing
Area Manager
3 Months
10 | 31
Area Manager
3 Years
4 | 17
Area Manager
10 Years
2 | 26
Area Manager
7 Years
4 | 32
Area Manager
13 Years
2 | 15
Area Manager
4 Years
5 | 14
Gabriel Rodriguez
Area Manager
1 Years
4 | 26
Supervisor
3 Years
1 | 7
Supervisor
3 Months
2 | 9
Supervisor
20 Years
0.5 | 12
Sergio Casillas
Supervisor (Irrigator)
8 Years
1 | 8
Jesus Ramirez
Supervisor
7 Years
1 | 5
Raul Hernandez
Supervisor
10 Years
1 | 4
Rumbeno Reyes
Supervisor
1 Month
1 | 5
Oscar Rodriguez
Supervisor
12 Years
1 | 6
Supervisor
11 Years
1 | 2
Supervisor
4 Years
1 | 2
Supervisor
4 Years
0.5 | 7
Supervisor
8 Years
1 | 11
Raul Avalos
Supervisor
1 Year
1 | 8
Jaime Mendoza
Supervisor
6 Years
1 | 1
Carlos Gonzalez
Supervisor
6 Months
1 | 11
Supervisor
17 Years
2 | 4
Supervisor
19 Years
1 | 3
Supervisor
3 Months
1 | 4
Supervisor
3 Years
1 | 7
Emilio Rodriguez
Supervisor
2 Years
1 | 3
Eleazar Burguero
Supervisor
5 Months
1 | 3
Supervisor
12 Years
3 | 3
Supervisor
2 Years
1 | 2
Single Site Supervisor
5 Years
1
Supervisor
1 Month
1 | 3
Supervisor
15 Years
2 | 10
Supervisor
9 Months
1 | 1
Supervisor
15 Years
1
Other Revenue Staff
Enhancement Mgr
23 Years
Enhancement Mgr (Arbor
13 Years
Supervisor (Arbor)
10 Years
6
Supervisor (Arbor)
5 Years
5
Supervisor
14 Years
2
Supervisor
7 Years
1
Supervisor
12 Years
1
Supervisor
4 Months
1
Misc Staffing
Oscar Garcia
BSCT
2 Years
0
Alfonso Echeverria
Mow Crew Supervisor
22 Years
3
Acceptable Titles
nch Manager
erations Mgr
es Representative
ce Manager
ce Supervisor
in Assistant
hanic
ount Manager
e Manager
d Manager
ervisor
gle Site Supervisor
ancement Mgr
ation Tech
Tech

RESUME

Mark J. Wesel
3296 N. Sawtooth Court
Westlake Village, CA 91361
(805) 494-9107

OBJECTIVE

To excel at a highly responsible position where I can fully utilize my knowledge, capabilities and experience to develop, manage and a company to be the Best it can be.

EMPLOYMENT HISTORY

1990 - Present
TRUGREEN LANDCARE/CALIFORNIA LANDSCAPE MAINTENANCE, INC.
Regional Vice President (2003 – present)
Regional Manager (2002 – 2003)
Regional Operations Manager (2000 – 2002)
Branch Manager - Culver City Office (1998 - 2000)
California Landscape Maintenance Inc. Vice President/Branch Manager (1997- 1998)
Vice President/Corporate Sales Manager (1991-1997)
Salesperson (1990-1991)

Responsibilities/Capabilities

- Develop and implement a yearly budget of over $94,000,000.00
- Analyze and verify accuracy of monthly financials
- Assemble, Lead, and Develop personnel to accomplish set budgets and goals
- Oversee 2200 employees
- Manage Operations Managers, Branch Managers and Regional Staff
- Oversee the Safety and training of all employees
- Oversee, Motivate and Manage Regional Sales Manager and Sales Team
- Customer Care, Retention and Quality Control
- Arborist Consulting and Pest Control Management
- Responsible for Maintenance and purchasing of Equipment, Fleet and facilities.

1981-1990
VALLEY LANDSCAPE MAINTENANCE - Canoga Park, California
General Manager - (1986-1990)
Operations Manager (1984-1986)
Area Manager (1981-1984)

Responsibilities/Capabilities

- Managed landscape maintenance division
- Maintenance volume of $4,300,000.00 year
- Enhancement crews
- Irrigation Installation and repair crews
- Arborist crews
- Nursery division
- Sales staff
- Pest control operation
- Mechanics
- Responsible for135 Employees

1978 - 1981
CALIFORNIA LANDSCAPE INC. - Canoga Park, California
Landscape Area Manager

Responsibilities/Capabilities
- Supervision of landscape/irrigation installations
- Permit procurement, pre-job meetings with owners/architects, project material purchase, scheduling, problem solving/troubleshooting, quality control, inspection coordination, estimating and supervision of construction maintenance period following project completion.

1977 - 1978
SUPREME LANDSCAPE - Mission Viejo, California
Owner/Partner

Responsibilities/Capabilities
- Landscape/Irrigation Installations for Residential/Commercial
- Sales, Estimating, Purchasing, Customer Service, Accounts Payable/Receivables

1975 - 1977
CALIFORNIA LANDSCAPE MAINTENANCE, INC. - Canoga Park, California Area Manager

Responsibilities/Capabilities
- Commercial Site Maintenance
- Crew Supervision

1972 - 1975
GREEN THUMB NURSERY - Canoga Park, California
Salesman

Responsibilities/Capabilities
- Retail and Commercial Nursery Sales
- Plant Identification
- Customer Service
- Supervision

EDUCATION

Canoga Park High School - High School Diploma (Future Farmers of America)
Los Angeles Pierce College - Agriculture/Ornamental Horticulture

LICENSES

- California Landscape Contractors License C-27
- Certified Arborist
- California Certified Nurseryman
- California Pest Control Operator's License
- Certified Landscape Water Auditor

TRAINING

Seminars - Business, Management, Landscape, Landscape Maintenance, Irrigation, Pest Control, Arborist classes, Palm Care, Motivation and TruGreen seminars (Elements of Management, EEO Laws and Regulations, People Development, Interviewing and Hiring, Progressive Discipline and Sexual harassment training)

Curriculum Vitae

Sergio Hernandez
12332 Burl Avenue
Hawthorne, California 90250
310/973-2457

Experience

July 1984 to Present
TruGreen LandCare (formerly Landscape West, Inc.)
Regional Operations Manager

I am currently a Regional Operations Manager and am responsible for overseeing 3 Branch Offices, including the supervision of 3 Branch Managers and 657 employees. I am also responsible for the operations of the Tree Division for Orange, Los Angeles, San Bernardino and Riverside Counties.

When I started with Landscape West, Inc. in 1984, I was hired as a landscape laborer. My duties included mowing, edging, trimming, removal of debris and miscellaneous landscape duties.

In March of 1985, I was promoted to crew leader. I was responsible for the overall direction, coordination and evaluation of approximately 3 crews.

In September, 1987, I became a maintenance supervisor. I directly supervised the employees in the assigned work crews. I was responsible for interviewing, hiring and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

In September of 1998, Landscape West was bought out by TruGreen LandCare and I became a Branch Manager. I was responsible for scheduling and supervision of 12 Area Managers and approximately 210 landscape laborers and 5 office personnel.

In November of 2003, I became a Regional Operations Manager, which is my current position.

Education

Graduate of University High School, Los Angeles, CA

El Camino Community College, Torrance, CA
Courses taken: General Education, Horticulture

Certificates

- International Society of Arboriculture Certified Arborist License #WC1091
- State of California Qualified Applicator License #38484
- Three Year Graduate of Southwest Maintenance and Management School
- CPR/Firs Aid Certificate

Memberships

PAPA-Pesticide Applicator's Professional Association
International Society of Arboriculture (ISA)
Street Tree Seminar

JAMES ANGEL

6467 Hellman Avenue
Alta Loma, CA 91701
Home (909) 987-7341 - Work (909) 920-4308 - Cellular (909) 721-8227
Jim_Angel@landcare.com

OBJECTIVE

Regional Operations Manager Position

SUMMARY

Branch Manager, with over twenty years management experience, including fourteen years with TruGreen Companies.

EXPERIENCE

TRUGREEN COMPANIES 1989 – Present.

Branch Manager TruGreen LandCare Branch 6169, Upland, CA (2003-Present)
Responsible for the profitability and overall management, including production, quality, sales / marketing, and goal setting / achievement, of this $4 million branch in commercial landscape maintenance and design.

- Interview, hire, train, and supervise staff of 109 including direct reports of four Area Managers, one Branch Assistant, one Head Mechanic, and one Sales Person; assign work; evaluate performance
- Supervise quality of all products and services, customer retention, and satisfaction
- Develop pricing and communicate with prospective accounts; develop and implement internal marketing for existing properties
- Oversee bid preparation; interface with prospective customers to close new accounts and ensure customer service; resolve customer problems and concerns
- Review and monitor equipment maintenance programs

ACCOMPLISHMENTS:

- Awarded "Best Customer Retention in Region" 2003.
- Instrumental in developing and personally service the Hunt Enterprises account, a large multi-site commercial business development ($250,000 annual contract).
- Retained City of Diamond Bar and several other major accounts that had decided to cancel their accounts prior to my taking over this position.
- Developed a Routing System with the Regional Manager and enhanced the system to track efficiency on a daily basis.

Branch Manager TruGreen Chemlawn (1989-2003)
Responsible for the profitability and overall management of the branch, including production, quality, sales / marketing, and goal setting / achievement, in the sale and service of chemical products to primarily residential accounts.

- Hired, trained, and supervised a staff of 30
- Supervised quality of all products and services, customer retention, and satisfaction; developed pricing and communicated with prospective accounts; developed and implemented internal marketing for existing accounts
- Developed business relationships with the Counties of Los Angeles and San Bernardino and the Riverside Agricultural Department; oversaw bid preparation
- Reviewed and monitored equipment maintenance programs

ACCOMPLISHMENTS:

- Assigned to eight branches which were operating at a loss and successfully effected a turnaround at each to achieve budget goals.
- Awarded "Commercial Branch Manager of the Region" 1998.
- Awarded "Branch Manager of the Region" 1997.
- Developed year-end annual agricultural Inspector Training Guide now used in all branches in Southern California.

ALPHA BETA Various Locations in CA 1977 – 1989.
Store Manager - Responsible for the profitability and daily operations of the store.
Corporate Office (three years) - Responsible for 150 stores in Southern California.
Electronic Checkstand Coordinator - Responsible for the setup and management of check-stands and equipment for new stores; trained staff, ensured equipment installation and stocking; maintained new and existing electronic equipment.

MILITARY SERVICE

UNITED STATES AIR FORCE 1971 – 1975.
Sergeant Weapons Mechanic Honorably Discharged.

EDUCATION

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO/CALIFORNIA STATE UNIVERSITY, SACRAMENTO
General Education

Extensive sales, chemical, agriculture, and pest control training.
Attend annual PAPA seminars.

LICENSES AND CERTIFICATION

Qualified Applicator License; Class A Driver's License.

SPECIAL SKILLS

Computer literate

RESUME

DAVID EVANS
636 8th Street
Manhattan Beach, CA 90266
(310) 937-0566

OBJECTIVE

- To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

EDUCATION

- B.S. In Ornamental Horticulture – June 1991
  California State Polytechnic University, Pomona

CERTIFICATIONS:

- Certified Arborist WC-1588, International Society of Arboriculture
- Qualified Applicator, QL35859
- Agricultural Pest Control Advisor, AA-04232

EXPERIENCE

- Branch Manager, TruGreen LandCare - Branch #6126, Gardena, CA
  2002-present

- Operations Manager, TruGreen-LandCare-Branch #6126, Gardena, CA
  November 1999 to 2002

- Area Supervisor, Landscape West, Anaheim, CA
  June 1990 to November 1999

- Intern, Landscape West, Anaheim, CA
  June 1990-August 1990
  - Worked with Manhattan Beach maintenance crew
  - Assisted Pesticide Applicator
  - Worked with tree trimming crews
  - Worked with special project crew
  - Assisted both Area Supervisors and Operation Manager

- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA
  June 1988 to December 1989
  - Operated dump truck, tree chipper and other heavy equipment
  - Trimmed trees, shrubs and other ornamentals
  - Removed large trees

- Nursery Man, International Garden Center, El Segundo, CA
  October 1985 to August 1987
  - Sold plant material and garden supplies
  - Priced, stocked inventories and ordered merchandise
  - Designed and arranged displays

MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve
  Served from 1983 to 1992

JOEL GAY

488 W. Duarte #7
Arcadia, CA 91007

jg_1804@hotmail.com
239-289-2902

BUSINESS MANAGEMENT * FINACIAL STRATEGIES * METRIC FLUENCY * CONFLICT MEDIATION * PUBLIC RELATIONS

- Unyielding Processes Management, Personnel leadership and Profit Maximization.
- Innovative financial and operational strategies – analysis, design and implementation.
- Extraordinary communication skills, language mastery, organizational comprehension and motivational aptitude.
- Executive level responsibilities and excellence at "S-corporate" and Fortune 500 levels.
- Proven winner in Contract negotiations and settlements of numerous varieties.
- Continually problem-solve conventionally or unorthodoxly specific to the fact patterns and or nuances of a given dilemma.
- PR campaign formation and execution in line to Executive and or IO Department directives.
- Facility in private-to-public sector transactions – holistic understanding of both Municipal and Federal "Request For Proposal" processes – and a lengthy track record of successful contract and revenue acquisitions therewith.
- Recognized within and without various organizations as a trendsetter and blue-chip asset.

Managerial Experience

Branch Manager
TruGreen Landcare / Service Master Fortune 500

PROFIT AND LOSS RESPONSIBILITIES

- Full P&L responsibility for one of TruGreen Landcare / Service Master's largest business unit – $9.5 million gross annual revenue: Ensure integrity and accuracy of Work Order, Purchase Order and Accounts Receivable reports, Payroll Register and P&L statement generally; that all figures accurately represent the above indicators and the current accounting period.
- Communicate and articulate financial data directly to Regional Vice President and Regional Operations Manager.
- Monitor supplemental-revenue to regular-revenue penetration rate for individual accounts and business unit entirely.
- Monitor and adjust direct cost trends to maintain or surpass Executive established Gross Margin goals and Gross Revenue-to-Net Profit conversion ratios.
- Calculate and manipulate non-exempt / direct labor trend daily in lieu of weekly forecast and trend.
- Interpolate and extrapolate all accounting outputs for weekly forecast.

- Analyze the last 3-months within current fiscal period to assemble quarterly forecast.
- Construct future-fiscal-year budgets based on the 3-previous fiscal periods, current fiscal performance and Executive directives.
- Design and implement quarterly and yearly financial strategies based on actual growth / sales, penetration rates and above and below the line cost trends.
- Consult internally for other business units as it pertains to Annual-Budget formulation.

ACCOMPLISHMENTS:

Under my leadership, the branch trends to establish several precedents within the Region and possibly within the Organization generally – per fiscal year 2005. Of paramount mention, the largest year-over-year Net Profit gains recorded: 400k projected. This is particularly germane when considering the previous year of performance, which yielded negative net profit gains. This year's performance is so despite a $3 million gross revenue reduction year-over-year – a reduction representative of a massive reorganization plan designed and implemented by myself in conjunction with Executive directives. Direct costs and Indirect Costs have been reduced by 7.5% & 2% respectively. Exhibiting shrewd and strategic cost control and profit maximization, despite a 19% decrease in penetration, the branch has boosted Gross Profit by 7.5%. Based on this performance, the Branch is a believed to be a candidate for "Turn around Branch of Year" & "Branch of The Year," nationally and regionally.

OPERATIONAL RESPSONSIBILTIES

- Full responsibility for the operational performance of a $9.5 million business unit.
- Oversee 160-235 employees, directly supervise 10 managers, 5 Office personnel.
- Train, advise and direct Management and Office staff in accordance to Company guidelines and current strategies.
- Prefect and conduct weekly operations meetings with Management and Office Staff.
- Develop job-specific sales / bidding strategies based on past and current penetration rates.
- Developed and implemented an Employee Development and Career Path program specific to business unit, resulting in the promotion of 3 staff members from Supervisor to Area Manager.
- Mediate conflicts deserving of upper-management intervention.
- Enforce company guidelines, ethical codes, policies etc. through progressive discipline.
- Coordinate route and operational logistics to increase quality of service / product and field efficiencies; thus increasing productivity.
- Maintain and manage 160 vehicles and $.5 million in equipment assets, in accordance to OSHA and Fleet Guidelines and regulations.
- Lead, Supervise and Implement Safety Program in coordination with Organization Policies and Guidelines.
- Correlate field inputs with financial outputs to achieve cohesive strategies.

ACCOMPLISHMENTS:

Represented in the 7.5% overhead decline year-over-year is a significant decline in TICR (total, incident, case, rate), the metric by which Service Master measures and gauges Workman's Compensation costs and Insurance trends generally. As a result of the Safety Plan and subsequent enforcement, the Branch has reduced its TICR by 3.2%; which positively affected revenue driven insurance costs, as the organization is self-insured.

Branch Manager In Training / Area Manager
TruGreen Landcare / Service Master Fortune 500

FINANCIAL RESPONSIBILITIES

- Assisted Branch Manager in ensuring credibility of all P&L functions.
- Performed preliminary weekly and quarterly forecasting in accordance to Branch directives and financial strategies.
- Assisted Branch Manager in formulating current and future fiscal strategies.
- Successfully implemented Financial Strategies designed by Executive and Branch Management.
- Performed a series of analyses aimed at quantifying profit loss due to employee turnover; and thus created performance-based incentive programs and systems whereby turnover decreased.
- Managed $1.2 book of work primarily consisting of H.O.A. and Industrial Properties. Maintained 52% Gross Margin throughout.

ACCOMPLISHMENTS:

As Branch Manager in Training, the Naples Branch witnessed record setting net-profit gains from a dollar and percentage standpoint.

OPERATIONAL RESPONSIBILITIES

- Secondary authority for operational performance of a $9 million business unit: Customer Interfacing, Community Relations, Route Logistics, Crew Management, Emergency Duties.
- Employee development, training, progressive discipline, sales strategies.

Vice President
Lawnscapes Inc.

FINANCIAL RESPONSIBILITIES

- Executive-responsibility of all P&L functions for a $1.2 million S-Corporation: Ensured the credibility of monthly, quarterly, annual and IRS reporting. Managed liquid and fixed assets. Controlled capitol growth. Secured capitol gains and dividend disbursement
- Oversaw the legal, financial and operational formation of company.
- Authored entirety of business plan: 5-year projection, zero-based budgeting and credit / debt estimations.
- Acquired necessary financing for company launch and residual operating expenses.
- Negotiated and secured financing for 3 separate acquisitions; which provided the company with its initial revenue base.
- Monitored variable interest rates, refinancing and consolidating debt at lows thus decreasing overhead and increasing monthly net profit.

- Through acquisitions and Sales initiatives, grew revenue base from $.25 million to $1.2 million in 13 months.
- Year-end fiscal period yielded $300k, 25% net profit gains – 24% ahead of year-one projection as detailed in original business plan.
- Successfully negotiated and administered the sale of Lawnscapes Inc. to Davie Inc. in first month of fiscal year 2. Transaction details are proprietary.

ACCOMPLISHMENTS:

Although no longer in existence, Lawnscapes Inc. is still recognized throughout Florida's Gulf Coast business community as of the most successful enterprises in recent years. Under my leadership and direction, the company witnessed of the more rapid ascents to +$1 million reporting. Because Lawnscapes' growth and success were achieved via disciplined stratagems, capitol over-extension did not occur; a common affliction amongst S-Corps of all kinds. Now within the umbrella of Davie Tree Inc., the revenue and contracts therewith remain profitable.

Employment History

- ✓ TruGreen Landcare / Service Master: October 2003 to Present.
- ✓ Lawnscapes Inc.: January 2002 to September 2003
- ✓ GDC Constructors: April 2001 to December 2001

Education

B.A. Liberal Studies / English - Saint Thomas University 2001 – Miami, Florida

Leadership / Extracurricular

Not For Profit Volunteer and Program Coordinator

- ❖ Volunteer for the Coalition of Immokalee Workers, Florida Immigration Advocacy Center.

Raitis Raisian

6518 Red Oak Dr.
Corona, CA 92880
(951) 280-0190 • Email: raitisr@yahoo.com

HIGHLIGHTS

Knowledgeable manager experienced in strategic planning, operations management and business development within the nursery and landscape industry. Energetic, self-motivated professional with a successful track record who possesses a proven ability to increase revenue, profit and customer satisfaction. Experienced in all phases of directing and working with other managers, crew leaders, laborers, salespeople and operational support staff using a "hands on" management style to achieve corporate goals. Positive leader who puts people first and has continually demonstrated attention to detail and effective written & verbal communication skills.

EXPERIENCE

TRUGREEN LANDCARE — Ontario, CA

America's largest landscape company that provides various landscape related services to commercial customers through out the United States. Company services include, landscape management, landscape installation, tree care, water management, nursery management and sports turf management.

Branch Manager — 2001 - 2005

Responsible for managing, training, developing and directing the company's largest branch which produces over $12 million in annual revenue. Daily responsibilities include overseeing all aspects of operations, sales, finance and personnel to ensure achieving or exceeding company goals. Currently manage 8 Area Managers and approximately 250 employees to ensure all branch departments (sales, landscape maintenance, arbor care, enhancements and landscape installation) are operating safely and profitably. Financial responsibility includes creating, developing and accurately monitoring all financial aspects of the branch including budgeting, forecasting, profit & loss and managing labor and product costs. Current customer base of more than 200 accounts includes municipalities, homeowner associations, apartments, commercial business parks, hotels, banks, churches and other various other types of commercial businesses.

ROGER'S GARDENS NURSERY & LANDSCAPE — Newport Beach, CA

A high-end specialty retailer that leads the industry in the selection and merchandising of a variety of high quality products including annuals, perennials, trees, shrubs and specialty color. Also specializes in the design, installation and maintenance of premier landscapes for commercial and residential clients.

General Manager — 1995 - 2001

Responsible for directing the recruiting, staffing, training, selling, marketing, budgeting and overall operations of $16 million company. Scope of responsibility was diverse and included controlling all budgets including payroll and P&L statements, overseeing profitability, sales, revenue growth and managing a staff of 120 through ten supervisors.

SUNBELT NURSERY GROUP — San Juan Capistrano, CA

A $125 million national retail chain of stores that specialized in providing expert knowledge and assorted nursery and landscape products.

Operations Manager — 1994 - 1995

Managed the company's largest location by directing a team of 60 employees and overseeing all aspects of sales, production and inventory control including product selection and management.

FLOWERDALE NURSERY & LANDSCAPE Santa Ana, CA
First-class multi-store retail operation that emphasized high quality merchandise and exceptional customer service to an upper scale clientele.

Manager 1988 - 1994
Responsibilities included staffing, customer service and overseeing the day-to-day operations of retail store. Also oversaw the landscape department that specialized in the design and installation of new landscapes for residential clients.

EDUCATION

California State University, Fullerton
Bachelors of Arts Degree in Business Administration - Management

Fullerton College
Associate of Arts Degree - Mathematics and Engineering

Advanced California Certified Nursery Professional (ACCNP)

Expert computer skills in all current computer software including Microsoft Word, Excel, Outlook, MapPoint as well as extensive knowledge in using the Internet as a company improvement and cost saving tool.

15457 Mallory Court
Moorpark, CA 93021
805-523-1747
gary_scott@landcare.com

Gary W. Scott

Objective

Senior management position where my management skill and industry knowledge, will make a significant contribution to the success of the organization.

Professional Experience

1998-Current TruGreen Landcare Canoga Park, CA

Branch Manager - Maintenance Simi Valley, CA

- Responsible for management of all Branch operation aspects including daily field and administrative operations, budgeting, branch sales, fleet and equipment maintenance.

1995–1998 California Landscape Canoga Park, CA

Principal

- Initiated Culver City Branch adding $2.5 million/year of business.
- Managed Cal-American Mulch: green waste recycle operation.
- Purchased new vehicle fleet and improved existing fleet.

1992–1995

Vice President – General Manager

- Implemented effective safety program.
- Established employee sales/referral incentive & bonus program.
- Organized foreclosed home clean out operation.
- Improved office/field technology

1984-1992

Vice President – Branch Manager

- 30% increase in maintenance/extra work contract.
- Created tree-trimming operation.
- Developed successful sales team.
- Increased profits by initiating quality control and time productivity improvements in office and field

1978-1984

Maintenance Supervisor

- Implemented profitable project budgets.
- Managed maintenance of large commercial properties.
- Supervised 20 crews.
- Provided service oriented customer relations/sales.

1977–1978 Supreme Landscape Orange County, CA

Owner/Partner

- Supervised landscape and irrigation installation.
- Provided service oriented customer relations/sales.

1975–1977 California Landscape Canoga Park, CA

Foreman/Crew Leader

- Managed maintenance crew of large commercial properties.

1972–1975 Green Thumb Nursery Canoga Park, CA

Salesperson

- Retail/commercial nursery salesperson – Shift Leader
- Plant identification/inventory

Education

1973 Chatsworth High School Chatsworth, CA

- High School Diploma

Licenses

California Pest Control Operator

Certified Arborist

Matt Marino
6773 San Alto Way
Buena Park, CA 90620
(714) 826-5915

WORK EXPERIENCE

2005 – Present

TruGreen LandCare, Gardena, CA.

Operations Manager

1998 – 2005

Original Landscape Maintenance, Buena Park, CA

President: Hired, trained and managed employees ranging from maintenance managers, supervisors, extra work crews and office personnel.

Achievements:

* Developed annual contracts from $ 150,000 to $ 2,200,000 in a 3-year period.
* Increased annual profits from 30% to a company high of 50%
* Implemented a work injury prevention program resulting in a notable reduction in workers compensation claims. Lowering premiums by 15%.
* Achieving a personal and company goal of establishing and maintaining high client satisfaction and retention.

1995 – 1998

A Growing Concern Landscape, Huntington Beach, CA.

Maintenance Manager: managed and mentored area supervisors in all aspects of landscape maintenance and extra work projects.

Achievements:

* Organized and scheduled all maintenance, tree trimming, irrigation, chemical and renovation operations.
* Saved 5% on all materials and supplies through shopping best rates and product.
* Increased annual maintenance portfolio from $480,000 to $1,020,000.
* Increased existing contract annual extras from $10,000 (2%) to $153,000 (15%) a 13% annual increase.

CERTIFICATION

State of California Qualified Applicators Certificate

LICENSING

State of California Contractors License C27HIC

EDUCATION

Fullerton Junior College – Fullerton, CA.
Completed 18 – month course: Landscape Architecture

California Landscape Contractors Association (CLCA)

Company sponsored training programs:

- Water Conservative Management
- Green Waste/Recycling Management
- Pest Management
- Safety Training Programs
- Workers Compensation
- Arbor Care

* Currently studying and testing Scheduled for my Certified Arborist License

PERSONAL

Married with 3 children.
Interests: Weight training, gardening, family
Personal Accomplishments: Have won 2 amateur bodybuilding titles

Chris Daugherty
714 S. Hollenbeck St.
West Covina, CA. 91790
(626) 332-5036
Cdaug8@aol.com

PROFILE

Experienced Landscape Manager with more than 20 years in Management and nearly 30 years of field experience, including Commercial, municipal, and residential projects in both maintenance and construction.

WORK HISTORY

Dec 1992- Present

Area Manager
TruGreen LandCare
Gardena, CA.

Responsibilities:

- supervise operations
- scheduling, hiring/firing, purchasing
- job walks/inspections
- served 6 years as Branch Safety Mgr. ran Branch Safety Program, reported and managed injury/vehicle accidents and shaped tailgate training program

Sep 1998- May 1999

Regional Safety Manger
LandCare
Anaheim, CA.

Responsibilities:

- shaped policies and procedures
- coordinated Safety Training Program
- managed Accident Review Committee
- developed safety training material

Aug 1996- Jun 1997

Operations Manager
Landscape West, Inc.
Anaheim, CA.

Responsibilities:

- ran municipal and commercial maintenance contracts, managed 4-5 Area Managers and 80-100 workers

Jun 1992– Nov 1992 **Maintenance Supervisor**
Executive Landscape
La Verne, CA.

Responsibilities:

- supervision of 25 workers
- scheduling, purchasing, hiring/firing
- inspections

Note: company was purchased by Landscape West, Inc. 12/1/92

Oct 1989- May 1992 **Assistant Superintendent**
Hacienda Landscape
Walnut, CA.

Responsibilities:

- supervision of maintenance and construction crews
- resolve "punch list" work
- Worked with general contractors, inspectors, architects, and project owners.

EDUCATION

Jun 1976- Jun 1982 Cal Poly Pomona
Pomona, CA.

B.S. Ornamental Horticulture

Sep 1973- May 1975 University of New Hampshire
Durham, NH

2 years Liberal Arts

SKILLS

- Management/Supervision
- Spanish speaking
- QAL Pesticide license
- Plant identification

REFERENCES

Available upon request

Edwin Vargas

3330 Thomas Ave.
Palmdale, CA 93550
661/ 533-1795

Experience:

2001 - Current
Sales / Operations Manager Arbor Division **TruGreen LandCare – Canoga Park**

- Business Development: Responsible for analyzing current market and competition. Capitalizing on competition weakness, renegotiate pricing, volume and terms as appropriate. Work as a team member through channels to identify new business and achieve new sales and profit.
- Follow up on the performance of each sale to secure customer satisfaction.
- Oversees production of crews, determines resource needs of crews.
- Conducts training sessions on new techniques and relays new information on industry changes.
- Make sure contract inspector and / or supervisor are satisfied and ensure customer service.
- Holds current Arboriculture Certification WE-6299-A.

1987 – 2000
Certified Arborist / Project Manager **McCullough's Tree Care**

- Project Management; responsible for 8 employees.
- Responsible for developing and monitoring job expenses and budgets.
- Provide excellent customer service and develop long term relationships.
- Responsible for enforcing safety rules and training.
- Participate and conduct regular training sessions to ensure proper use and care of inventory, company vehicles, equipment, materials and tools.

Licenses
California commercial drivers license class A
ISA Certified Arborist WE-6299-A
Qualified Application license QAL-37307
Electrical Hazard Awareness Program certificate
First Aid and CPR certified

Scott G. Rogers
17436 Lull Street
Northridge, CA 91325
818/757-1998

Experience:

1999 - Current
Certified Arborist/Project Manager TruGreen LandCare Canoga Park

- Project management, responsible for 30 employees
- Responsible for scheduling timely servicing, quality of product and service performed
- Responsible for monitoring and managing the job expense and budgets
- Provide quotations for supplemental work and special projects to improve arbor care.
- Provide excellent customer service and develop long-term client relationships
- Participate and Conduct regular training sessions to ensure proper use, care and inventor of company vehicles, equipment, and tools.
- Safety training
- Holds current arboriculture certification WE-3140A

1993 – 1999
Certified Arborist/Foreman Golden Bear Arborists

- Company representative for the palm trimming contract for City of Pasadena.
- Supervised trimming and removals for the Malibu fire contracts
- Safety office for Goldenbear foreman and personnel; annual performance evaluation for employees
- Company representative to maintain the tree inventory for City of Irvine
- Experience in tree equipment, aerial lift, skip loader, front end loader
- Related skills, irrigation systems, cable and rods, blue print reading, accurate record keeping, line clearing.

1991 – 1993
Crew Supervisor Gene Flietas Construction
Installation and maintenance of exterior structures and planting, lighting and irrigation systems, flagstone patios, and installation of shade and ornamental trees.

Licenses

California commercial Drivers License Class A
ISA Certified Arborist WC-3140
Qualified Applicator Certificate QC-20249
Electrical hazard awareness program certificate
First aid and CPR certified

OSCAR GARCIA
250 West 67th Way
Long Beach, Ca. 90805
310) 631-8478

OBJECTIVE: To secure a position where my abilities can be utilize and new skills can be learned, while making a significant contribution to the success of my employer.

EXPERIENCE:

7/03-Present **Branch Safety Training Coordinator** at TruGreen Landcare. Oversees all operations to insure that company safety rules are being followed and enforced. Prepare reports, maintain records and investigate accidents as needed. Coordinates and conducts all training with employees. Orders materials and supplies. Maintains inventories. Coordinates fleet services and vehicle maintenance. Responds to requests and complaints from clients, insurance companies, and the public. Disciplines personnel.

3/02- 10/02 **Park Maintenance Supervisor** at the city of Azusa. Administration of contracts. Supervise and trained personnel on construction and maintenance. Responded to work requests, and complaints. Conducted safety meetings, evaluate and disciplined personnel. Ordered materials, vehicles, and equipment. Scheduled personnel duties and special projects. Prepared and administered a million dollars annual budget. Saved over ninety thousand dollars in operations.

6/91-3/02 **Public Works Supervisor** at the city of Bell Gardens. Administration of contracts. Responsible for the construction, and maintenance of parks, medians, buildings, and facilities. Improved and repair irrigation systems, landscape areas, electrical, plumbing, and buildings. Maintenance of pool equipment, lakes, trees, vehicles, fences, water pumps, restrooms, painting and graffiti removal. Identified and control pests, diseases, and weeds. Ordered of materials, vehicles, and equipment. Installation, and repair of sidewalks, streets, asphalt and concrete. Conducted safety meetings and training, evaluate and discipline personnel. Scheduled of personnel work duties, special projects, and coverage of events. Responded to work requests, and complaints. Prepared and administer a million dollars annual budget.

3/91-6/91 **Pesticide Spray Specialist** at the University of Long Beach. Responsible for the identification and control of pests, diseases, and weeds. Ordering of materials, supplies, and equipment. Maintained records, reports, and inventory. Devised and applied preventive measures as necessary. Responded to work requests and complaints. Schedule vehicle maintenance.

6/81-12/90 **Field Manager / Quality Control** at Murray's Landscape Inc. Administration of commercial and municipal contracts. Supervision of subcontractors of various trades. Identified and control pests, diseases, and weeds. Ordering of materials, supplies, vehicles, and equipment. Scheduled and maintained records of vehicle fleet maintenance, and inventory. Revised blueprints and sketches. Designed and installed improvements. Conducted safety meetings and training. Hired, trained, supervised, evaluated, and disciplined personnel. Responded to work requests, and complaints. Computerized inventory, reports, truck routes, and maintained profitable operations. Managed all field operations. Annual operational budget over six million dollars.

EDUCATION

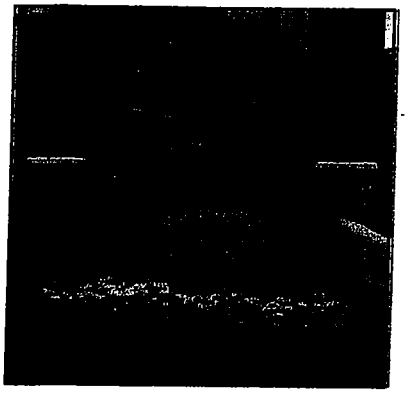
Certified Playground Safety Inspector. NPSI # 7585-0604. 2000.
Bachelor of Science in Business Administration. Columbia State Univ. 1997.
Certified Arborist. # WC-3033. 1996.
AA Business Administration. Compton College. 1995.
Pacific Southwest Maintenance Management School. 1995.
Backflow Prevention Device License. # 22071. 1992.
Horticulture Certificate. California Polytechnic Univ. Pomona. 1991.
Qualified Applicator License. # 38752. 1983.
Qualified Applicator Certificate. # 48784. 1982.

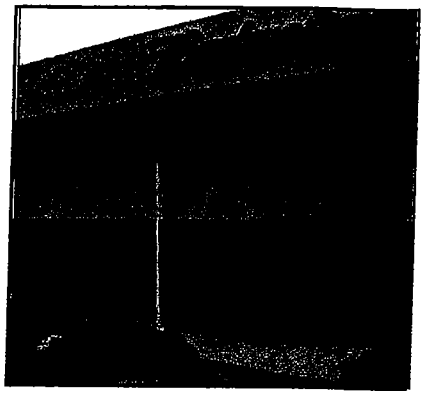
SKILS

Word processors, spreadsheets, and databases experience and office equipment.
Operate large and small construction vehicles and equipment.
Bilingual English / Spanish.

Work Plan

Large enough to serve you. Small enough to know you.





In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive *Initial & Follow-up* Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare

Service Offerings

As landscape experts, it's our job to provide exceptional care for your turf, plants, and trees. We offer more than simple maintenance for your landscape. We are a ***business partner*** who knows how to stay within your budget, a ***marketing partner*** who knows that the landscape makes an important first impression on customers and tenants, and an ***operations partner*** who knows the importance of fast, proactive service.

TruGreen offers:

- Sports Turf Division
- Insect and Disease Control
- Complete Landscape Enhancement Services
- Tree and Shrub Care
- Certified Arborist Division
- Seasonal Color Planting
- Exterior Holiday Lighting
- Irrigation System Design, Installation and Management
- 24 hour Call Emergency Service
- Landscape and irrigation designers on location

Landscape Installation Services

Whether you're a large or small, local or nationwide, TruGreen LandCare can deliver professional, worry-free service for the type of landscape installation you require.

We are known for our award-winning landscape designs. Our professionals have the resources to offer value-added services, including design/build, irrigation installation, renovation, project planning and coordination, complete contract administration, estimating, and customized reports.

Water Management Services

Many of our customers turn to TruGreen LandCare as a partner in progressive water management. Inefficient watering can adversely impact both budgets and the environment. TruGreen LandCare helps customers maintain their beautiful landscapes and valuable investments through:

- Water Audits
- Use Analysis
- Central Control System Installation and Monitoring
- System Mapping
- Annual Water Budgeting
- Shared Savings Agreements

Tree Care Services

Trees are considered an extremely valuable asset to your landscape, giving your property a unique appeal to customers, tenants, and employees. Rely on our TruGreen LandCare Certified Arborists and professionally trained tree care specialists to help keep your valuable investments on a well-managed maintenance program. Designed to keep trees healthy, strong and beautiful, our tree care program includes:

- Planting
- Pruning
- Transplanting and Removal
- Diagnosis, Appraisal and Evaluation
- Inventory and Management Programs
- Root Pruning and Barriers
- Cabling and Bracing
- Stump Removal
- Insect and Disease Control
- Fertilization
- Emergency Response

Specialized Services

If your project requires extensive landscape expertise and reliable service, then TruGreen LandCare is the partner for you. We offer many specialized services to address your needs, including:

- Landscape Preservation and Wetland Restorations
- Nursery Operations
- Sports Turf Management
- Green Waste Management/Recycling
- Plant Inventory Programs
- Exterior Lighting
- Golf Course Maintenance and Management

TruGreen LandCare Value Proposition Statement

"TruGreen is committed to the delivery of exceptional Landscape Services, a commitment ensured by our dedication to client communications, incomparable quality and a resolve to provide cost value for our service offerings."

TRUGREEN LandCare

Employee Screening and Security Policy

Before beginning work all TruGreen Employees are screened for the following:

- **Drug Testing:** TruGreen employs independent drug testing labs to screen for evidence of drug use. TruGreen has a zero tolerance policy in this area.
- **Social Security Checks:** Every employee is required to provide proof of eligibility to work in the United States.
- **Criminal Background Check:** Every employee is screened for a criminal background check. Any evidence of a felony record will disqualify a person from employment.
- **MVR Check:** Before operating a company vehicle on public or private roads, the employee will be subject to a Motor Vehicle Records check. One or more moving violations disqualify a person from operating a company vehicle.

Employee Code of Conduct on the Job

- No alcoholic beverages permitted on property.
- No employee shall be intoxicated while on property.
- Employees must be clean, neat, and wear a proper uniform bearing TruGreen LandCare's name.
- Employees must use proper safety equipment: steel-toe boots, safety vests, safety glasses, and earplugs.
- Show respect to all individuals on the property at all times.
- No weapon of any kind is permitted.
- The use of profanity or provocative language is prohibited.
- Contractor shall not allow unauthorized persons on property.
- No radios or loud music on property.

Certified Landscape Technician Training:

- TGLC encourages and sponsors employees for advanced education to become a Certified Landscape Technician, QAL and QAC.

Each employee has the opportunity to advance individual skills through advanced training programs in the area of Irrigation Technician, Chemical Technician, Enhancement Supervisor, Crew Leader and Area Manager

Safety First

It's TruGreen LandCare's goal to provide a safe workplace by elimination or control of known and potential safety and health hazards that our employees may face on the job. TruGreen LandCare prides itself on safety awareness and it is everyone's responsibility in all operations and at all levels. Safety is an integral part of our employee orientation program. It is mandatory for employees to attend the weekly safety meetings and acknowledge attendance by signing in. Our "Safety Pays" program creates an awareness and incentive to work safely. TruGreen LandCare employs a Regional Technical Manager (RTM), Regional Fleet and Safety Manager (RFSM), and a Divisional Risk and Safety Manager (DRSM). Each branch office employs a Branch Safety & Training Coordinator (BSTC).

TruGreen LandCare adheres to all current CALTRANS road safety and lane closure procedures. Branch Managers, Area Managers and Crew Leaders all take an active part in training, educating and implementing safety guidelines. TruGreen LandCare employs a full-time certified mechanic that is solely responsible for maintaining the safe operation of equipment. All manufacture specifications are strictly adhered to and charted for ease of tracking maintenance and repair requirements. National vendors also contribute to the safety and training program by sponsoring operational and educational seminars.

Key Points:

- TGLC employs Regional Safety Coordinators, Branch Safety Coordinators and Fleet Managers throughout the company.
- All TGLC employs complete a safety orientation and must pass a pre-employment drug screen test.
- TGLC implements Safety Pays Policy and rewards employees with raffles and BBQ's for Accident Free Months.
- Weekly and monthly safety meetings are held at the branch location every Friday morning throughout the year. Companywide safety meetings are held quarterly.
- Annual Pesticide Training, including Right to Know training, is provided yearly. Monthly training is held for new employees. MSDS sheets are available at the branch office and copies are kept in all TGLC vehicles.
- All employees who drive company vehicles must take a defensive driving course annually. Cameras are installed in many of our vehicles to support our strict safe driving standards.

Personnel Training

All crewmembers participate in our Gardeners Level I, and Level II Certification and training program. This training and certification gives all crew members a guideline to be able to rise within TruGreen LandCare as well as improving customer satisfaction.

In Gardener Level I Certification, new personnel are trained and certified in human resources, safety, back injury prevention, proper fuel safety, blower operation, 21" mower operation, line trimmer operation, basic hand tool orientation and power edger operation.

After the new employee has been working in the field for a few months they are eligible to begin training in our Gardener Level II Certification. Crew members are trained and tested in staking trees, riding mower operation, hedge trimmer operation, basic irrigation maintenance/repair, basic equipment maintenance, pesticide application, fertilizer application, proper storage of equipment on vehicles, basic tree trimming and natural pruning of shrubs.

Employees are also offered tuition reimbursement that can be used for classes/schools that train for ISA Certification, Pesticide Applicator Certification, Commercial Drivers License, and English Courses.

Management Training

All employees in management positions undergo "Regulatory Compliance Training" and "Leadership Essential Training". "Regulatory Compliance Training" covers employment laws and regulations. "Leadership Essential Training" deals with proper interaction with employees and customers, as well as, the fundamental of being a leader. Positive employee relations training is also given focusing on what motivates our employees and how to remain the employer of choice.

Tuition reimbursement and Branch Manager Training is also offered to management employees.

Recruitment and Replacement

TruGreen LandCare has full time Region Recruiters who actively search for the most qualified people the landscape industry can supply. They attend job fairs, as well as contact local colleges and schools. Additionally, potential employees interested in working for TruGreen LandCare can log onto out web site, www.TruGreen.com to review job openings throughout the nation. Extensive turnover reports are also performed by our staff to determine the best practices to keep current employees working for TruGreen LandCare.

Supervision

TruGreen LandCare employs both Area Managers and Area Supervisors to ensure that our crew supplies the best landscape services to our customers. Additionally, both Area Managers and Area Supervisors work closely with our crews to ensure that they conduct themselves in a professional manner as well as staying safe while working.

Uniforms and Identification

TruGreen LandCare has a national account with CINTAS. All employees are provided with five sets of uniforms. Each uniform consists of a long sleeve work shirt and long pants. Both the employees name as well as the company name are embroidered onto the shirts. Additionally, all employees are issued safety vests that have the name of the company stamped onto the back and baseball hats with company logo. All TruGreen LandCare vehicles have signs on both doors. All vehicles are marked with a vehicle unit # and a toll free number so that each vehicle can be easily identified.

In-House Training Program

Our in house library is comprised of printed material, which designates the parameters within which the TruGreen LandCare team operates. These materials are published by such reputable organizations as the National Arborist Association, the International Society of Arboriculture, The National Arbor Day Foundation, and the Oak Tree Foundation. After review of our references you will soon find that the standards we set for ourselves are closely aligned with the educational materials provided. TruGreen LandCare has extensively complied with SB198 and has further instituted a comprehensive hazard communications program, tailgate safety meeting program, and specialized Electrical Hazard Awareness Program (EHAP Certification Program).

ISA Certified Tree Workers and Certified Arborists are required to complete a total of 40 continuing education units (CEU) every two years in order to maintain their certification status. In order to retain their State license, our Pest Control Advisors are required to complete 40 hours of continuing education units (CEU) every two years also.

We recognize the importance of recruiting, selection, training, and tenure. Seventy percent of the management team of TruGreen LandCare has 8 years minimum tenure. Fifty percent of the trimming staff has tenure of more than 4 years.

TruGreen LandCare currently employs more than 180 people who are dedicated to the responsibility of the urban forest prevention. These team players are constantly being trained and cross-trained within the principles of their chosen profession. We are actively participating in the ISA Certification program sending our people as far as Northern California and Arizona to participate in the various testing programs and tree trimmer jamborees. We have won many jamboree events further installing a sense of pride and accomplishment in their profession.

TruGreen LandCare has a training facility located in our Upland office where bilingual instruction is regularly scheduled. Our library and audio visual capability further entices the mediocre tree trimmer to become eager participant in further education and the raising of his or her profession's. Our arborist knowledge gives them the pride, self-esteem, and sense of achievement that makes it apparent that our continuing education programs and training are working and not a requirement.

Safety/Health Policies and Procedures

The TruGreen LandCare – Arbor Division Safety and Health manual was written around the in compliance with SB198 is a document over 200 pages long. It is incorporated here by reference and available for review on request.

This company is also in full compliance with the California Highway Patrol's Biannual Terminal Inspection (BIT) program. Basically, this program requires that a company have a preventative maintenance program involving daily inspections, monthly service and quarterly comprehensive vehicle exams. Every two years the CHP comes to our facility and reviews all vehicle maintenance records and in-house programs for compliance.

Aerial towers are regulated by OSHA separately and receive regular inspections by state licensed inspectors who certify their condition. Our in-house capability to rebuild these units is in a continual process of updating, servicing, inspecting, repairing, and certifying these critical pieces of tree care equipment.

The success of the Safety and Health Program depends on the sincere, constant, and cooperative effort of the management and the employees. Their active participation and support of the program and implementation of its procedures will make it a success.

Annual Review

The following objectives and goals have been established to gauge the success of our program, as a minimum guideline, and will be reviewed annually by the safety coordinator to evaluate the plan's performance.

Objectives

To provide a safety and health program consistent with good operating practices and maintain compliance with applicable safety and health regulations, and in particular, CAL OSHA Section 3203 "Accident Prevention Plan" and the requirements of SB198. To create an attitude of safety consciousness in management, supervision, and employees. TruGreen LandCare will establish a spirit of cooperation and teamwork throughout all operations regarding all health and safety matters.

Safety/Health Policies and Procedures

The manual has been developed for the protection of all employees and to keep TruGreen LandCare free of accidents and injuries. It can only serve the company if it is used. Each foreman is required to read it thoroughly. All employees are required, as a condition of employment, to develop and exercise safe work habits in the course of their work to prevent injuries to themselves and others. The items listed below are part of the employee responsibilities, as outlined by CAL OSHA. However, they are only a portion of the program.

-Promptly report to their supervisor all accidents, near misses and injuries occurring within the course of their employment.
-Cooperate with and assist in investigation of accidents to identify causes and to prevent reoccurrence.
-Promptly report to their supervisor all unsafe actions, practices, or conditions they observe.
-Become familiar with and observe approved safe work procedures during the course of their work activities.
-Keep work areas clean and orderly at all times.
-Avoid engaging in any horseplay and avoid distracting others.
-Obey all safety rules and follow published work instructions.
-Wear protective equipment when working in hazardous areas or jobs, and / or as required by supervision.
-Inspect all equipment prior to use and report any unsafe conditions to your supervisor immediately.
-Submit any suggestions for accident prevention, without fear of reprisal, which may assist in improved working conditions or work practices to your immediate supervisor.

Quality Assurance Program

TruGreen LandCare will conduct daily, weekly or monthly inspections (as per contract specifications) of all the sites to insure that contract specifications are followed. On a daily, weekly or monthly basis (as described in contract specifications) the Area Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Area Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly or monthly basis (as described in contract specifications) the Area Manager will visit all the sites and do a thorough punch list of all locations noting conditions and required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Area Manager and the Branch Manager will conduct inspections monthly or bi-monthly (per contract size) with the Department of Public Works Representative. This will insure that contract guidelines are being followed and that quality horticultural practices are being performed. Copies of our inspections will be submitted to the Department of Public Works for review via fax or e-mail and filed at our office.

A **Landscape Quality Audit** (LQA) System can also be utilized if desirable to the Department of Public Works. The LQA System is TruGreen's first nationwide release of a program that will standardize the audit process. Implementing the LQA system will allow us to perform Landscape Quality Audits with efficiency and integrity while providing our customers and management a tool to monitor our performance. The LQA system will set the standards for the Landscaping Industry. The Landscape Quality Audit process has proven to be a very effective tool to:

- Monitor and improve performance.
- Gain additional business from customers.
- Improve proactive communication with customers.
- Create greater customer loyalty.
- Even out the peaks and valleys in our service.

Customer satisfaction will be confirmed by the client's signature on the audit forms, thus reducing the need for rework at job site. Additionally, a copy of the audit form shall be provided to the customer. The Landscape Quality Audit (LQA) system was created with six key elements in mind:

- To communicate with customers on a regular basis, monthly, bimonthly, quarterly, or yearly, based on customer preferences and the size of the account.
- To provide proactive suggestions for improvement through corrective actions and enhancements proposals.
- To continuously measure the performance of our team on the job site.

- To provide a tool for the Branch Manager to use to assess the status of all maintenance accounts throughout the year.
- To better gauge the probability of retention of business year to year.
- To provide a tool to measure customer satisfaction on a regular basis.

An **Initial Landscape Audit** (ILA) is the first evaluation of a job site. The ILA is used to show problem areas to the client before TruGreen begins work. The ILA acts as a baseline assessment for the Landscape Quality Audits (LQAs) that follow. Comparing the LQA to the ILA is an easy way to show improvements of the client's job site.

As far as review and reporting of any and all documentation (i.e. certified payroll, time sheets, pesticide application records, etc., etc.), this will all be made available to the Department of Public Works upon request.

LANDSCAPE QUALITY AUDIT

TruGreen LandCare

Property Name	
Street Address	
City, State	
Branch Name + Number	
Job #	
Customer #	
TruGreen Representative	
Date of Report	

CATEGORY RATING CRITERIA	
5	Exceptional
4	Exceeds Requirements
3	Meets Requirements
2	Needs Improvement
1	Does Not Meet Requirements

Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.

	1	2	3	4	5	N/A	Submit Proposal	Planned Action
1.0 LAWN								
1.1 Mowing Lines /Turf Cut								
1.2 Edging								
1.3 Lawn Fertility								
1.4 Weed Control								
1.5 Insect and Disease								
1.6 Irrigation								
LAWN TOTAL								

2.0 SHRUB BEDS								
2.1 Pruning								
2.2 Plant Fertility								
2.3 Weed Control								
2.4 Mulch								
2.5 Insect and Disease								
2.6 Irrigation								
SHRUB BED TOTAL								

3.0 SEASONAL COLOR								
3.1 Overall Appearance								
3.2 Pruning								
3.3 Plant Fertility								
3.4 Weed Control								
3.5 Insect and Disease								
3.6 Irrigation								
SEASONAL COLOR TOTAL								

4.0 GENERAL SERVICE								
4.1 Parking Lots/Sidewalks								
4.2 Debris Pick Up/ Blowing								
4.3 Proactive Suggestions								
4.4 Response Time								
4.5 Consistency of Service								
4.6 Communication w/ TruGreen								
GENERAL SERVICE TOTAL								

REPORT SUMMARY	Category Score	Div by	Number of Categories	Avg Quality	Check Appropriate LQA Rating	
1.0 LAWN		÷				Exceptional (5.0)
2.0 SHRUB		÷				Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR		÷				Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE		÷				Needs Improvement (2.0-2.9)
TOTAL SCORE		÷				Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____.

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Initial Landscape Assessment

TRUGREEN LandCare

Property Name:	
Location:	
Date:	
Prepared By:	

LAWN

Mowing Lines/Turf Cut

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Edging

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Lawn Fertility

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: Shrubs

Initial Landscape Assessment

TRUGREEN LandCare™

Property Name:	
Location:	
Date:	
Prepared By:	

SHRUB BEDS

Pruning

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Plant Fertility

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Mulch

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: Seasonal Color

Initial Landscape Assessment

TRUGREEN LandCare

Property Name:	
Location:	
Date:	
Prepared By:	

SEASONAL C

Overall Appearance

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Pruning

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Plant Fertility

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: General Services

Initial Landscape Assessment

TRUGREEN LandCare™

Property Name:		Date:	
Location:		Prepared By:	

Parking Lots/Sidewalks ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☑ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Debris Pick-Up & Blowing ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Proactive Suggestions ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements		
Response Time ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements		
Consistency of Service ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements		
Communication w/ Vendor ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements		

Congratulations you have completed the ILA!!! Now check your work: Turf

Subcontractors will be used
ONLY
if required by the County

Financial Statements

Financial Statements on file at:

The Department of Public Works

Administrative Services Division

Licenses

LICENSE NO.
03800 00004

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038

PEST CONTROL BUSINESS LICENSE
BRANCH LOCATION

THIS LICENSE EXPIRES
December 31, 2007

TRUGREEN LANDCARE
1323 W 130TH ST
GARDENA CA 90247

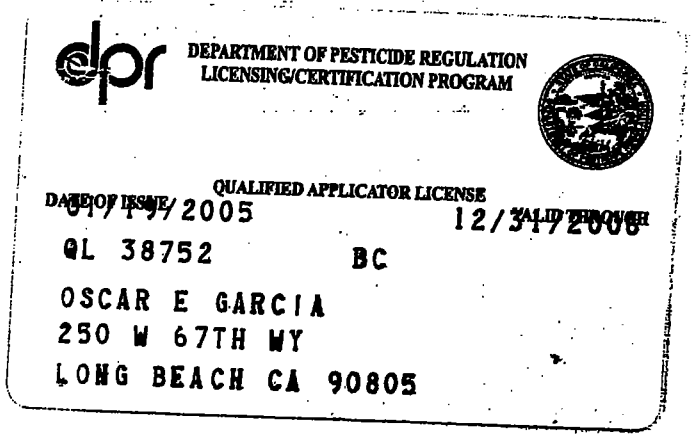
— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.

Bob Mackie Pest Control Advisor #AA-02579, Arborist # WC-3330
Region Technical Manager
TruGreen ChemLawn, California Region

Arbor Staff Qualifications

Name	Position	Years	Certification
Jose Manuel Perez	Operations Manager	22	WE – 0818A** WC – 352*
Wallace Burch	Region Safety Coordinator	22	WE – 0713A**
Sal Corona	Project Supervisor	30	WC – 890*
Scott Rodgers	Project Supervisor	12	WE – 3140A**
Jesus Cano	Field Supervisor	25	WC – 334*
Romuldo Gaeta	Field Supervisor	22	WC – 368*
Donato Leon	Field Supervisor	16	WC – 351*
Luis Garcia	Field Supervisor	12	WC – 445*
Julian Jimenez	Field Supervisor	12	WC – 446*
Gonzalo Regalado	Field Supervisor	11	WC – 495*
Ricardo Macias	Field Supervisor	6	WE – 4390A**
Steve Ponce	Field Supervisor	4	WE – 6461A**
Ramon Arvisu	Tree Worker	16	WC – 366*
Juan Pena	Tree Worker	16	WC – 371*
Francisco Pichardo	Tree Worker	16	WC – 453*
Raul A Pichardo	Tree Worker	16	WC – 372*
Rodolfo Toro	Tree Worker	16	WC – 591*
Francisco Urena	Tree Worker	16	WC – 375*
Renaldo Hernandez	Tree Worker	12	WC – 370*
Angel Perez	Tree Worker	11	WC – 717*

*Three digit certification numbers, like WC-329, are Certified ISA Tree Workers
** Five digit certification numbers, like WE-0713A, are Certified ISA Arborists



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 01/19/2005 VALID THROUGH 12/31/2006

QL 38752 BC

OSCAR E GARCIA
250 W 67TH WY
LONG BEACH CA 90805

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 02/01/2006 VALID THROUGH 12/31/2007

QL 33033 BCF

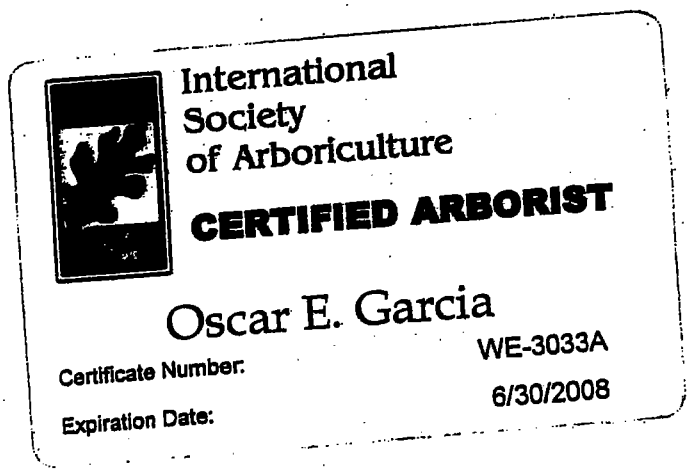
MICHAEL J SKOPIK
231 CALIFORNIA ST
LA HABRA CA 90631

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 6 of the Food and Agricultural Code in the categories indicated on the face of this card. This license does not authorize any person to engage for hire in the business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the Business of Pest Control for hire. This card must be shown to any representative of the Director or Commissioner upon request.

License Categories

A. Residential, Industrial, and Institutional
B. Landscape Maintenance
C. Right of Way
D. Plant Agriculture
E. Forest
F. Aquatic
G. Regulatory
H. Seed Treatment
I. Animal Agriculture
J. Demonstration and Research
K. Health Related
L. Wood Preservation
M. Antifouling-Tributyltin
N. Sewer Line Root Control
Q. Maintenance Gardener



International
Society
of Arboriculture

CERTIFIED ARBORIST

Oscar E. Garcia

Certificate Number: WE-3033A

Expiration Date: 6/30/2008

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number 774548 Entity PART

Business Name TRUGREEN LANDCARE A GENERAL PARTNERSHIP

Classification(s) B C61/D49 C27

Expiration Date 02/28/2006

California Home Friday, February 10, 20

License Detail CALIFORNIA CONTRACTORS STATE LICENSE BOA
Contractor License # 774548

DISCLAIMER

A license status check provides information taken from the CSLB license data base. Before relying on this information, you should be aware of the following limitations:

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license data base.

Extract Date: **02/10/2006**

* * * Business Information * * *

TRUGREEN LANDCARE A GENERAL PARTNERSHIP
860 RIDGE LAKE BLVD
MEMPHIS, TN 38120
Business Phone Number: (901) 681-1800

Entity: **Partnership**
Issue Date: **02/03/2000** Expire Date: **02/29/2008**

* * * License Status * * *

This license is current and active. **All information below should be reviewed.**

* * * Classifications * * *

Class	Description
D49	TREE SERVICE
C27	LANDSCAPING

* * * Bonding Information * * *

CONTRACTOR'S BOND: This license filed Contractor's Bond number **285014359** in the amount **$10,000** with the bonding company
LIBERTY MUTUAL INSURANCE COMPANY.
Effective Date: **01/01/2004**

Contractor's Bonding History

BOND OF QUALIFYING INDIVIDUAL(1): This license filed Bond of Qualifying Individual numbe **10326590300262** for MARK JOSEPH WESEL in the amount of **$7,500** with the bonding compan **ACE PROPERTY AND CASUALTY INSURANCE COMPANY.**
Effective Date: **07/18/2001**

BOND OF QUALIFYING INDIVIDUAL(2): This license filed Bond of Qualifying Individual numbe **10326590300095** for WALLACE EUGENE BURCH in the amount of **$7,500** with the bonding company
ACE PROPERTY AND CASUALTY INSURANCE COMPANY.
Effective Date: **07/11/2000**

* * * Workers Compensation Information * * *

This license has workers compensation insurance with the
ZURICH AMERICAN INSURANCE COMPANY (4581-5)
Policy Number: **WC293852503** Effective Date: **01/01/2006** Expire Date: **01/01/2007**

Workers Compensation History

* * * Miscellaneous Information * * *

Date	Description
06/13/2004	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List Other Licenses

License Number Request Contractor Name Request Personnel Name Request

Salesperson Request Salesperson Name Request

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Proof of Valid Insurance

MEMORANDUM OF INSURANCE

12/05/05

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

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

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

COMPANIES AFFORDING COVERAGE

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY/)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 2938528-03	01/01/2006	01/01/2009	GENERAL AGGREGATE	$5,000,000
					PRODUCTS -COMP/OP AGG	Included in Above
					PERSONAL & ADV INJURY	$3,000,000
					EACH OCCURRENCE	$3,000,000
					FIRE DAMAGE (any one fire)	$1,000,000
					MED EXP (any one person)	$5,000
A	AUTOMOBILE LIABILITY ANY AUTO	BAP2938531-03 (AOS)	01/01/2006	01/01/2009	COMBINED SINGLE LIMIT	$5,000,000
					BODILY INJURY (per person)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
B	EXCESS LIABILITY UMBRELLA FORM	BE4484642	04/01/2005	04/01/2006	EACH OCCURRENCE	$5,000,000
					AGGREGATE	$5,000,000
A A	WORKERS COMP & EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: INCLUDED	WC 2938525-03 (AOS) WC2938527-03 (WI)	01/01/2006	01/01/2009	X WC Statutory limits	
					EL EACH ACCIDENT	$1,000,000
					EL DISEASE- POLICY LIMIT	$1,000,000
					EL DISEASE – EA EMPLOYEE	$1,000,000
	PROPERTY					

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

Additional Information

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

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

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

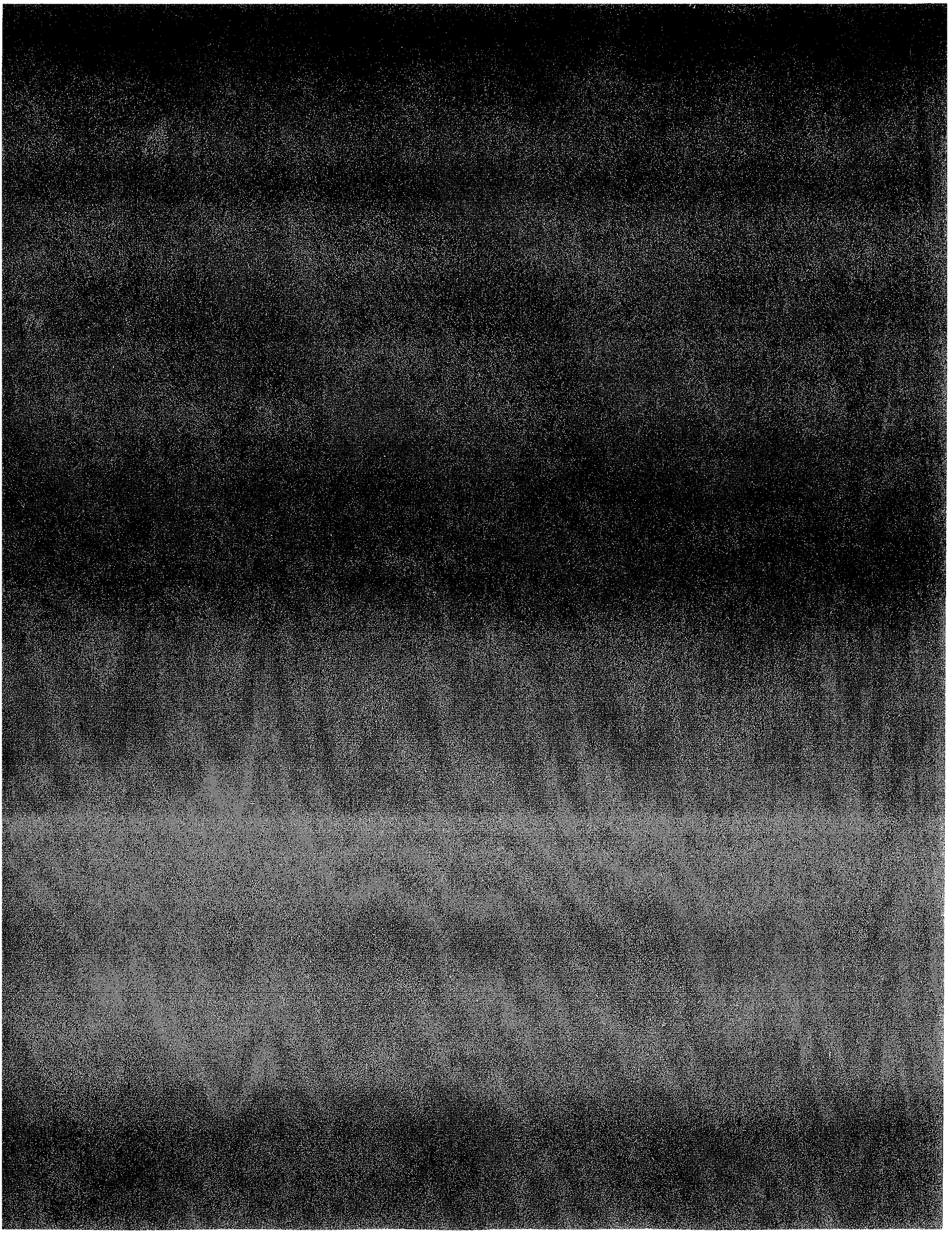
xistence of more than one insured or additional insured or other interests shall not serve to increase the limits of liability of the policy.

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

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

If the enclosed Memorandum of Insurance does not meet the required minimum limits, TruGreen LandCare acknowledges that the required insurance coverage will be provided prior to commencing work under the proposed contract (s).



Labor Regulations
and
Record Keeping Requirements

TRUGREEN LandCare

a.

I. Employees are responsible for reporting directly to the established satellite office closest to the contracted client location (centralized). The employees' shift starts at their scheduled start time; typically 6:30 am, depending on contract requirements. Employees are paid from the time they are scheduled to begin working (or sooner if they perform work of any kind even prior to their scheduled shift) beginning at the centralized satellite location.

II. Employees are required to keep on the time-sheets that must be completed showing the start time they begin working, the property on which the hours were worked, and lunch breaks. These are reviewed daily by the Area Manager and immediate Crew Supervisor. Employees are required to sign time-sheets daily

III. Time sheets are kept on each employee and tracked daily by each employee showing work start times, end times, lunches, and the properties on which they worked for those hours. These daily time-sheets are reviewed by the immediate Crew Supervisor and Area Manager and are signed by the Area Manager daily. Employees create these time sheets but they are also reviewed by the Crew Leader and Supervisor. The Crew Leader reviews for accuracy for the jobs associate with the hours. The Area Manager reviews to ensure lunch breaks are being taken and reflected appropriately. The hours documented by the employee and signed for by the employee are transferred into a payroll time and attendance system that calculates payroll and is used to generate pay. A payroll report is created weekly to explain the check to the employee, the hours worked daily, and what was overtime versus regular hours.

IV. There is also a Human Resources Audit process that occurs at all business units with the Organization that occurs approximately twice a year by the Region Human Resources Manager. This audit encompasses a review of a valid sampling of payroll and the respective time-sheets. A comparison is made between hours documented by employees, hours paid, calculation of overtime, both daily, and weekly and ensures we are providing weekly reports to employees to explain their pay check weekly. This audit covers two pay-period during our highest volume of staffing. All errors are reported into a centralized database at our Corporate Headquarters for audit and review.

V. Employees lunch breaks are reflected on their time sheets and are signed by the employee confirming a lunch was taken. Breaks are taken and monitored by the Crew Supervisor and audited by the Area Manager.

b.

I. Employee payroll checks are generated by a centralized mainframe payroll system that received file feed from the branch's time and attendance system. The system takes the hours from the time and attendance system, and issues the employee a paycheck systematically. The time and attendance system has programming that takes the hours and calculates the overtime, daily and weekly as well as overtime for workweeks consisting of more a certain number of workdays in a week. Employees are paid all hours due that pay period on one check. The wages are broken up on the check into different earning buckets showing the employee the total dollar amount for overtime, regular hours, bonus, commission, vacation, holiday, etc.

II. Manual checks are never issued to streamline the payroll process, maintain compliance with overtime laws and IRS regulations, and ensure appropriate wage rates where living or prevailing wage apply.

III. Very seldom, if ever, will an employee work multiple jobs requiring multiple wages. However, in those instances, the system is designed to track, and pay appropriately as required by living or prevailing wage requirements. Checks are systematically generated from hours entered into the time and attendance system using hours the employee documented on his/her time card. Each hour worked is accounted for and associated with the contract on which the employee's time is spent. This job is attached to a wage for any contracts that must comply with any living wage or prevailing wage situation. The hours worked on that particular job is coded to that appropriate wage to ensure employees are paid for the appropriate wage for those hours. Employees document daily which jobs they spend time on and the times they were on those jobs. The system's logic is designed to appropriate assign the rate to that employee's hours based on the job the employee documents having worked on (imbedded in the system's design).

IV. Travel time during an employee's shift is paid at the rate that corresponds to the job on which the employee is working. Travel time consists of all travel from the point of meeting for work at the satellite location at the beginning of the day, travel from site to site

if that is required, and travel back to the satellite at the end of the day.

V. Employees are typically on one job without ever having to work on jobs causing the employee to have multiple wage rates. Overtime is calculated at 1.5 or 2 times the rate associated with the job on which the employee worked the overtime hours depending on the number of hours worked that day and that week and the corresponding overtime law requirements.

TRUGREEN LANDCARE

6245 - Javier (MDR - 0250)

DATE:

Wednesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
45723	Raul Hernandez							
56317	Jaime Mendoza							
56331	Jose Delgado							
261085	Alfredo Cabello							
294075	Antonio Chacon M							
#N/A	1-52" Mower							
#N/A	2-Blowers							
#N/A	2-Weed Eaters							
#N/A	1-Edger							
#N/A	1-Hedge Trimmer							

SAMPLE

Job Name Nombre de Trabajo	Job Number # Trabajo	Work Order Number	Start Time	Stop Time	Hours to be charged to this activity: BM	Irr	Color	Enh	Snow	Arbor	Other	Total Hours
Marina Del Rey	0250											
Marina Del Rey	7251											

Area Manager Signature: X

Total Hours to be Keyed

Shop 813 Admin 819 Funeral 808 Non productive 805 Jury Duty 810 Vacation 807 Holiday 811 Unexcused 910

5507001

TruGreen-LandCare
Certified Payroll Report

Period Ending 01/28/06 Check Date 02/03/06

JOB: 62450250
Los Angeles Co-Marina Del Rey
13837 Fiji Way
Marina Del Rey , CA 90292

RAUL HERNANDEZ 00045723
1524 W DEL AMO BLVD
TORRANCE , CA 90501
SSN: 677109011
Check No : 1370995

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	8.00	8.00		40.00	11.100	444.00	444.00	3.63	27.53			10.00	41.16	402.84

JAIME MENDOZA 00056317
6500 TEMPLETON STREET
HUNTINGTON PARK , CA 90255
SSN: 608144806
Check No : 1371013

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	8.00	8.00		40.00	9.8[illegible]	393.20	393.20		24.38			8.85	33.23	359.97

JOSE DELGADO 00056331
11711 1/2 ALLIN ST
APT #475
CULVER CITY , CA 90230
SSN: 612060760
Check No : 1370967

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat [illegible]/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
4.00							4.00	9.460	37.84	302.72	2.20	18.77			6.82	27.79	274.93

ALFREDO CABELLO 00261085
125 E BARCLAY ST
LONG BEACH , CA 90805
SSN: 565496946
Check No : 1370951

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	[illegible]00	[illegible]		40.00	10.330	413.20	413.20	28.23	25.62	7.05		9.29	70.19	343.01

ANTONIO CHACON MIRANDA 00294075
323 W 3RD STREET
APT #16
SAN PEDRO , CA 90731
SSN: 606290039
Check No : 1370958

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	[illegible].00		[illegible].00	4.00	36.00	9.460	340.56	378.40		23.46			8.50	31.96	346.44

********** TOTALS **********

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/27	Sat 01/28	TOTAL HOURS	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
4.00	32.00	32.00	32.00	24.00	32.00	4.00	160.00	1,628.80	1,931.52	34.06	119.76	7.05	.00	43.46	204.33	1,727.19

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

45723 HERNANDEZ, RAUL
1524 W DEL AMO BLVD
TORRANCE CA 90501

SSN 9011

Check # 01370995

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	11.10	444.00
	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		444.00

FED W/H	FICA	STATE	LOCAL	OTHER DED	
3.63	33.97	.00	.00	3.56	TOTAL DED. 41.16

NET PAY 402.84

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

56317 MENDOZA, JAIME
6500 TEMPLETON STREET
HUNTINGTON PARK CA 90255

SSN 4806

Check # 01371013

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	9.83	393.20
	.00	8.00	8.00	8.00	8.00	.00	.00	40.00		393.20

FED W/H	FICA	STATE	LOCAL	OTHER DED	
.00	30.08	.0	.00	3.15	TOTAL DED. 33.23

NET PAY 359.97

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summar

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

56331 DELGADO, JOSE
11711 1/2 ALLIN ST
CULVER CITY CA 90230

SSN 0760

Check # 01370967

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR	8.00	8.00			8.00	8.00		32.00	9.46	302.72
	8.00	8.00	.00	.00	8.00	8.00	.00	32.00		302.72

FED W/H	FICA	STATE	LOCAL	OTHER DED	
2.20	23.16	.00	.00	2.43	TOTAL DED. 27.79

NET PAY 274.93

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

261085 CABELLO, ALFREDO
125 E BARCLAY ST
LONG BEACH CA 90805

SSN 6946

Check # 01370951

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	10.33	413.20
	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		413.20

FED W/H	FIC	STATE	LOCAL	OTHER DED	
28.23	31.61	7.05	.00	3.30	TOTAL DED. 70.19

NET PAY 343.01

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

294075 CHACON MIRANDA, ANTONIO
323 W 3RD STREET
SAN PEDRO CA 90731

SSN 0039

Check # 01370958

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00		8.00	8.00	40.00	9.46	378.40
	.00	8.00	8.00	8.00	.0	.00	8.00	40.00		378.40

FED W/H	FICA	STATE	LOCAL	OTHER DED		
.00	28.9	.00	.0	3.02	TOTAL DED.	31.96
					NET PAY	346.44

SAMPLE

ServiceMASTER®

2006 SERVICEMASTER'S GUIDE TO UNDERSTANDING YOUR PAYCHECK STUB

Period Ending:

Check No. _____

Employee Name: _____ **Employee ID** _____

AMOUNT OF CHECK	349.21

A	B	
Gross Wages	**Taxable Earnings**	**Net Pay**
393.00	345.96	349.21

Description		Hours	Gross Wages	Year To Date
Regular	C	40 00	320 00	320 00
Overtime	D	2 00	15 00	15 00
Addtl Pay	E			
Add/Rtr	F		50 00	50 00
Commission	G			
Vacation	H			
Holiday	I	8 00	8 00	8 00
Sick	J			
Snow Removal	K			
ESPP Match	L			
Xcess Life	M			
Dep Life Imp	M			
Vehicle Use	N			

Description		Taxes/Ded	Year-To Date
Federal Income Tax	O	17 00	17 00
Federal FICA Withheld	P	24 92	24 92
Federal Medicate Withheld	Q	5 83	5 83
(xx) Department of Revenue	R		
DI/SUI Tax Witheld	S		
GLTC	T		
ESPP	U	5 00	5 00
*Medical	V	34 62	34 62
*Dental	W	12 42	12 42
*Vision	X		
Vol AD&D	Y		
*LTD	Z		
*401 k	AA		
*FSA - Medical	BB		
*FSA - Dep Care	CC		
Dep Life	DD		
Supp Life	EE		

* A deduction with an asterick (*) is a PRE TAX deduction.

Note: It is the employee's responsibility to verify their hours are correct and accurate. Please notify your supervisor immediately if there are any corrections needed to your hours worked.

A.) Gross Wages- Amount earned before any deductions are made.
B.) Earnings- Amount of taxable earnings after any salary conversion or pre-tax deductions.
C.) Regular-Represents hours & wages worked & earned during a pay period.
D.) Overtime-Represents hours & wages worked & earned in overtime.
E.) Addtl Pay- Any additional pay from ServiceMaster
F.) Add/Retr- Any retroactive pay due.
G.) Commission-Any commission due.
H.) Vacation-Any vacation pay due
I.) Holiday- Any holiday pay due.
J.) Sick-Any sickpay due.
K.) Snow Removal-Any snow pay due.
L.) ESPP Match- The ESPP company matching 15% contribution is added to gross wages, taxed & removed before net pay is reached.
M.) Xcess Life or Dep Life Imput - Amounts of Life Insurance in excess of $50,000 may be taxable depending on age, annual salary and/or volume according to IRS regulations. Any taxable cost is added to gross wages, taxed & removed before net pay.
N.) Vehicle Use- Taxable value of the personal use of company vehicle.
O.) Federal Income Tax- The amount of Federal Tax due based on the W-4 on file.
P.) Federal FICA Withheld- Deduction for Social Security taxes.
Q.) Federal Medicare Withheld- Deduction for Medicare Insurance.
R.) Department of Revenue- The amount of State tax withheld for those that have a State Tax.
S.) DI/SUI- States that require you to contribute to a state disability fund or state unemployment insurance.
T.) GLTC-Deduction for Group Term Long Term Care Insurance.
U.) ESPP- If you elect to participate in the Employee Stock Purchase Plan-the POST TAX deduction appears here.
V.) Medical- PRE-TAX deduction for Medical Insurance.
a.) Med HMO
b.) Med PPO (base) c.) Med Basic Sv
d.) Med PPO BU (buy up) e) Med HMSA
W.) Dental- The PRE-TAX deduction for Dental Insurance.
a.) Den PPO (base) b.) Den DHMO
c.) Den PPO BU (buy up)
X.) Vision-The PRE-TAX deduction for Vision Insurance.
Y.) AD&D-POST-TAX deduction for Accidental Death & Dismemberment Insurance.
Z.) LTD- POST-TAX deduction for Long Term Disability Insurance.
AA.) 401 k- PRE-TAX 401 k deduction
BB.) FSA - Medical PRE-TAX deduction for the Health Care Reimbursement Account.
CC.) FSA - Dep Care PRE-TAX deduction for the Depend Care Reimbursement Account.
DD.) Dep Life Insurance- POST TAX deduction for Dep Life Insurance coverage.
EE.) Supp Life Insurance- POST TAX deduction for Employee Supp Life Insurance coverage.

Retroactive or refund premiums processed as an adjustment are recorded separately on the employee's paycheck. Examples include a qualified status change or enrollments received after the coverage effective date

If an employee missed health and welfare benefit deductions, they are collected as arrears and included on the paycheck with the regularly scheduled benefit deduction.

Revised 1/05

Additional Information

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Green Tech Name of Parent Company (if applicable):	Attendee's Name: Ruth Fernandez / Gus Marquez Title: Owner	Mailing Address: 13128 Telegraph Rd Sto G-1 City: SFS State: CA Zip: 90670 Telephone Number: (800) 420 1962 FAX: (562) 777 1962 e-mail Address: greentechonline@verizon.net
Company Name: FAR EAST Landscape Name of Parent Company (if applicable):	Attendee's Name: Tony Moon Title: OWNER	Mailing Address: P O Box 951357 City: Mission Hills State: Ca Zip: 91395 Telephone Number: (661) 297-0676 FAX: (661) 297-6291 e-mail Address: FAR EAST moon 1 @ Yahoo, Com
Company Name: Premier Name of Parent Company (if applicable):	Attendee's Name: Josh Song Title: G.M.	Mailing Address: 4695 Wilshire Blvd. #259 City: L.A. State: CA Zip: 90010 Telephone Number: (213) 386-2552 FAX: (213) 386-2546 e-mail Address: pbms@pacbell.net.
Company Name: MIDORI GARDENS Name of Parent Company (if applicable):	Attendee's Name: AL GAMATERO Title: controller	Mailing Address: 32321 S. Main St. City: Santa Ana State: Zip: 92707 Telephone Number: ( ) 714 751-8792 FAX: ( ) e-mail Address: Midoriscape@sbcglobal.net

PROPOSERS CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: FRANK MATTISON LANDSCAPE Name of Parent Company (if applicable): N/A	Attendee's Name: FRANK MATTISON Title: OWNER	Mailing Address: 43759 15TH. W. #217 City: LAN State: CA Zip: 93534 Telephone Number: (661) 940-6069 FAX: ( ) 9422731 e-mail Address: FRANKMATTISONLANDSCAPE @ HOTMAIL
Company Name: SWAYZERS Inc. Name of Parent Company (if applicable): ~~ELIJAH SW~~	Attendee's Name: ELIJAH SWAYZER III Title:	Mailing Address: 1663 E. Del Amo City: CARSON State: CA Zip: 90746 Telephone Number: (323) 979-7223 FAX: ( ) e-mail Address:
Company Name: Angels Landscape ~~Renteria~~ Name of Parent Company (if applicable): Renteria	Attendee's Name: Robert Renteria Title: Owner	Mailing Address: 15903 Lakewood Blvd. Suite 103 City: Bellflower, ~~CA 90706~~ State: CA Zip: 90706 Telephone Number: (562) 477-4313 FAX: (562) 292-0105 e-mail Address: robert@angelslandscape.com
Company Name: Azteca landscape Name of Parent Company (if applicable):	Attendee's Name: Nick Alvarado Title: Sales Manager	Mailing Address: 1027 E Acacia St City: Ontario State: Ca Zip: 91761 Telephone Number: (909) 673-0889 FAX: (909) 673-9192 e-mail Address: Nick @Azteca landscape

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: TROPICAL CREATIONS, Inc Name of Parent Company (if applicable):	Attendee's Name: MAC DURAN Title: VP	Mailing Address: 18555 EDDY ST City: NORTHRIDGE State: CA Zip: 91324 Telephone Number: (818) 885-5000 FAX: (818) 885-5554 e-mail Address: MDURAN@TROPICALCREATIONS.COM
Company Name: Swayzer's Inc. Name of Parent Company (if applicable):	Attendee's Name: Ezekiel Swayzer Title:	Mailing Address: 1663 E. Del Amo City: Carson State: CA Zip: 90746 Telephone Number: (323) 979-7223 FAX: ( ) e-mail Address:
Company Name: OROZCO Landscape and TREE company Name of Parent Company (if applicable):	Attendee's Name: Robert Cisneros Title: Sales & operations	Mailing Address: 11194 Apeline Ave City: Pomona State: CA Zip: 91766 Telephone Number: (909) 623-8287 FAX: (909) 469-0634 e-mail Address: robert@orozcolandscape.com
Company Name: Systems Management Inc Name of Parent Company (if applicable):	Attendee's Name: Jason Wade Title: Business Admin.	Mailing Address: P.O. Box 92433 City: Pasadena State: CA. Zip: 91109 Telephone Number: (626) 791-1388 FAX: (626) 791-1494 e-mail Address: [redacted]SM1626@msn.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: TRUGREEN LANDCARE Name of Parent Company (if applicable): SERVICEMASTER	Attendee's Name: CHRIS DAUGHERTY Title: AREA MANAGER	Mailing Address: 1323 W. 130th St. City: Gardena, CA. State: CA Zip: 90247 Telephone Number: (310) 354-1520 FAX: ( ) e-mail Address:
Company Name: United Pacific Sec Name of Parent Company (if applicable):	Attendee's Name: JACK Mooring Title: General Manager	Mailing Address: 120 E LA HABRA Blvd. City: LA HABRA State: CA Zip: 90631 Telephone Number: (562) 691-4600 FAX: (562) 691-8839 e-mail Address:
Company Name: Toyo Landscape Name of Parent Company (if applicable):	Attendee's Name: Michael T. Ohshita Title: Sec. Treas	Mailing Address: 764 N Cypress City: Orange State CA Zip: 92867 Telephone Number: (714) 6335200 FAX: (714) 6335030 e-mail Address: MTOANZAI@AOL
Company Name: MERCHANTS LANDS. Name of Parent Company (if applicable):	Attendee's Name: PATRICK HEALY Title: L.A. BRANCH MANAGE	Mailing Address: 11220 1/2 Peoria St. City: SUN VALLEY State: CA Zip: 91325 Telephone Number: (800) 645-4881 FAX: (818) 504-2578 e-mail Address: Patrick@merchantslandscape.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Sun-Scapes Landscape Co. Name of Parent Company (if applicable):	Attendee's Name: Jennifer Barouti Title: Estimator	Mailing Address: 1529 W. 13th St. #D City: Upland State: CA. Zip: 91786 Telephone Number: (909) 982.0325 FAX: (909) 982.0396 e-mail Address: info@sun-scapes.net
Company Name: Environmental Point Name of Parent Company (if applicable):	Attendee's Name: TRAMLIN WATKINS Title: For mon	Mailing Address: 10950 S Central Ave City: L.A. State: Calif Zip: 9059 Telephone Number: (323) 5635642 FAX: (323) 5635643 e-mail Address: Cell 3104330517
Company Name: Alma Gardening Name of Parent Company (if applicable):	Attendee's Name: Santiago Gonzalez Title:	Mailing Address: 2583 W Sierra Hwy City: Acton ~~Ca~~ State: Ca Zip: 93510 Telephone Number: (661) 269-2958 FAX: ( ) Same e-mail Address:
Company Name: Complete LANDSCAPE CARE Name of Parent Company (if applicable):	Attendee's Name: Stephen Cox Title: OPERATIONS MANAGER	Mailing Address: 10715 Bloomfield Ave City: Santa Fe Springs State: CA Zip: 90670 Telephone Number: 562 944-4441 FAX: (562) 941-9943 e-mail Address: Steve@CompleteLandscapeCareInc.Com

PROPOSERS CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: L Barrios & Associates Name of Parent Company (if applicable):	Attendee's Name: John Barrios Title: Project Manager	Mailing Address: 302 E. Foothill Blvd. City: San Dimas State: CA Zip: 91773 Telephone Number : (626) 524-8873 FAX: (909) 592-3809 e-mail Address: (909) 592-5893 jvbarrios@earthlink.net
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City : State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:

Forms List

VERIFICATION OF STATEMENT OF QUALIFICATIONS

FORM PW-1

DATE: 02-22 , 2006	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.	
2. NAME OF SERVICE: Landscape Maintenance	
DECLARANT INFORMATION	
3. NAME OF DECLARANT: David G. Evans	
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE VENDOR(S).	
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE VENDOR IS: Branch Manager	
VENDOR INFORMATION	
6. Vendor's full legal name:	TruGreen LandCare, A General Partnership
7. Vendor's fictitious business name or dba (if any):	N/A
8. The Vendor's form of business entity is (CHECK ONLY ONE):	
☐ Sole proprietor	
☐ A corporation:	Corporation's principal place of business:
	State of incorporation:
	President/CEO:
	Secretary:
☒ A general partnership:	Names of partners: TruGreen LandCare, L.L.C ~~TruGreen Companies, L.L.C~~
☐ A limited partnership:	Name of general partner:
☐ A joint venture of:	Names of joint venturers:
☐ A limited liability company:	Name of managing member:

e only persons or firms interested in this proposal as principals are the following: TruGreen LandCare

me(s)	Title	Phone	Fax
ess	City	State	Zip
me(s)	Title	Phone	Fax
ess	City	State	Zip
me(s)	Title	Phone	Fax
ess	City	State	Zip

. This proposal is made without collusion with any other person, firm, or corporation. The Vendor has carefully examined the location of the proposed work, and familiar with all of the physical and climatic conditions, and makes this bid solely upon the Vendor's own knowledge. The Vendor has carefully examined the ecifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this oposal is accepted, the Vendor will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full yment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

CHECK ONE:

☒ (1) I am making these representations on my personal knowledge;

OR

☐ (2) I am making these representations based on information and belief that they are true.

clare under penalty of perjury under the laws of California that the foregoing is true and correct.

nature of Vendor or Authorized Agent:	David G Evans
e name and title:	David G. Evans Branch Manager

FORM PW-2

OMITTED FOR THIS RFSQ PROCESS

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Vendor is excepted from the Program.

Company Name: TruGreen LandCare, A General Partnership	
Company Address: 1323 West 130th Street	
City: Gardena	State: CA Zip Code: 90247
Telephone Number: 310/354-1520	
(Type of Goods or Services): Landscape Maintenance	

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: David G. Evans	Title: Branch Manager
Signature: David G Evans	Date: 02/22/06

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

FORM PW-4

PROPOSED CONTRACT FOR: Request For Statements of Qualifications for Landscape Maintenance
SERVICE BY VENDOR TruGreen LandCare, A General Partnership
PROPOSAL DATE: 02/22/06

This information must include all work undertaken in the State of California by the Vendor and any partnership, joint venture or corporation that any principal of the Vendor participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Vendor. The Vendor may attach any additional information or explanation of date which the Vendor would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts	50	210	190	197	35	682	35
2. Total dollar amount of Contracts (in thousands of dollars)	1,800	8,160	8,280	7,900	6,160	32,300	6,160
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	1	3	3	4	11	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	2	27	19	0	48	0
6. No. of lost workdays	0	4	150	15	4	173	0

he above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and ccurate within the limitations of those records.

TruGreen LandCare, A General Partnership
David G. Evans

ıme of Vendor or Authorized Agent (print)

Signature

02/22/06
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, David G. Evans

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) Branch Manager

of TruGreen LandCare, A General Partnership

Name of Vendor

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed David G Evans Date 02/22/06

FORM PW-6

VENDOR'S REFERENCE LIST

PLEASE SEE ATTACHED

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Vendor during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Vendor's Reference List (Form PW-6)
3. Other Governmental Agencies and Private Companies

Fax:
Juan Price – 310/802-5310-310/802-5301
City of Manhattan Beach
Landscape Maintenance.
1994 – Present

Fax:
Andy Ramirez – 323/584-6214-323/584-6310
City of Huntington Park
Landscape Maintenance
2004 - Present

Fax:
Tito Molina – 310/458-8974-310/399-6984
City of Santa Monica
Landscape Maintenance
1989 – Present

Fax:
Jan Bartolo – 818/238-5315-818/238-5321
City of Burbank
Landscape Maintenance
2004 - Present

Fax:
Larry Still – 310/544-5252-310/544-5295
City of RPV
Landscape Maintenance
2004 – Present

Fax:
Mark Trujillo – 310/524-2716-310/414-0911
City of El Segundo
Landscape Maintenance
2004 – Present

Fax:
Kevin Trudeau – 323/848-6339-323/848-6565
City of West Hollywood
Landscape Maintenance
1994 – Present

Fax:
Michael Flaherty – 310/318-0259-310/798-2917
City of Hermosa
Landscape Maintenance
2004 - Present

Fax:
David Torres – 323/563-5785-323/582-3106
City of South Gate
Landscape Maintenance
1999 – Present

Fax:
Steve Farmer – 310/973-3263-310/371-8877
City of Lawndale
Landscape Maintenance
2004 - Present

Fax:
Louis McKenzie – 310/605-5691-310/639-4955
City of Compton
Landscape Maintenance
2003 – Present

Fax:
Mary Keener – 310/615-2650 X217-310/322-4334
El Segundo Unified School District
Landscape Maintenance
2001 - Present

Fax:
Art Romero – 562/220-2113-562/220-2105
City of Paramount
Landscape Maintenance
1999 – Present

Fax:
Rudy Garcia – 213/851-2435-213/485-1540
City of Los Angeles
Bureau of Street Services
1998-Present

Fax:
Pat Agnitch – 310/285-2537-310/385-0840
City of Beverly Hills
Landscape Maintenance
1998 – Present

Vendor's Reference List (Form PW-6)
A. County of Los Angeles Agencies

Fax:
Wayne Shumaker – 310/577-5742-310/306-2594
L.A. County Beaches and Harbor
Marina Del Rey
Landscape Maintenance
1994-Present

Fax:
Bill Hottran – 626/926-2311-626/968-1372
L.A. County Belvedere Parks
Landscape Maintenance
2001-Present

Fax:
Vickie Valles – 626/458-7393-626/458-7395
L.A. County
Department of Public Works
Landscape Maintenance
2002-Present

FORM PW-7

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name	TruGreen LandCare, A General Partnership
Address	1323 West 130th Street Gardena, California 90247
Internal Revenue Service Employer Identification Number	36-4313318

In accordance with Los Angeles County Code Section 4.32.010, the Vendorcertifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Vendor has a written policy statement prohibiting any discrimination in all phases of employment.	☒ YES ☐ NO
2.	The Vendor periodically conducts a self- analysis or utilization analysis of its work force.	☒ YES ☐ NO
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	☒ YES ☐ NO
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action to include establishment of goals and timetables.	☒ YES ☐ NO

Vendor	TruGreen LandCare, A General Partnership
Authorized representative	David G. Evans
Signature	David G Evans
Date	02/22/06

FORM PW-8

LIST OF SUBCONTRACTORS

The Vendor is required to fill in the following blanks. N/A

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TruGreen LandCare, A General Partnership
My County (WebVen) Vendor Number: 52607901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☒ General Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 197					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			9	1	181	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			3			

III. PERCENTAGE OF OWNERSHIP IN FIRM: NO NATURAL PERSON OWNS 5% OR MORE
Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
David G Evans	Branch Manager	02/22/06

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature David G. Evans	Title Branch Manager
Firm Name David G. Evans	Date 02/22/06

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name: TruGreen LandCare, A General Partnership	Date of Request: 02/22/06
Project Title: Request For Statements of Qualifications For Landscape Maintenance Services	Project No. AS-O

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

TruGreen LandCare, A General Partnership
Company Name

1323 West 130th Street Gardena, California 90247
Address

36-4313318
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	(X)

David G Evans
Signature

02/22/06
Date

avid G. Evans Branch Manager
Name and Title (please type or print)

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: TruGreen LandCare, A General Partnership			
Company Address: 1323 West 130th Street			
City: Gardena	State: CA	Zip Code: 90247	
Telephone Number: 310/354-1520	Facsimile Number: 310/323-4780	Email Address: Dave_evans@landcare.com	
Awarding Department: County of Los Angeles		Contract Term: N/A	
Type of Service: Landscape Maintenance			
Contract Dollar Amount: N/A		Contract Number (if any): N/A	

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: David G. Evans	TITLE: Branch Manager
SIGNATURE: David G Evans	DATE: 02/22/06

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: TruGreen LandCare, A General Partnership	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: David G Evans	DATE: 02/22/06
PLEASE PRINT NAME: David G. Evans	TITLE OR POSITION: Branch Manager

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Vendor's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

David D Evans
Owner's/Agent's Authorized Signature

David G. Evans Branch Manager
Print Name and Title

TruGreen LandCare, A General Partnership
Print Name of Firm

02/22/06
Date

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: TruGreen LandCare, A General Partnership	Print Name of Owner: N/A
Print Address of Firm: 1323 West 130th Street	Owner's/AGENT's Authorized Signature: David G Evans
City, State, Zip Code: Gardena, California 90247	Print Name and Title: David G. Evans

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION **Vendor Name:** TruGreen LandCare, A General Partnership **Contracting Department:** of Public Works **Department Contact Person:** Donald L. Wolfe **Phone:** 626/458-5100	**RANGE OF DEDUCTION____** (Deduction is taken from the maximum evaluation points available)	
	Vendor Fully Disclosed	Vendor *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that Vendor has a record of very serious violations.*	8 - 10% Consider investigating a finding of Vendor non-responsibility**	16 - 20% Consider investigating a finding of Vendor non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of Vendor non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that Vendor has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that Vendor does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Vendor's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Vendor
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of cations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

FORM LW-7

REQUESTED INFORMATION ON THE VENDOR'S MEDICAL PLAN COVERAGE

Vendor: TruGreen LandCare, A General Partnership

Name of Vendor's Health Plan: Cigna Date: 02/22/06

(Please use a separate form for each health plan offered by the Vendor to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Vendor's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Vendor's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Any Annual Deductible? Per Person Per Family	 Y N Y N	 $ $	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 Y N Y N	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

PLEASE SEE ATTACHED

LW-7 – VENDOR'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

☐ **Becomes eligible for health insurance coverage after 90 days of employment.**

☐ **Is defined as an employee who is employed more than 30 hours per week.**

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS N/A DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS N/A DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

ServiceMASTER.

Fuel for Life

Webcast for Leaders on 2006 Benefits Changes and Enrollment

Choose Well. Live Well.

Company Overview

ServiceMaster currently provides outsourcing services for residential and commercial customers through a network of over 5,500 company-owned and franchised service centers and business units operating under leading brands that include Terminix, TruGreen ChemLawn, TruGreen LandCare, ARS Service Express, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, American Home Shield, AmeriSpec, Merry Maids, and Furniture Medic.

As America's Service Brands for Home and Business, the core service capabilities of the company include lawn care and landscape maintenance; termite and pest control; plumbing, heating, and air conditioning services; cleaning and disaster restoration; furniture repair; and home warranty.

To learn more about ServiceMaster, visit us online at www.svm.com.

The Benefits of a Career with ServiceMaster

When you join ServiceMaster, you're joining an industry leader. That means you enjoy the advantages and opportunities of a career with a major organization, as well as a comprehensive total benefits package.

At ServiceMaster, we value the contribution our employees make to our success. We reward that contribution, in part, through a broad range of valuable benefits designed to serve employees as thoughtfully and effectively as they serve our customers. The company's philosophy is to provide a comprehensive benefits program that meets the needs of our diverse employee population.

The ServiceMaster benefits program:

- Provides financial protection for you and your family against catastrophic health care expenses;
- Gives you access to quality coverage at an affordable cost;
- Offers benefit options so you have the flexibility to choose the benefits that best meet your needs;
- Encourages healthy living; and
- Gives you opportunities to save for the future.

ServiceMaster offers a wide variety of options, from medical coverage to disability and life insurance—as well as a work/life balance program that can help you cope with the demands of your work and personal life.

Our savings and retirement benefits include the ServiceMaster Profit Sharing and Retirement Plan and the Employee Stock Purchase Plan, which give you a convenient way to save for a secure financial future.

Supporting Our Business Objectives

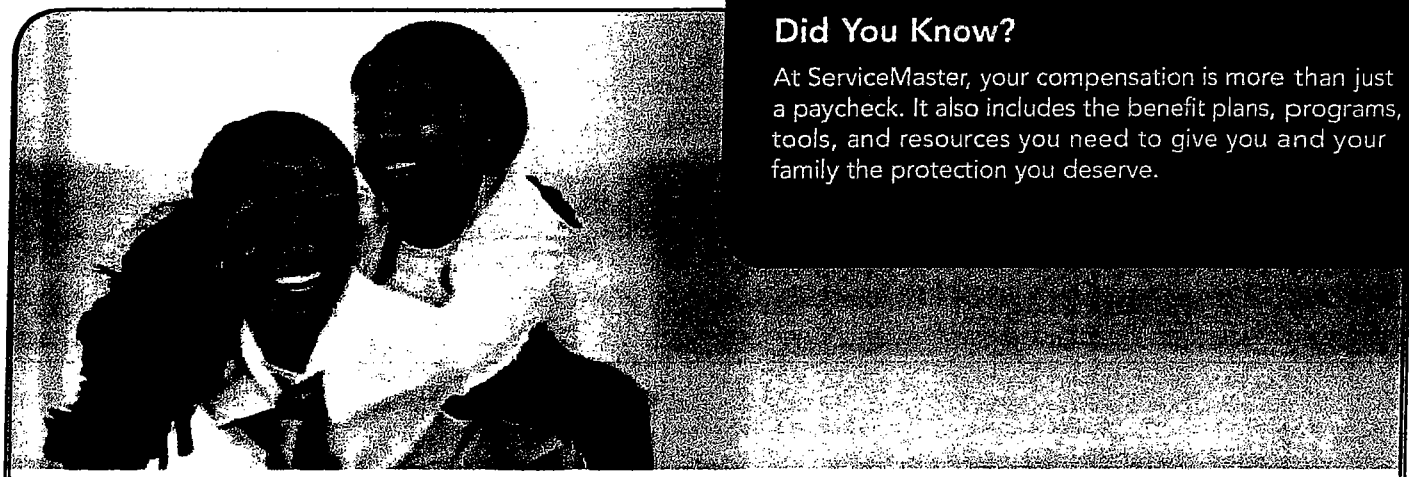
We have incorporated our four core objectives into our benefit plan designs:

Honor God in All We Do—We do the right thing by offering our employees a comprehensive benefits package.

Excel with Customers—We provide benefits that help employees manage their personal lives so they can focus on serving our customers.

Help People Develop—We create benefit plans that recognize different people have different needs, and those needs change over time.

Grow Profitably—We have the ability to enhance our benefits when we are profitable. We ask employees to help us manage these costs by using their benefits wisely.



Did You Know?

At ServiceMaster, your compensation is more than just a paycheck. It also includes the benefit plans, programs, tools, and resources you need to give you and your family the protection you deserve.

Health and Welfare Benefits

Health and welfare benefits are a valuable part of your total compensation at ServiceMaster. We offer a benefits package that includes a variety of plans to protect your health and income.

Eligibility

If you're a regular full-time employee, you may enroll in medical, dental, vision, life insurance, the legal services plan, and reimbursement accounts. Eligible dependents include your legal spouse, unmarried children under age 19, full-time students up to age 24, and children under your legal guardianship.

Coverage is effective on the first of the month coincident with or following three consecutive months of service. Full-time employees are also eligible for disability benefits. For employees hired on or after January 1, 2006, disability benefits are effective following the completion of 12 consecutive months of service.

You and your immediate family members are eligible for the ServiceMaster LifeManagement Program and Business Travel Accident Insurance on your first day of employment.

Making Changes During the Year

You may only make changes to your coverage during the year if you have a qualified status change. You have up to 45 days after the date of the event to change your coverage, and the change must be consistent with the event.

Medical Plan

The medical plan options are designed to help protect you and your covered family members from the high cost of medical care and to help you get healthy and stay healthy. This section describes the medical plan options available to ServiceMaster employees.

Regular PPO

The Regular PPO is a preferred provider organization offered through Blue Cross Blue Shield. PPO options let you choose in- or out-of-network services, with a higher level of benefits for in-network services. In-network benefits include:

- $20 office visit copayment; $30 specialist office visit copayment
- $30 urgent care facility copayment
- $1,000 individual/$2,000 family annual deductible
- Wellness care services for each covered individual
- 70% coinsurance for hospital coverage

Super PPO

The Super PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than the Regular PPO.. In-network benefits include:

- $20 office visit copayment; $30 specialist office visit copayment
- $30 urgent care facility copayment
- $600 individual/$1,200 family annual deductible
- Wellness care services for each covered individual
- 80% coinsurance for hospital coverage

Premium PPO

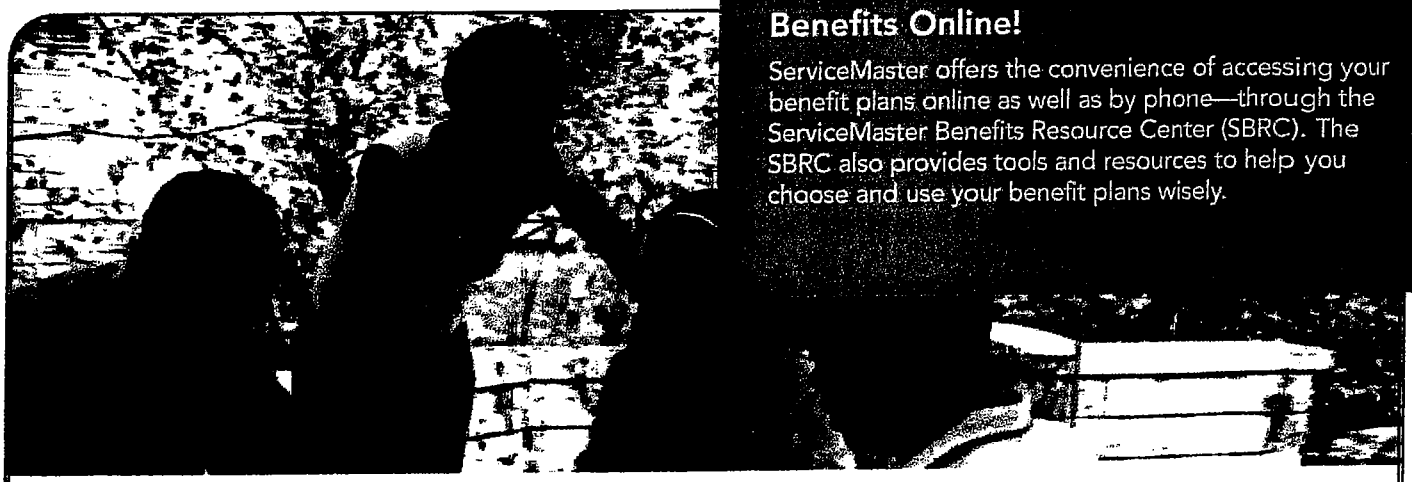
The Premium PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than both the Regular PPO and the Super PPO. In-network benefits include:

- $15 office visit copayment; $25 specialist office visit copayment
- $25 urgent care facility copayment
- $400 individual/$800 family annual deductible
- Wellness care services for each covered individual
- 90% coinsurance for hospital coverage

HMO

The HMO (where available) is a health maintenance organization through CIGNA that provides care through a network of HMO providers. **No benefits are paid for out-of-network services.** In-network benefits include:

- $20 primary care physician (PCP) office visit copayment; $30 specialist office visit copayment
- $35 urgent care facility copayment
- $75 emergency room copayment
- $125 outpatient surgery copayment
- $500 inpatient hospital admittance copayment
- PCP is required



Benefits Online!

ServiceMaster offers the convenience of accessing your benefit plans online as well as by phone—through the ServiceMaster Benefits Resource Center (SBRC). The SBRC also provides tools and resources to help you choose and use your benefit plans wisely.

Prescription Drug Plan

When you enroll in one of the PPOs or the HMO, you'll automatically receive prescription drug coverage through Caremark. **The plan only provides coverage through Caremark network providers.** This section describes the prescription drug benefits for each medical plan option.

Regular PPO

The Regular PPO prescription drug benefits include:

- $50 individual/$100 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 85% generic/75% preferred brand-name/65% non-preferred brand-name coinsurance
- $1,500 annual maximum benefit for retail and mail order combined

Super PPO and HMO

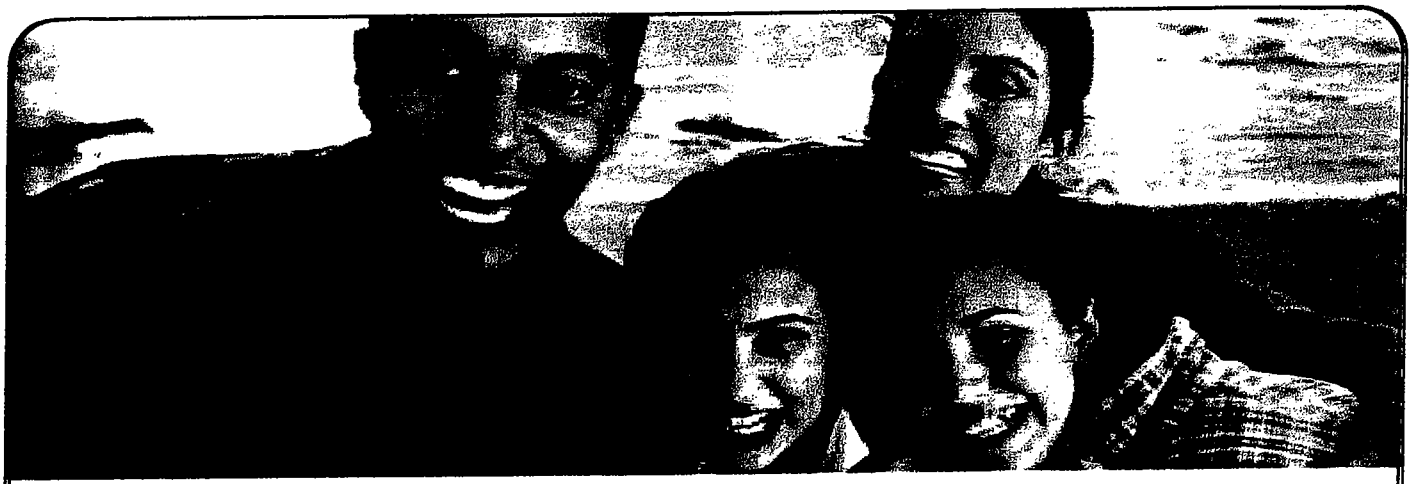
The Super PPO and HMO prescription plan benefits include:

- $50 individual/$100 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 90% generic/80% preferred brand-name/70% non-preferred brand-name coinsurance

Premium PPO

The Premium PPO prescription drug benefits include:

- $25 individual/$50 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 95% generic/85% preferred brand-name/75% non-preferred brand-name coinsurance



ServiceMaster LifeManagement Program

The ServiceMaster LifeManagement Program provides help with the stress and challenges of life—at no cost to you. Confidential services are available 24 hours a day, seven days a week to provide help with issues such as:

- Stress
- Marital and family problems
- Alcohol and drug dependencies
- Financial and legal issues
- Work/life balance
- And more!

The program offers professional consultation, by telephone or in person, as well as online screening tools, self-assessments, and personalized improvement plans to help you better understand and cope with life's challenges and opportunities.

Dental Plan

The dental plan helps cover the cost of dental expenses for you and your covered family members. The plan offers the following dental options.

Base DPPO

The MetLife Base DPPO works like the medical PPOs, and it lets you choose in- or out-of network services with a higher benefit for in-network services. In-network benefits include:

- $50 per person annual deductible
- $1,500 per person annual maximum benefit
- Preventive care—$0 (no deductible)
- Basic services—85% coinsurance
- Major services—50% coinsurance

Buy-Up DPPO

The MetLife Buy-Up DPPO is a dental PPO that provides orthodontia coverage. It also lets you choose in- or out-of-network services. In-network benefits include:

- $50 per person annual deductible
- $1,500 per person annual maximum benefit
- Preventive care—$0 and deductible
- Basic services—85% coinsurance
- Major services—50% coinsurance
- Orthodontia—50% coinsurance up to $1,000 lifetime maximum (for children up to age 19 or to age 24 if a full-time student)

DHMO

The CIGNA DHMO is a dental health maintenance organization that provides benefits through a network of providers. No benefits are paid for out-of-network services. In-network benefits include:

- $0 per person annual deductible
- Unlimited annual maximum benefit
- Preventive care—$0 for most services
- Basic services—$0 for most services
- Major services—fee schedule
- Orthodontia—fee schedule (adults and children)
- Primary general dentist is required

Vision Program

The vision program helps keep your costs down for exams and eyewear, and it provides benefits through the Cole Managed Vision network. In-network benefits include:

- Exam—$10 copayment
- Frames or contacts—$100 allowance annually
- Lenses—standard lenses covered in full after exam copayment
- Other discounts apply

Reimbursement Accounts

The reimbursement accounts give you a way to save taxes on the money you spend for eligible health care and dependent day care expenses.

Health Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for a variety of eligible health care expenses for you and your eligible dependents. Eligible health care expenses include copayments, deductibles, coinsurance, and eligible expenses not covered by your medical, dental, or vision coverage.

Dependent Day Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for qualified dependent care expenses. Qualified dependent care expenses include day care, day camp, preschool, and qualified before- and after-school programs.

Life Insurance

Life insurance is an important part of your benefits package, since it provides a benefit to your beneficiaries in the event of your death.

Basic Life Insurance

ServiceMaster provides basic life insurance of 1½ times your eligible annual earnings (up to a maximum of $300,000) for all eligible employees. There's no cost to you for this coverage.

Supplemental Life Insurance

ServiceMaster gives you the option to purchase additional supplemental life insurance coverage of up to four times your eligible annual earnings, with a maximum of $2 million for basic and supplemental coverage combined.

Dependent Life Insurance

You may choose life insurance for your spouse and children from age 14 days to 19 years (or 24 years, if your child is a full-time student).

Disability Insurance

Disability coverage helps protect you and your family from loss of income due to illness or injury.

Short-Term Income Protection

ServiceMaster provides Short-Term Income Protection at no cost to you if you meet the eligibility requirements. This plan provides income protection if you are unable to work due to a non-work-related illness, injury, or pregnancy-related disability.

Long-Term Disability

Long-term disability (LTD) insurance replaces a portion of your income if you're ill or injured and unable to work for an extended period of time. Benefits are payable after a 14-week elimination period. Any benefit you receive may be offset by other sources of income, such as social security.

Legal Services Plan

ServiceMaster's Legal Services Plan offers a network of more than 9,000 participating attorneys to help with your legal needs, such as real estate matters, debt collection defense, and immigration assistance. Legal services benefits include:

- Telephone consultations;
- In-person consultations;
- Preparation of legal documents such as wills; and
- Representation in many legal matters.

When you see an in-network attorney, covered legal services are provided with no additional attorney fees.

Additional Benefits

Other benefits available to ServiceMaster employees include:

Accidental Death and Dismemberment Insurance

Accidental death and dismemberment (AD&D) insurance provides a benefit in the event of certain serious injuries or death due to an accident. You can purchase AD&D coverage for yourself and your eligible dependents.

Business Travel Accident Insurance

Business Travel Accident Insurance (BTA) provides a benefit if you die or sustain serious injuries in an accident while traveling on approved ServiceMaster business. Coverage is automatically provided at no cost to you.

Savings and Retirement Benefits

At ServiceMaster, we know how important it is to save for the future—and to make sure our employees have prepared for their financial security. ServiceMaster's savings and retirement benefits can help.

Eligibility

Full-time and part-time employees who are 18 years of age or older and have completed 90 days of service are eligible for two plans: the ServiceMaster Profit Sharing and Retirement Plan (PSRP) and the ServiceMaster Employee Stock Purchase Plan (ESPP). Participation is effective as soon as administratively possible following enrollment.

The ServiceMaster Profit Sharing and Retirement Plan

The ServiceMaster Profit Sharing and Retirement Plan is a 401(k) plan that allows you to save for your future. It's easy and convenient, because your contributions are deducted from each paycheck on a before-tax basis. You select the percentage of your eligible earnings you would like to contribute, from 1% to 75% (up to the annual IRS dollar limit), and the funds in which you want to invest.

You may also roll over qualified distributions from other eligible qualified retirement plans. The plan provides for an annual, discretionary company matching contribution, as well as the ability to take a loan on your vested account.

The ServiceMaster Employee Stock Purchase Plan

The ServiceMaster Employee Stock Purchase Plan (ESPP) allows you to participate in the company's success by purchasing stock. You select the percentage of your paycheck, from 1% to 10% of your eligible earnings, that you would like to contribute to the ESPP. Your contributions are made on an after-tax basis. The plan makes a matching contribution of 15¢ for every dollar you contribute, up to 10%. Dividends on shares you own are reinvested in your account to buy additional shares of company stock.

__Note:__ This is a summary and does not contain full details of the plans. In the event there is an inconsistency between this material and the plan documents, the plan documents will govern. The company reserves the right to modify or terminate the benefit plans at any time.

Contact Information

ServiceMaster employees may contact the following resources for information.

Whom to Call:	For What:	Phone/Web Address:
Blue Cross Blue Shield of Illinois	■ Regular PPO ■ Super PPO ■ Premium PPO	800-491-4903 www.bcbsil.com
Caremark	■ Prescription drugs	866-273-6409 www.caremark.com
CIGNA	■ HMO ■ DHMO	800-896-4969 www.cigna.com
Cole Managed Vision	■ Vision	800-334-7597 www.colemanagedvision.com
Computershare	■ Employee Stock Purchase Plan	888-834-0744 www.computershare.com
Hyatt Legal Plans	■ Legal Services Plan	800-821-6400 www.legalplans.com
Magellan Health Services	■ LifeManagement Program	800-306-4936 www.magellanhealth.com
MetLife	■ Base DPPO ■ Buy-Up DPPO	800-942-0854 www.metlife.com/dental
ServiceMaster Benefits Resource Center (SBRC)	■ Eligibility ■ General Information	877-262-6372 http://resources.hewitt.com/svm
T. Rowe Price	■ Profit Sharing and Retirement Plan—the 401(k) plan	800-922-9945 www.ps.troweprice.com
UnumProvident	■ Life insurance and AD&D ■ LTD	800-445-6402 866-717-4796 www.unumprovident.com
WageWorks	■ Reimbursement accounts	877-924-9967 www.wageworks.com

ServiceMaster offers you
a career with opportunity, advantages, and
a total compensation package that gives you
the protection and financial security
you're looking for.

SVM-36558-10/05

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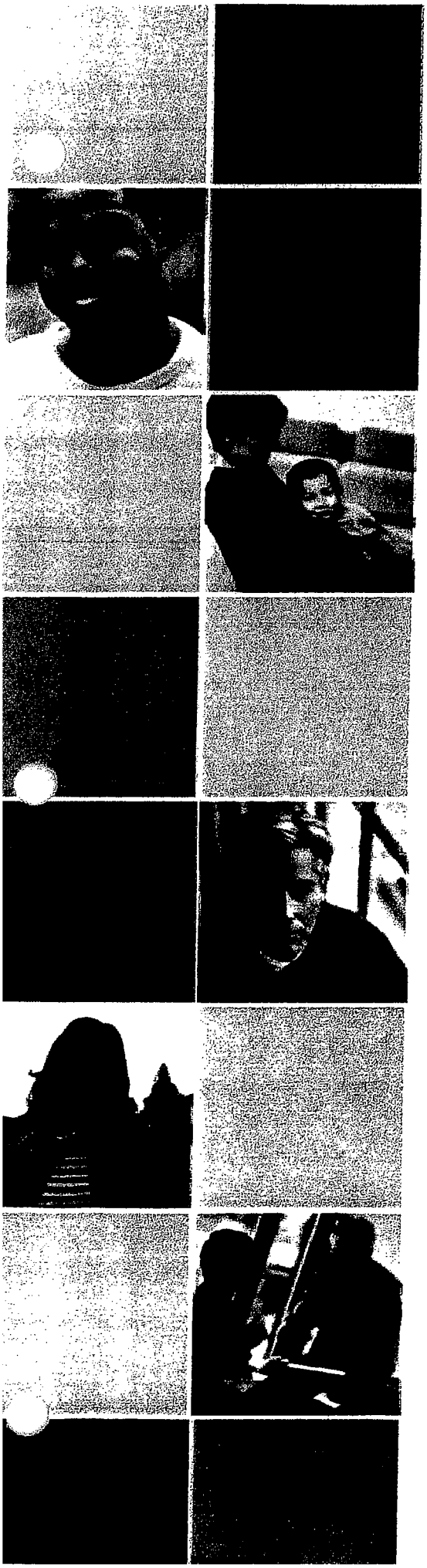

How do I know if it's more than the blues?

Who can help find good child care?

How can I reduce stress in my life?

What care is available for my aging parents?

Life is a series of questions.

We can help you find the answers.

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ServiceMASTER®

LifeManagement Program

1-800-308-4936

For TTY users: 1-800-456-4006

www.MagellanHealth.com

MAGELLAN HEALTH SERVICES

Getting Better All the Time

SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006
EMPLOYEE PREMIUMS

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	$8.08	$17.50	$27.46	$59.50	$34.85	$75.50	$35.31	$76.50
Employee +1 Dependent	$13.38	$29.00	$46.62	$101.00	$59.08	$128.00	$70.62	$153.00
Employee + 2 Dependents	$15.46	$33.50	$62.08	$134.50	$79.85	$173.00	$97.85	$212.00
Employee + 3 or more Dependents	$15.92	$34.50	$78.23	$169.50	$102.00	$221.00	$97.85	$212.00

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	$5.77	$12.50	$6.46	$14.00	$3.46	$7.50
Employee +1 Dependent	$11.54	$25.00	$12.92	$28.00	$6.23	$13.50
Employee + 2 Dependents	$16.15	$35.00	$18.46	$40.00	$8.54	$18.50
Employee + 3 or more Dependents	$18.00	$39.00	$20.31	$44.00	$9.69	$21.00

	Weekly	Semi-Monthly
Employee	$1.15	$2.50
Employee +1 Dependent	$2.54	$5.50
Employee + 2 Dependents	$3.46	$7.50
Employee + 3 or more Dependents	$3.46	$7.50

Per $100 of Coverage	$0.83

Example: 43 year old, eligible earnings $25,000
Benefit = $25,000 x 60% = $15,000 annual benefit ($15,000/100 = $150)
Premium = $150 *.83 = $124.50
$124.50 / 52 = $2.40 per weekly pay period or $124.50 / 24 = $5.19 per semi-monthly pay period

	Weekly	Semi-Monthly
Coverage	$3.64	$7.88

Revised 10.10.2005

SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006
EMPLOYEE PREMIUMS

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	Per $1,000 of Coverage	Per $1,000 of Coverage	Spouse/Child(ren)	Weekly	Semi-Monthly
< 25	$0.72	$1.08	$15,000/$2,000	$0.86	$1.86
25 - 29	$0.84	$1.32	$25,000/$5,000	$1.45	$3.15
30 - 34	$0.96	$1.44	$50,000/$10,000	$2.93	$6.35
35 - 39	$1.20	$1.68			
40 - 44	$1.80	$2.64			
45 - 49	$2.76	$4.08			
50 - 54	$4.80	$7.32			
55 - 59	$7.32	$11.04			
60 - 64	$11.88	$17.88			
65 - 69	$20.04	$30.00			
> 70	$39.12	$58.68			

Example: 43 year old, eligible earnings $25,000, elected supplemental life = 2 x eligible earnings non-smoker
Benefit = $25,000 x 2 = $50,000 benefit ($50,000/1000 = $50)
Premium = $50 * 1.80 = $90
$90 / 52 = $1.73 per weekly pay period or $90 / 24 = $3.75 per semi-monthly pay period

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
$20,000	$0.14	$0.21	$0.30	$0.45
$30,000	$0.21	$0.31	$0.45	$0.68
$40,000	$0.28	$0.42	$0.60	$0.90
$50,000	$0.35	$0.52	$0.75	$1.13
$60,000	$0.42	$0.62	$0.90	$1.35
$70,000	$0.48	$0.73	$1.05	$1.58
$80,000	$0.55	$0.83	$1.20	$1.80
$90,000	$0.62	$0.93	$1.35	$2.03
$100,000	$0.69	$1.04	$1.50	$2.25
$150,000	$1.04	$1.56	$2.25	$3.38
$200,000	$1.38	$2.08	$3.00	$4.50
$250,000	$1.73	$2.60	$3.75	$5.63
$300,000	$2.08	$3.12	$4.50	$6.75
$350,000	$2.42	$3.63	$5.25	$7.88
$400,000	$2.77	$4.15	$6.00	$9.00
$450,000	$3.12	$4.67	$6.75	$10.13
$500,000	$3.46	$5.19	$7.50	$11.25
$550,000	$3.81	$5.71	$8.25	$12.38
$600,000	$4.15	$6.23	$9.00	$13.50
$650,000	$4.50	$6.75	$9.75	$14.63
$700,000	$4.85	$7.27	$10.50	$15.75
$750,000	$5.19	$7.79	$11.25	$16.88

Plan Design Summary - *No change from previous presentation*

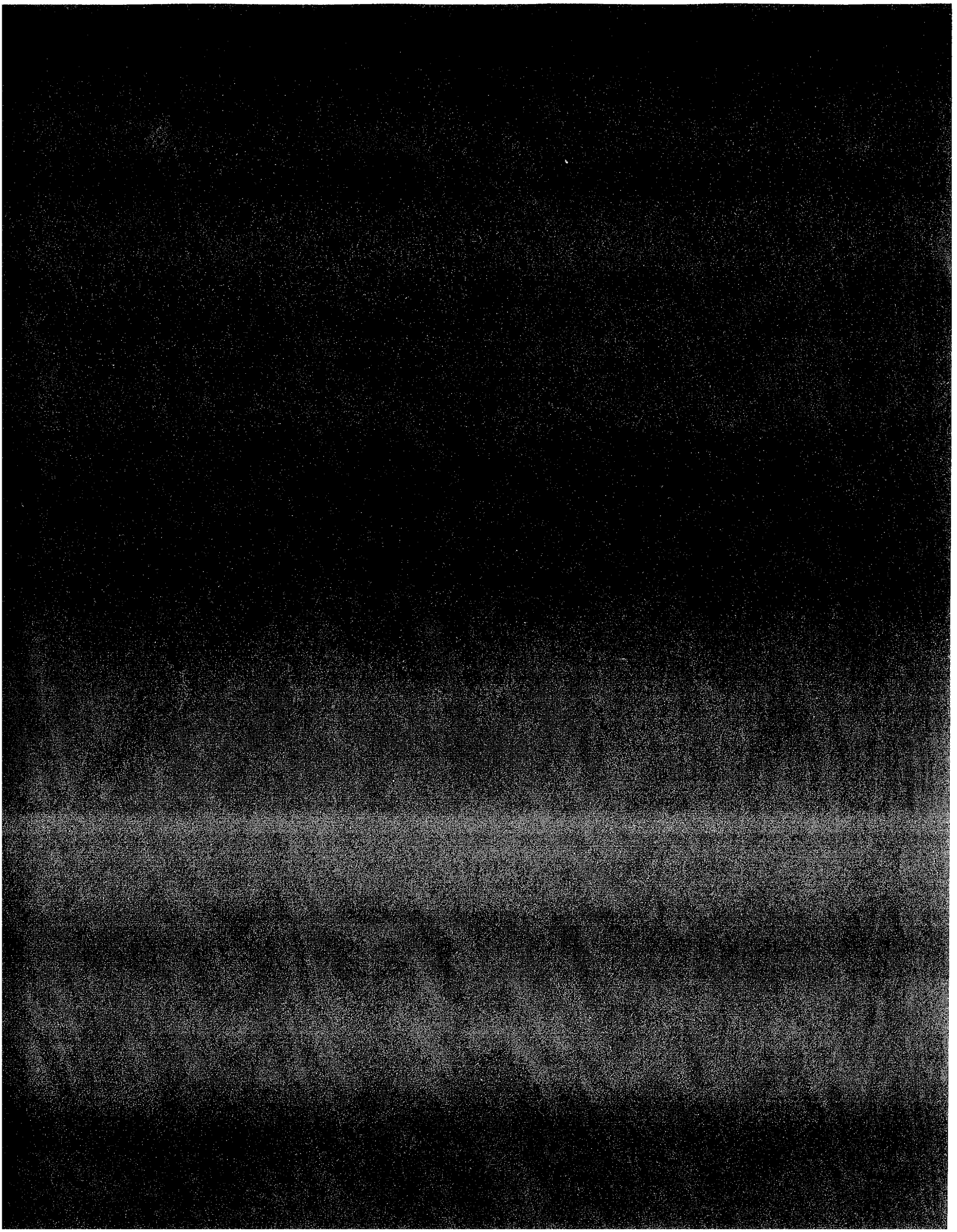
	Base Coverage			Middle Coverage		Highest Coverage		
	2005 Basic Services	*2005 Base PPO*	*2006 Regular*	*2005 Buy-up*	*2006 PPO Super*	*2006 Premium*	*2005 HMO*	*2006 HMO*
Annual Maximum Medical Benefi	$7,500 plus $45,000[1]	None	None	None	None	None	None	None
Annual Deductible								
· In Network	$200/$400	$1,000/$2,000	$1,000/$2,000	$400/$800	$600/$1,200	$400/$800	$0	$0
· Out of Network	$300/$600	$2,000/$4,000	$2,000/$4,000	$800/$1,600	$1,200/$2,400	$800/$1,600	Not Covered	Not Covered
Annual Out of Pocket Limit[2]								
· In Network	None	$3,000/$6,000	$15,000/$20,000	$2,000/$3,000	$2,500/$5,000	$2,000/$4,000	$1,500/$3,000	$1,500/$3,000
· Out of Network	None	$6,000/$12,000	$20,000/$30,000	$4,000/$8,000	$5,000/$10,000	$4,000/$8,000	Not Covered	Not Covered
Coinsurance								
· In Network	Coinsurance Varies	80%	70%	80%	80%	90%	100%	100%
· Out of Network	See SRC benefit schedule	60%	50%	60%	60%	60%	Not Covered	Not Covered
Office Visit	(Limited to 5 visits)							
· In Network	$10 copay	$20 PCP/$30 Spec.	$20 PCP/$30 Spec.	$20 copay	$20 PCP/$30 Spec.	$15 PCP/$25 Spec.	$20 PCP/$30 Spec.	$20 PCP/$30 Spec.
· Out of Network	$10 Ded then 80% Coins	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
Inpatient Hospital Copayment								
· In Network	Copays Vary	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	$500/admit	$500/admit
· Out of Network	See SRC benefit schedule	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
Prescription Drug								
· Annual Maximum Drug Benefit	$600	None	$1,500	None	None	None	None	None
· Deductible (Retail Only)	None	$50/$100	$50/$100	$50/$100	$50/$100	$25/$50	$50/$100	$50/$100
· Annual OOP Maximum	None	$1,000/$3,000	None	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000
· In Network								
Retail	$10 copay	90% G ($5 min)	85% G ($5 min)	90% G ($5 min)	90% G ($5 min)	95% G ($5 min)	90% G ($5 min)	90% G ($5 min)
	(subject to annual	80% FB ($15 min)	75% FB ($15 min)	80% FB ($15 min)	80% FB ($15 min)	85% FB ($15 min)	80% FB ($15 min)	80% FB ($15 min)
	maximum benefit)	70% NFB ($30 min)	65% NFB ($30 min)	70% NFB ($30 min)	70% NFB ($30 min)	75% NFB ($30 min)	70% NFB ($30 min)	70% NFB ($30 min)
Mail Order	$10 copay	90% G ($10 min)	85% G ($10 min)	90% G ($10 min)	90% G ($10 min)	95% G ($10 min)	90% G ($10 min)	90% G ($10 min)
	(subject to annual	80% FB ($30 min)	75% FB ($30 min)	80% FB ($30 min)	80% FB ($30 min)	85% FB ($30 min)	80% FB ($30 min)	80% FB ($30 min)
	maximum benefit)	70% NFB ($60 min)	65% NFB ($60 min)	70% NFB ($60 min)	70% NFB ($60 min)	75% NFB ($60 min)	70% NFB ($60 min)	70% NFB ($60 min)
· Out of Network								
Retail	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Mail Order	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered

[1] The base medical maximum benefit is $7,500 per coverage year. There also is a supplemental medical benefit of $45,000 (lifetime maximum)

[2] Including deductible

FORM LW-8

OMITTED FOR THIS RFSQ PROCESS



Subcontractors Form List

Does not apply

STATEMENT OF WORK

A. Public Works Contract Manager

Public Works Contract Manager will be identified at the time of contract award. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Facilities to be maintained are enumerated in Exhibit G and are located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. General Work Requirements

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.

2. Render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; pruning of trees and shrubs; control of weeds, vegetation disease, and pests; operation and repair of the irrigation systems, sprinkler heads, and risers; and maintenance of equipment. Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein and/or revised by Public Works in Exhibit G, Special Provisions. The specific frequencies per site identified in Exhibit E, Form PW-2, Schedule of Prices, shall govern the Contractor's completion of required operations.

3. Not work or perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.

4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations

and shall promptly comply with any request made by the Contract Manager.

5. During the hours and days of maintenance service as identified in this Exhibit's paragraph L, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.

6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.

7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.

8. Recognize that the general provisions set forth in this Exhibit A may be modified by special provisions (Exhibit G, Special Provisions) set forth in this Contract for the specified jobsite/facility.

D. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.

2. Closely monitored its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.

3. Ensure its crew leader(s) and operational staff as well as its supervisory and management staff, are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.

4. Ensure its executive, management, or supervisory staff provides ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, or inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.

5. Ensure its on-site supervisor has at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing Operations

The Contractor shall:

a. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

b. Mow the turf with a reel-type mower equipped with rollers or a rotary-type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.

c. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.

d. Perform mowing operations on a schedule that is acceptable to the Contract Manager.

e. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.

f. Complete mowing of turf and cleanup at each facility in one continuous operation.

2. Mowing Site Inspection and Reporting

The Contractor shall:

a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers. Glass bottles shall not be driven over or broken. Excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately replaced by the Contractor.

b. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

3. Edging Operations

The Contractor shall:

a. Keep all turf edges, including designed edges in flower beds, neatly edged, and all grass invasions eliminated.

b. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams in a neat and uniform line.

c. Complete all edging of turf and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.

d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

e. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.

f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

4. Weed Removal Operations

The Contractor shall:

a. Keep all grasslike weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.

b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:

- Hand removal (mechanical)
- Cultivation
- Chemical Eradication
- Mulching

c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.

d. Remove all weeds from shrub beds, planters, and other cultivated areas.

e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.

f. Remove all dead weeds from the areas, after complete kill.

g. Inspect all walkways, beds, planters, landscapes, and spot treating weeds as necessary.

h. Maintain developed areas of a facility that have become denuded weed free.

i. Leave in a natural state designated areas of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

5. Litter Control Operations

The Contractor shall:

a. Police and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.

b. Complete policing, litter pick up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

c. Accomplish the complete removal, if a lake, pond, and/or stream are located on the jobsite(s)/facility(ies) of:

1) Floating debris and litter in the lake(s), pond(s), and/or stream(s).

2) Trash cans and any other large materials placed into lake(s), pond(s), and/or stream(s).

3) Submerged debris within ten feet of the incline of a lake(s), pond(s), and/or stream(s).

d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.

e. Place litter picked up on-site in trash bin(s) and not in trash containers.

f. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to ten feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams.

6. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf areas under trees, and placed in appropriate trash bin(s).

7. Shrub Pruning and Hedge Trimming Operations

The Contractor shall:

a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

b. Trim all designated formal plant materials to maintain formal hedges and topiary work.

c. Remove all dead shrubs.

d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.

e. Prune any runners that start to climb buildings, shrubs, or trees.

f. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.

g. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.

8. Groundcover Operations

The Contractor shall:

a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.

b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.

c. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.

d. Cultivate the open soil between plants where planting permits.

9. Sweeping Operations

The Contractor shall:

a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.

b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:

- Power pack blowers
- Vacuums
- Brooms
- Push power blowers

c. Be subject to local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Any schedule of such operations may be modified by Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.

e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

10. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

11. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section R, Use of Chemicals.

12. General Landscape Maintenance - Site Inspection and Reporting

The Contractor shall:

a. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.

b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

13. Chemical Edging Detailing Operations

The Contractor shall:

a. Use all chemicals in accordance with Section R, Use of Chemicals.

b. Employ precautionary measures when using chemicals as all areas will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.

d. Limit, where trees and shrubs occur in turf areas, all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid from damage.

e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.

f. Perform detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas in a manner that ensures operability, ease of location, and/or a clean appearance. A 6-inch barrier width shall be considered normal.

g. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.

h. Remove all dead weeds from the area, after complete kill.

14. Chemical Application - Site Inspection and Reporting

The Contractor shall:

a. Ensure, prior to proceeding with any chemical application, that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.

b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

15. Watering and Irrigation System Management

The Contractor shall:

a. Since water requirements by plant vary according to the season and a particular year, pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

b. Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.

c. Regulate watering to avoid interference with any use of the roadways, pavements, walks, or areas designated for scheduled special events.

d. Set, in the areas where wind creates problems of spraying water onto private property or road right of ways, the controllers to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

e. Control the irrigation system in such a way as not to cause any excessively wet or "water-logged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and runoff drowning.

f. Water new turf (up through the sixth mowing) immediately after mowing. Well established turf shall not be watered for at least four hours after mowing.

g. Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to overwater in shady areas.

h. Be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with these Specifications and frequencies specified in Exhibit E, Form PW-2, Schedule of Prices.

i. Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and

inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

16. Irrigation System Maintenance and Repair

The Contractor shall:

a. Be responsible for maintenance of the irrigation system.

b. Inspect and report the status of the irrigation system the Contract Manager.

c. Adjust and clean sprinkler heads which may require the removal of the sprinkler head.

d. Repair or replace sprinkler heads having a 1/2-inch inlet at Contractor expense.

e. Repair/replace malfunctioning sprinkler heads within one watering cycle.

f. Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.

g. Provide replacements of all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear at Contractor's expense.

h. Provide replacements of all risers and swing joints due to normal wear at Contractor's expense.

i. Flush irrigation pipelines following repairs and replacements.

j. Recover and refasten removed valve box covers.

k. Confer with the Contract Manager regarding the need for replacement or relocation of inoperable sprinkler heads, including lateral pipes. As identified by the Contract Manager, the Contractor, at no additional cost, shall replace inoperable with operable sprinkler head(s) that are greater than a 1/2 inch and are supplied by Public Works.

l. Follow the repair or replacement of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.

m. Notify Contract Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment. Public Works will be responsible for the following components of the irrigation system: quick couplers, plumbing systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.

n. Replace all irrigation components provided by Public Works to the Contractor within 24 hours upon receiving the component from the Public Works.

o. Not be required to perform a complete piping replacement of the irrigation system. Public Works will be responsible for the repair or replacement of leaking main and lateral irrigation lines.

p. Complete replacement of irrigation components that are identified as the Contractor's responsibility within one watering cycle of determining damaged or inoperable irrigation component.

q. Replace the irrigation system with originally specified parts/equipment of the same size and quality. Prior to the installation, the Contract Manger may approve the Contractor's request to use substitutes parts/equipment.

17. Irrigation System Operability and Testing Operation

The Contractor shall:

a. In order to ensure the operability of the irrigation system, cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system include inspection of drip emitter, drip tubes, inspecting/clean and flush filters, etc., and report any damage or incorrect operation to the Contract Manager.

b. During the testing:

1) Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas, and private property.

2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.

3) Record and report all system malfunctions, damage, and obstructions to the Contract Manager and take corrective action.

4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

c. In addition to regular testing, test and inspect all irrigation systems as necessary when damage is suspected, observed, or reported.

d. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Contract Manager.

18. Irrigation System Operability and Testing - Frequency

The Contractor shall:

a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads once per month or more frequently if problems/conditions indicate a need.

b. Inspect sprinkler heads and adjust and correct for coverage once per week.

c. Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads as needed.

d. Visually inspect the system's impact on the jobsite(s)/facility(ies) once per week.

e. Check valve boxes for safety and appropriate security once per week.

f. Flush irrigation pipeline after repair or replacement of irrigation components as needed.

g. If an automatic irrigation system or a portion of a system malfunctions, and is authorized by the Contract Manager, manually manipulate the system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Contract Manager may opt to pay the Contractor a supplement to continue the manual manipulation, or the Contract Manager may decide to terminate the supplemental irrigation.

h. Clean/flush all filters, e.g., filter for backflow device once a year. Filter for drip irrigation system, if applicable, twice a year.

19. Watering and Irrigation System Management - Site Inspection and Reporting

The Contractor shall:

a. Each time a jobsite/facility receives service, check the irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

b. Ensure that all its crews and supervisors working or reviewing a jobsite/facility reports malfunctions, hazards, and emergencies immediately to the Contract Manager.

c. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

d. Ensure that all its crews and supervisors working or reviewing a jobsite/facility mitigate any observed hazards to the extent possible.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager for which the Contractor will be compensated in accordance with Exhibit E, Form PW-2, Schedule of Prices.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

a. Prune trees to maintain good tree health and structure, enhance the appearance and provide the proper vertical and horizontal clearances as follows:

1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.

2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.

3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of

inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.

4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).

5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.

6) Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.

7) Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.

8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.

b. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size as follows:

1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.

2) Under no circumstances shall hedge shears be used as a means of pruning.

3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.

5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.

7) Climbing spurs shall not be used.

8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.

c. Utilize the following pruning criteria:

1) Removal of weak, diseased, insect infested, and damaged limbs as recommended by a certified arborist.

2) Prune all trees for vertical and horizontal clearance. Such clearances are 7 feet for pedestrian areas and walkways, and 14 feet for vehicular roadways.

3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.

4) Thin all trees of smaller limbs to distribute the foliage evenly.

5) Trim and shape all trees to provide a symmetrical appearance typical of the species.

6) Cut all suckers and sprouts flush with the trunk or limb.

7) Stubs are not permitted.

d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.

e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.

f. Remove and dispose all trimming and debris off-site at the end of each day's work at Contractor's expense.

g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be

removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.

h. Not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.

i. Not trim palm trees during the bird nesting season of April 1 through June 30 unless otherwise approved by the Contract Manager.

j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Cultivating Operation

The Contractor shall:

a. Take care to avoid unnecessary or excessive injury to the turf grass.

b. Sweep or take the dislodged thatch from the turf areas and place in appropriate trash bin(s).

c. Use standard renovating or vertical mowing type equipment.

d. Vertically mow ad remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

e. Renovation-Turf

1) Renovate to the soil line and remove all excessive thatch in turf area.

2) After thatch is removed and upon completion of turf renovation, all turf areas shall be overseeded, have top dressing or seed covered, and watered.

3) Areas to be overseeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.

4) Mulch shall be spread evenly over the entire area to a uniform depth.

f. Cultivate all planted areas to encourage water penetration, fertilizer absorption, and gaseous exchange.

3. Turf Reseeding/Restoration of Bare Areas Operation

The Contractor shall

a. Overseed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

b. Seed these areas utilizing blends or mixtures at the rate of application by the Contract Manager.

c. Once each year in the fall, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate, or verticut, seed and top dress, or seed cover (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Contract Manager may require the use of sod when deemed necessary.

d. Be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

e. Over seed at a rate of five pounds per 1,000 square feet and reseeding of bare areas shall be sown at a rate of eight pounds per 1,000 square feet. The following seed specifications shall be used for all over seeding and reseeding:

Name	Prop	Purity	Germination
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control Operation

The Contractor shall:

a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including, but not limited to, trees, shrubs, groundcover, and turf.

b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.

c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control

shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5. Plant Materials Operation

The Contractor shall:

a. Provide plant materials that conform to the requirements of the landscape pan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

b. Be allowed substitutions, but only with prior written approval by the Contract Manager.

c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.

d. Provide the following level of quality:

1) Plants shall be sound; healthy; vigorous; free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.

2) All trees shall be measured 6 inches above the ground surface.

3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.

4) Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the Plant List.

5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

6. Fertilization – Operation

The Contractor shall:

a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.

b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

c. Not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.

d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.

e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Additional Work

1. The Contract Manager may authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification. Authorized additional work that results in unanticipated labor expenses shall be paid by Public Works as specified in Exhibit E, Form PW-2, Schedule of Prices.

2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and

materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

I. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:

   a. Irrigation system damage shall be repaired or replaced within one watering cycle.

   b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.

   c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.

   d. Trees

      1) Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist for recommendations for treatment or replacement.

      2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.

      3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.

e. Shrubs

1) Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming Operation" (see this Exhibit's paragraph E.7).

2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" of the Seasonal Specialty Task Specifications (see this Exhibit's paragraph F.5).

f. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

J. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish.

   During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.

3. Abate all complaints shall be abated to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract

Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

K. Safety

1. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

2. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon._The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

L. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service, Monday through Friday, shall be as follows:

   a. For the months of November through April, 7 a.m. to 3:30 p.m.

   b. For the months of May through October, 6 a.m. to 3:30 p.m.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

M. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.

2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.

3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.

4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:

   a. Fertilization;

   b. Turf renovation/reseeding;

   c. Micronutrients/soil amendments;

   d. Spraying of trees, shrubs, or turf;

   e. Aesthetic tree pruning; and

f. Other items so designated by the Contract Manager.

N. Contractor's Staff

The Contractor shall

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.

3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

The Public Works will pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the

Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

R. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.

3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.

6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.

7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

S. Specific Requirements

1. Locks and Keys

a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.

b. Contractor may provide chain and lock system, at Contractor's expense.

c. The Contractor shall:

1) Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.

2) Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.

3) Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost, as determined by the Contract Manager of rekeying the location or duplicating additional keys.

4) Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.

5) Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a $500 fine or both.

T. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all

landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

U. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

V. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.

3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.

4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.

5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next

regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.

6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:

   a. All the time limits and acts required to be done by both parties are of the essence of this Contract;

   b. The parties are both experienced in performance of this Contract work;

   c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price;

   d. The parties are not under any compulsion to contract;

   e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Exhibit E, Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

W. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at http://www.dir.ca.gov/.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit $50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

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9SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in

this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time; provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally

accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personnel injury, death, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

   a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

   b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

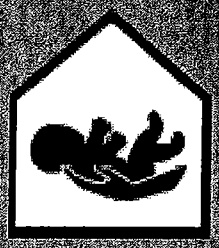
Notice 1015
(Rev. 12-2005)

Cat. No. 20599I

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
[illegible], Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está avalada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E-3

FORM PW-2

SCHEDULE OF PRICES

FOR

RD 141 / 241 MEDIAN LANDSCAPE MAINTENANCE SERVICES

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following prices for the performance of the work as described in these Specifications. The Bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

120TH STREET – PARMELEE AVENUE TO COMPTON AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$10.50	$546.00
2.	All Management and Supervision	1	1	12	$21.00	$252.00
3.	Mowing	1	1	43	$21.00	$903.00
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$11.00	$473.00
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.00
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$ 10.50	$ 126.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.00	$ 168.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$ 42.00	$ 42.00
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$ 42.00	$ 42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$10.50	$42.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	1	52	$21.00	$1,092.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	1	1	52	$21.00	$1,092.00

14.	Irrigation / Watering – Automatic (continued) c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$42.00	$2,184.00
	d. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$50.00	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$50.00	$ NA

TOTAL ANNUAL COST – 120th STREET FROM PARMALEE AVENUE TO COMPTON AVENUE	$7,508.00

123RD STREET FROM CENTRAL AVENUE TO ELVA AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1	1	12	$21.00	$252.00
2.	All Management and Supervision	0.5	.5	52	$10.50	$546.00
3.	Mowing	1	1	43	$21.00	$903.00
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$11.00	$473.00
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$10.50	$546.00
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$10.50	$126.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.00	$ 168.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$ 42.00	$ 42.00
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$ 21.00	$ 42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$ 10.50	$ 42.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	1	52	$ 21.00	$ 1092.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	1	52	$ 21.00	$ 1092.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	1	1	52	$21.00	$1,092.00
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$50.00	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$50.00	$ NA

TOTAL ANNUAL COST – 123RD STREET FROM CENTRAL AVENUE TO ELVA AVENUE	$6416.00

123RD STREET FROM SLATER AVENUE TO COMPTON AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1	1	12	$21.00	$252.00
2.	All Management and Supervision	1	1	12	$21.00	$252.00
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	26	$21.00	$546.00
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$10.50	$546.00
7.	Raking					
	a. Turf Under Trees	1	1	12	$21.00	$252.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.00	$ 168.00
	b. Shrub Safety Clearance / Shrub Pruning	2	2	12	$ 42.00	$ 504.00
	c. Hedge Shaping / Trimming	1	1	12	$ 21.00	$ 252.00
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	.5	52	$ 10.50	$ 546.00
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Mulch	1	1	2	$ 21.00	$ 42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.25	52	$5.25	$273.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	0.25	.25	52	$5.25	$273.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 50.00	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 50.00	$ NA

TOTAL ANNUAL COST – 123RD STREET FROM SLATER AVENUE TO COMPTON AVENUE	$ 4,006.00

ALAMEDA STREET WEST FROM FLORENCE AVENUE TO NADEAU STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	12	$10.50	$126.00
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	2	2	26	$42.00	$1092.00
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	2	2	52	$42.00	$2184.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	0.5	.5	12	$10.50	$126.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.00	$ 168.00
	b. Shrub Safety Clearance / Shrub Pruning	2	2	6	$ 42.00	$ 252.00
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	2	2	3	$ 42.00	$ 126.00
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	52	$ 10.50	$ 546.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	0.5	.5	52	$ 10.50	$ 546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 50.00	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	1	1	52	$ 21.00	$ 1092.00
	e. Flush each irrigation system	2	2	4	$ 42.00	$ 168.00
	f. Reset rain sensor on controller	NA	NA	As-Needed	$ 50.00	$ NA
	g. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 50.00	$ NA

TOTAL ANNUAL COST – ALAMEDA STREET WEST FROM FLORENCE AVENUE TO NADEAU STREET	$ 6426.00

ATLANTIC AVENUE FROM COMPTON AVENUE TO ROSE STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	12	$ 10.50	$ 126.00
2.	All Management and Supervision	1	1	12	$ 21.00	$ 252.00
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	12	$ 21.00	$ 252.00
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	1	1	52	$ 21.00	$ 1,092.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	1	12	$21.00	$252.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	2	2	4	$42.00	$168.00
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	.5	52	$10.50	$546.00
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.5	.5	2	$ 10.50	$ 21.00
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	52	$ 10.50	$ 546.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	.5	52	$ 10.50	$ 546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued) c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.5	.5	52	$10.50	$546.00
	d. Manual Watering of Shrubs, Ground Covers and Trees	NA	NA	As-Needed	$50.00	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	1	21.00	As-Needed	$21.00	$21.00

TOTAL ANNUAL COST – ATLANTIC AVENUE FROM COMPTON AVENUE TO ROSE STREET	$ 4368.00

CASTLEGATE AVENUE FROM 200' NORTH OF SAN VICENTE STREET TO SAN LUIS STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$10.50	$546.00
2.	All Management and Supervision	1	1	12	$21.00	$252.00
3.	Mowing	1	1	43	$21.00	$903.00
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$ 11	$ 473.00
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$10.50	$546.00
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$10.50	$126.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$42.00	$168.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$42.00	$42.00
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$21.00	$42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$ 10.50	$ 42.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	2	52	$ 42.00	$ 2184.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	2	52	$ 42.00	$ 2184.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$ 42.00	$ 2184.00
	d. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 50.00	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$ 50.00	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	$ 50.00	$ NA

TOTAL ANNUAL COST – CASTLEGATE AVENUE FROM 200' NORTH OF SAN VICENTE STREET TO SAN LUIS STREET	$ 9,768.00

EXHIBIT E-3

CENTRAL AVENUE CENTER MEDIAN FROM 121ST STREET TO 127TH STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$ 10.50	$ 546.00
2.	All Management and Supervision	1	1	12	$ 21.00	$ 252.00
3.	Mowing	1	1	43	$ 21.00	$ 903.00
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$ 11.00	$ 473.00
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.00
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$ 10.50	$ 126.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$42.00	$168.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	1	1	2	$21.00	$42.00
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$21.00	$42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$ 10.50	$ 42.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	1	52	$ 21.00	$ 1092.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	1	52	$ 21.00	$ 1092.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$42.00	$2184.00
	d. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$50.00	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$50.00	$ NA

TOTAL ANNUAL COST – CENTRAL AVENUE CENTER MEDIAN FROM 121ST STREET TO 127TH STREET	$7,508.00

CENTRAL AVENUE EAST SIDE MEDIAN FROM 121ST STREET TO 127TH STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$ 10.50	$ 546.00
2.	All Management and Supervision	1	1	12	$ 21.00	$ 252.00
3.	Mowing	1	1	43	$ 21.00	$ 903.00
4.	Mechanical Edging					
	c. Turf Areas	0.5	.5	43	$ 11.00	$ 473.00
	d. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	d. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	e. Bare Areas	NA	NA	NA	$ NA	$ NA
	f. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.00
7.	Raking					
	c. Turf Under Trees	0.5	.5	12	$ 10.50	$ 126.00
	d. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	e. Tree Safety Clearance/Tree Pruning	2	2	4	$42.00	$168.00
	f. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	g. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	h. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$42.00	$42.00
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$21.00	$42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	c. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$ 10.50	$ 42.00
	d. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	f. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	1	52	$ 21.00	$ 1092.00
	g. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	1	1	52	$ 21.00	$ 1092.00

14.	Irrigation / Watering – Automatic (continued)					
	h. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$ 42.00	$ 2184.00
	i. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 52.00	$ NA
	j. Flush Lateral Lines	NA	NA	As-Needed	$ 52.00	$ NA

TOTAL ANNUAL COST – CENTRAL AVENUE EAST SIDE MEDIAN FROM 121ST STREET TO 127TH STREET	$ 7508.00

COMPTON AVENUE BOTH SIDE MEDIANS FROM 121ST STREET TO 123RD STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$ 10.50	$ 546.00
2.	All Management and Supervision	1	1	12	$ 21.00	$ 252.00
3.	Mowing	1	1	43	$ 21.00	$ 903.00
4.	Mechanical Edging					
	c. Turf Areas	0.5	.5	43	$ 11.00	$ 473.00
	d. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	d. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	e. Bare Areas	NA	NA	NA	$ NA	$ NA
	f. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.00
7.	Raking					
	c. Turf Under Trees	0.5	.5	12	$ 10.50	$ 126.00
	d. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	e. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.00	$ 168.00
	f. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	g. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	h. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$ 42.00	$ 42.00
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$ 21.00	$ 42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	c. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$10.50	$42.00
	d. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	f. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	1	52	$21.00	$1092.00
	g. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	1	52	$21.00	$1092.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	h. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$42.00	$2184.00
	i. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50.00	$ NA
	j. Flush Lateral Lines	NA	NA	As-Needed	$ 50.00	$ NA

TOTAL ANNUAL COST – COMPTON AVENUE BOTH SIDE MEDIANS FROM 121ST STREET TO 123RD STREET	$ 7508.00

COOKACRE AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$10.50	$546.00
2.	All Management and Supervision	1	1	12	$21.00	$252.00
3.	Mowing	1	1	43	$21.00	$903.00
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$11.00	$473.00
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$10.50	$546.00
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$10.50	$126.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.00	$ 168.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$ 42.00	$ 42.00
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$ 21.00	$ 42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$ 10.50	$ 42.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	2	52	$ 42.00	$ 2184.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	2	52	$ 42.00	$ 2184.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$ 42.00	$ 2184.00
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50.00	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$ 50.00	$ NA

TOTAL ANNUAL COST – COOKACRE AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET	$ 9692.00

EL SEGUNDO BOULEVARD FROM WILMINGTON AVENUE TO WILLOWBROOK AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	12	$ 10.5	$ 126
2.	All Management and Supervision	0.5	.5	12	$ 10.5	$ 126
3.	Mowing	1.5	1.5	43	$ 32	$ 1,376
4.	Mechanical Edging					
	a. Turf Areas	1	1	43	$ 21	$ 903
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.5	$ 546
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	$ NA	$ NA
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.25	.25	43	$ 6	$ 258
10.	Aerification	1	1	1	$ 21	$ 21
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	1	$ 21	$ 21

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$ 10.5	$ 42
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.25	52	$ 5.25	$ 273
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.25	.25	52	$ 5.25	$ 273

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.25	.25	52	$ 5.25	$ 273
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50	$ NA

TOTAL ANNUAL COST – EL SEGUNDO BOULEVARD FROM WILMINGTON AVENUE TO WILLOWBROOK AVENUE	$ 4,238

FLORENCE AVENUE FROM GRAHAM AVENUE TO CONVERSE AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	NA	NA	NA	$ NA	$ NA
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	.5	26	$ 10.50	$ 273
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	104	$ 10.50	$ 1092
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	0.5	.5	12	$ 10.50	$ 126

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	0.5	.5	4	$ 10.50	$ 42
	b. Shrub Safety Clearance / Shrub Pruning	0.5	.5	4	$ 10.50	$ 42
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	52	$ 10,50	$ 546
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	.5	52	$ 10,50	$ 546

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect Salt Build-Up and Inject Solutions for Cleaning	NA	NA	As-Needed	$ 50	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 50	$ NA
	e. Reset Rain Sensor on Controller	NA	NA	As-Needed	$ 50	$ NA
	f. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50	$ NA

TOTAL ANNUAL COST – FLORENCE AVENUE FROM GRAHAM AVENUE TO CONVERSE AVENUE	$ 2667

FRAILEY AVENUE FROM 200' NORTH OF SAN VICENTE STREET TO SAN LUIS STREET

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$ 10.50	$ 546
2.	All Management and Supervision	1	1	12	$ 21.00	$ 252
3.	Mowing	1	1	43	$ 21.00	$ 903
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$ 11.00	$ 473
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$ 10.50	$ 126
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	e. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.00	$ 168
	f. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	g. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	h. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$ 42.00	$ 42.00
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$ 21.00	$ 42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	5	4	$ 10.50	$ 42
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	2	52	$ 42.00	$ 2184
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	2	52	$ 42.00	$ 2184

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$ 42.00	$ 2184
	d. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 50	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$ 50	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	$ 50	$ NA

TOTAL ANNUAL COST – FRAILEY AVENUE FROM 200' NORTH OF SAN VICENTE STREET TO SAN LUIS STREET	$ 9692

HOOPER AVENUE FROM 73RD STREET TO 74TH STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	NA	NA	NA	$ NA	$ NA
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	.5	26	$ 10,50	$ 273
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10,50	$ 546
7.	Raking					
	c. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	d. Planter Beds and Planters	0.5	.5	12	$ 10,50	$ 126

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	e. Tree Safety Clearance/Tree Pruning	1	1	2	$ 21.00	$ 42
	f. Shrub Safety Clearance / Shrub Pruning	0.5	.5	12	$ 10.50	$ 126
	g. Hedge Shaping / Trimming	0.5	.5	12	$ 10.50	$ 126
	h. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	.5	52	$ 10.50	$ 546
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.5	.5	2	$ 10.50	$ 21
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.25	52	$ 6.00	$ 312
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.25	.25	52	$ 6.00	$ 312

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.25	.25	52	$ 6.00	$ 312
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50	$ NA
	TOTAL ANNUAL COST - HOOPER AVENUE FROM 73RD STREET TO 74TH STREET					$ 2742

LIME AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$10.50	$546.
2.	All Management and Supervision	1	1	12	$21.	$252.
3.	Mowing	1	1	43	$21.	$903.
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$11	$473.
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$10.50	$546.
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$10.50	$126.
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.	$ 168.
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	1	1	2	$ 21.	$ 42.
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	2	$ 21.	$ 42.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$ 10.50	$ 42.
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	2	52	$ 42	$ 2,184.
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	2	52	$ 42	$ 2,184.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$ 42.	$ 2,184.
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50.	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$ 50.	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	1	1	52	$ 21.	$ 1,092.

TOTAL ANNUAL COST – LIME AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET	$ 10,784.00

NADEAU STREET FROM BEACH STREET TO MAIE AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	NA	NA	NA	$ NA	$ NA
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	.5	26	$ 10.50	$ 273.
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	$ NA	$ NA
	b. Shrub Safety Clearance / Shrub Pruning	0.5	.5	12	$ 10.50	$ 126.
	c. Hedge Shaping / Trimming	0.5	.5	12	$ 10.50	$ 126.
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.25	.25	3	$ 6	$ 18.
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.25	52	$ 6	$ 312.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.25	.25	52	$ 6	$ 312.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect Salt Build-Up and Inject Solutions for Cleaning	NA	NA	As-Needed	$ 35.00 P/HR	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.25	.25	52	$ 6	$ 312.
	e. Reset Rain Sensor on Controller	NA	NA	As-Needed	$ 50.	$ NA
	f. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50.	$ NA

TOTAL ANNUAL COST – NADEAU STREET FROM BEACH STREET TO MAIE AVENUE	$ 2,025.

SANTA FE AVENUE FROM INDEPENDENCE AVENUE TO 100' NORTH OF INDEPENDENCE AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	12	$10.50	$126.
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.25	.25	52	$ 6	$312.
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.25	.25	52	$ 6	$312.
7.	Raking					
	e. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	f. Planter Beds and Planters	NA	NA	As-Needed	$ 50.	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	$ NA	$ NA
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	1	1	3	$ 21.	$ 63.
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	.5	52	$ 10.50	$ 546.
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Mulch	1	1	1	$ 21	$ 21

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.25	.25	4	$ 6	$ 24.
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.25	52	$ 6	$ 312.
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.25	.25	52	$ 6	$ 312.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect Salt Build-Up and Inject Solutions for Cleaning	NA	NA	As-Needed	$ 50.	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.5		52	$ 10.50	$ 546.
	e. Reset Rain Sensor on Controller	NA	NA	As-Needed	$ 50.	$ NA
	f. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50.	$ NA

TOTAL ANNUAL COST – SANTA FE AVENUE FROM INDEPENDENCE AVENUE TO 100' NORTH OF INDEPENDENCE AVENUE	$ 2574.

WHITE AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$10.50	$546
2.	All Management and Supervision	1	1	12	$21	$252.
3.	Mowing	1	1	43	$21	$903
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$11	$473.
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c, Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$10.50	$546.
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$10.5	$126.
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42.	$ 168.
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$ 42.	$ 42.
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	2	2	$ 42.	$ 84.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$10.50	$42.
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	2	52	$42.	$2,184
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	2	52	$42	$2,184.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$ 42	$ 2,184.
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$ 50	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	$ 50	$ NA

TOTAL ANNUAL COST - WHITE AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET	$ 9,734.

WILLIAMS AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$ 10.50	$ 546.
2.	All Management and Supervision	1	1	12	$ 21	$ 252.
3.	Mowing	1	1	43	$ 21	$ 903.
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$ 11	$ 473.
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.
7.	Raking					
	a. Turf Under Trees	0.5	.5	12	$ 10.5	$ 126.
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	2	2	4	$ 42	$ 168.
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	2	2	1	$ 42.	$ 42.
11.	Rodent Control	NA	NA	As-Needed	$ 50.	$ NA
12.	Turf and Plant Fertilization	1	2	2	$ 42.	$ 84.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$10.50	$42.
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	2	52	$42.	$2,184
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	2	52	$42.	$2,184

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	2	2	52	$ 42.	$ 2,184.
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$ 50	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	$ 50	$ NA

TOTAL ANNUAL COST - WILLIAMS AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET	$ 7,550.

WILMINGTON AVENUE FROM 118TH STREET TO 126TH STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1	1	12	$ 21	$ 252.
2.	All Management and Supervision	1	1	12	$ 21	$ 252.
3.	Mowing	0.5	.5	43	$ 11	$ 473.
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$ 11	$ 473.
	b. Groundcover	0.5	.5	43	$ 11	$ 473.
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	.5	52	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	104	$ 10.50	$ 1,092.
7.	Raking					
	a. Turf Under Trees	0.25	.25	12	$ 5.25	$ 63
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	8	8	3	$ 168.	$ 504.
	b. Shrub Safety Clearance / Shrub Pruning	1.5	1.5	12	$ 31.5	$ 378.
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.75	.75	52	$ 16	$ 832.
10.	Aerification	0.5	.5	1	$ 11	$ 11.
11.	Rodent Control	NA	NA	As-Needed	$ 50.	$ NA
12.	Turf and Plant Fertilization	1	1	2	$ 21	$ 42.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY*	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	.5	4	$ 10.5	$ 42
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	1	52	$ 21.	$ 1,092.
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	1	52	$ 21.	$ 1,092.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.75	.75	52	$ 16	$ 832.
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 50.	$ NA

TOTAL ANNUAL COST - WILLIAMS AVENUE FROM 200' NORTH OF SAN VICENTE TO SAN LUIS STREET	$ 7,903.

TOTAL COST SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.4	120th Street from Parmelee Avenue to Compton Avenue	$ 7,508.
E.8	123rd Street from Central Avenue to Elva Avenue	$ 6,416.
E.12	123rd Street from Slater Avenue to Compton Avenue	$ 4,006.
E.16	Alameda Street West from Florence Avenue to Nadeau Street	$ 6,426.
E.20	Atlantic Avenue from Compton Avenue to Rose Street	$ 4,368.
E.24	Castlegate Avenue from 200' North of San Vicente Street to San Luis Street	$ 9,768.
E.28	Central Avenue Center Median from 121st Street to 127th Street	$ 7,508.
E.32	Central Avenue East Side Median from 121st Street to 127th Street	$ 7,508.
E.36	Compton Avenue Both Side Medians from 121st Street to 123rd Street	$ 7,508.
E.40	Cookacre Avenue from 200' North of San Vicente Street to San Luis Street	$ 9,692.
E.44	El Segundo Boulevard from Wilmington Avenue to Willowbrook Avenue	$ 4,238.
E.48	Florence Avenue from Graham Avenue to Converse Avenue	$ 2,667
E.52	Frailey Avenue from 200' North of San Vicente Street to San Luis Street	$ 9,698.
E.56	Hooper Avenue from 73rd Street to 74th Street	$ 2,742.
E.60	Lime Avenue from 200' North of San Vicente Street to San Luis Street	$ 10,784.

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.64	Nadeau Street from Beach Street to Maie Avenue	$ 2,025.
E.68	Santa Fe Avenue from Independence Avenue to 100' North of Independence Avenue	$ 2,574.
E.72	White Avenue from 200' North of San Vicente Street to San Luis Street	$ 9,734.
E.76	Williams Avenue from 200' North of San Vicente Street to San Luis Street	$ 9,734.
E.80	Wilmington Avenue from 118th Street to 126th Street	$ 7,903.
GRAND TOTAL		$ 132,807

LEGAL NAME OF PROPOSER: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON: REGIONAL OPERATIONS MANAGER		
DATE: 7/3/06	STATE CONTRACTOR'S LICENSE NUMBER: 774548	LICENSE TYPE: C61/D49/C27
PROPOSER'S ADDRESS: 1323 W. 130th STREET GARDENA, CA 90247		
PHONE: 310/354-1520	FAX: 310/323-4780	E-MAIL: SERGIOHERNANDEZ@LANDCARE.COM

EXHIBIT F-3
FORM LW-8

SAMPLE COST METHODOLOGY FOR RD 141 / 241 MEDIANS – LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

BIDDER: TRU GREEN LANDCARE, A GENERAL PARTERSHIP

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY SUN	MON	TUE	WED	THU	FRI	SAT	HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
CREW LOADER		8	8	8	8	8		40	2080	12-	$ 24,960-
GARDENER		8	8	8	8	8		40	2080	9.75	$ 20,280-
GARDENER		8	8	8	8	8		40	2080	9.75	$ 20,280-
											$
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$ 65520-
	(1) Vacations, Sick Leave, Holiday	$ 4127-
	(2) Health Insurance **	$ 850-
	(3) Payroll Taxes & Workers' Compensation	$ 7205-
	(4) Welfare and Pension	$ 1441-
	Total Annual Employee Benefits (1+2+3+4)	$ 13,623-
	(5) Equipment Costs	$ 12,500-
	(6) Service and Supply Costs	$ 6,200-
	(7) General and Administrative Costs	$ 17,160-
	(8) Profit	$ 17,804-
	Total Annual Other Costs (5+6+7+8)	$ 53,664-
	TOTAL ANNUAL PRICE	$ 132,807-

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

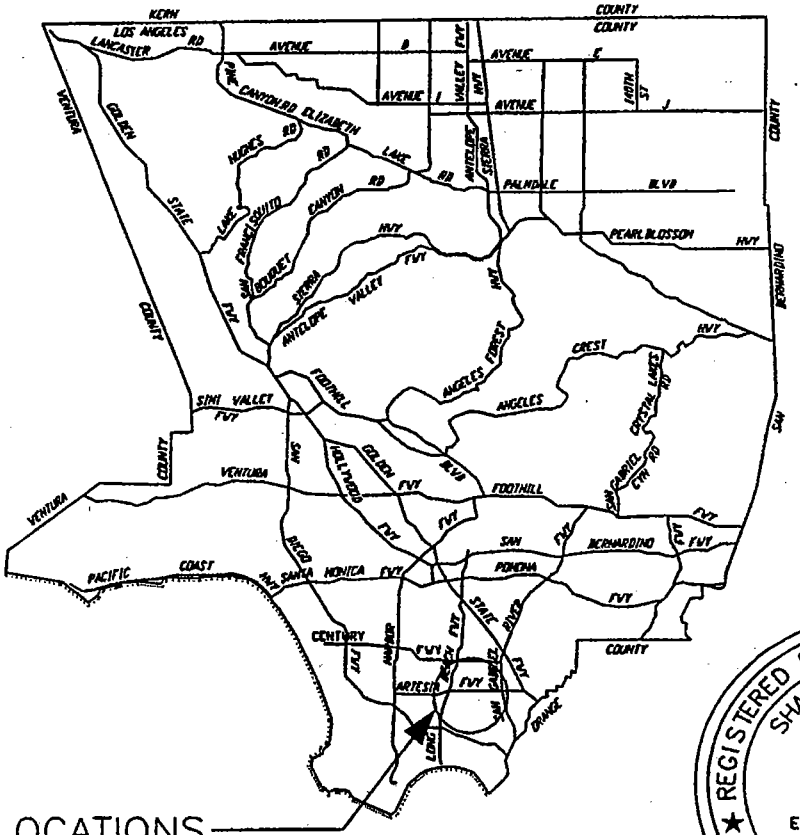
** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD4245004

PRIME CONTRACTOR LICENSE REQUIRED: A or C27

RD141/241 MEDIAN LANDSCAPE MAINTENANCE SERVICES



PROJECT LOCATIONS

VICINITY MAP

No Scale

REGISTERED PROFESSIONAL ENGINEER
SHAILESH R. PATEL
C 58158
EXP.06/30/2006
CIVIL
STATE OF CALIFORNIA

INDEX OF SHEETS

SHEET 1	TITLE SHEET
SHEETS 2–3	MEDIAN LOCATION LISTING
SHEETS 4–8	LOCATION MAPS

APPROVED DONALD L. WOLFE DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

_____ ASST. DEPUTY DIRECTOR–RD.MAINT.DIV. DATE

REFERENCES ROAD DIVISIONS 141 & 2
THOMAS GUIDE 674, 704

4/25/06
MAINT.DIST. 4 DATE

PROJECT ENGINEER	C.E. NO.
S. PATEL	C 58158

SHEET	1 OF 8 SHTS.
DWG. NO.	RMD4245004

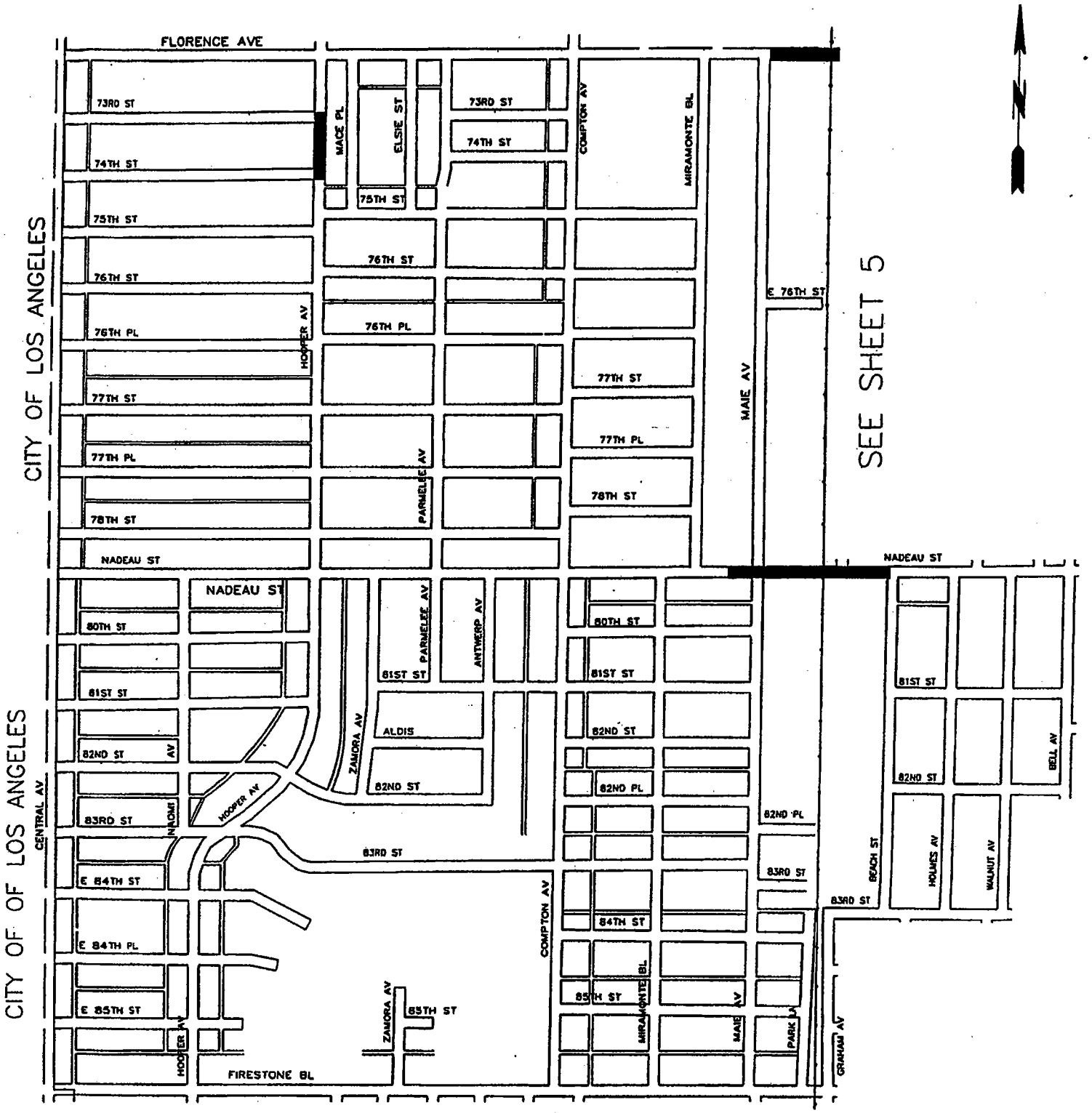
RD141/241 MEDIANS

Location	Limits	Description (Area in Sq. Ft.)	Thomas Guide
120th Street	Parmelee Avenue to Compton Avenue	Trees and Grass (11,256)	704, F-7
123rd Street	Central Avenue to Elva Avenue	Trees and Grass (7,469)	734, F-1
123rd Street	Slater Avenue to Compton Avenue	Trees, Flowers and AC (no grass) (11,962)	734, F-1
Alameda Street West	Florence Avenue to Nadeau Street	Trees and Shrubs (31,008)	674 , H-7 704, H-1
Atlantic Avenue	Compton Avenue to Rose Street	Trees and Shrubs (2,000)	735 , D-5 & 6
Castlegate Avenue	200' North of San Vincente Street to San Luis Street	Trees and Grass (18,183)	735, D-4
Central Avenue - Center Median	127th Street to 121th Street	Trees and Grass (6,342)	734, F-1
Central Avenue - East Side Median	127th Street to 121th Street	Trees and Grass (15,527)	734, F-1
Compton Avenue Both Side Medians	121st Street to 123rd Street	Trees and Grass (11,962)	734, F-1
Cookacre Avenue	200' North of San Vincente Street to San Luis Street	Trees and Grass (18,272)	735, D-4
El Segundo Boulvard	Wilmington Avenue to Willowbrook Avenue	Trees and Grass (11,496)	734, H-1
Florence Avenue	Graham Avenue to Converse Avenue	Trees and Shrubs (2,295)	674 , G-7
Frailey Avenue	200' North of San Vincente Street to San Luis Street	Trees and Grass (21,698)	735, D-4
Hooper Avenue	73rd Street to 74th Street	Tree, Holly Bushes (214)	674, F-7

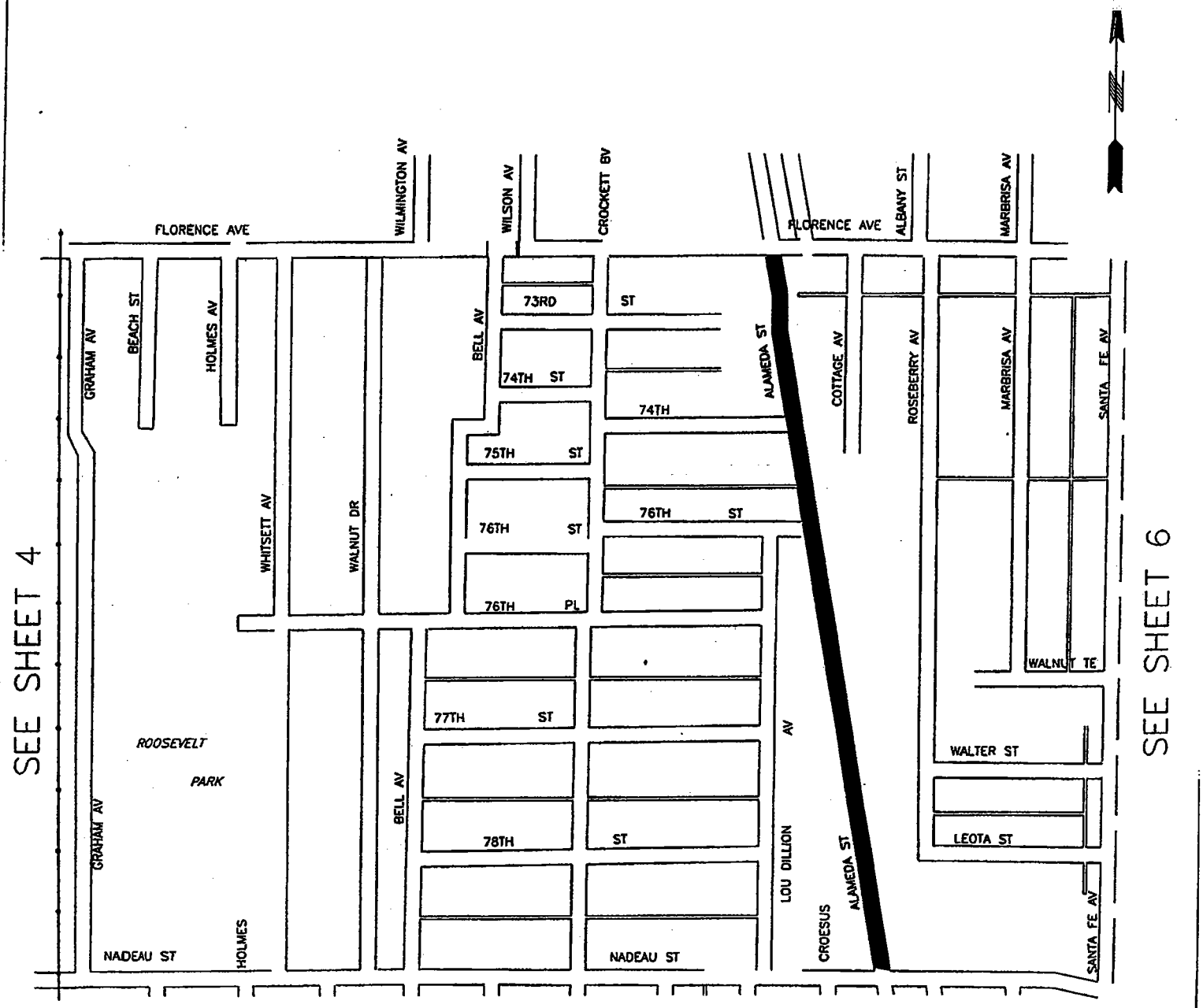
RD141/241 MEDIANS

Location	Limits	Description (Area in Sq. Ft.)	Thomas Guide
Lime Avenue	200' North of San Vincente Street to San Luis Street	Trees and Grass (22,534)	735, D-4
Nadeau Street	Beach Street to Maie Avenue	Shrubs Only (1,608)	704 , G-1
Santa Fe Avenue	Independence Avenue to 100 feet North of Independence Avenue	Shrubs and Gravel (5,411)	704 , J-2
White Avenue	200' North of San Vincente Street to San Luis Street	Trees and Grass (18,107)	735, D-4
Williams Avenue	200' North of San Vincente Street to San Luis Street	Trees and Grass (22,325)	735, D-4
Wilmington Avenue	118th Street to 126th Street	Trees and Grass (16,411)	704, G-7 734, G-1

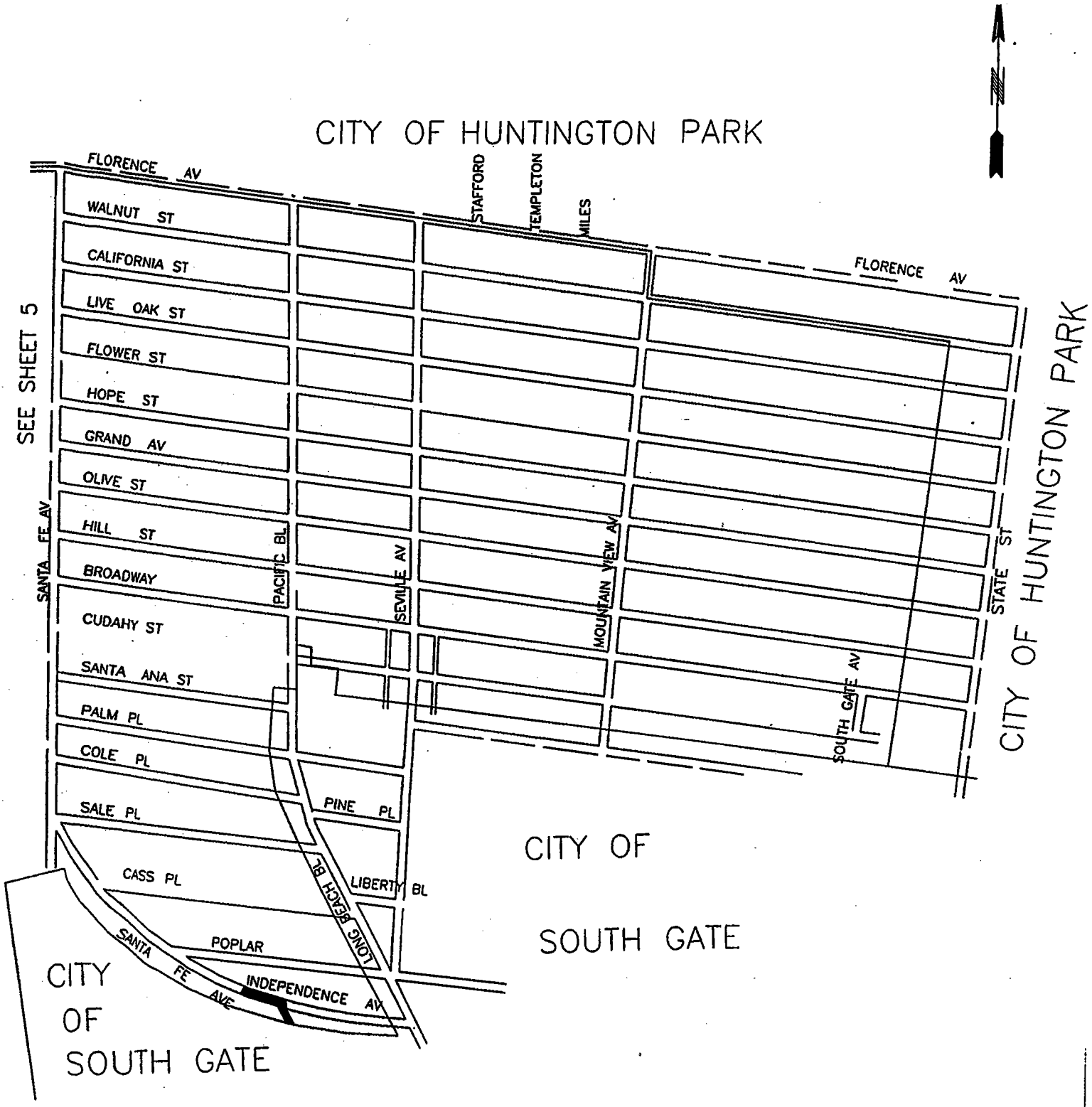
EXHIBIT G-3



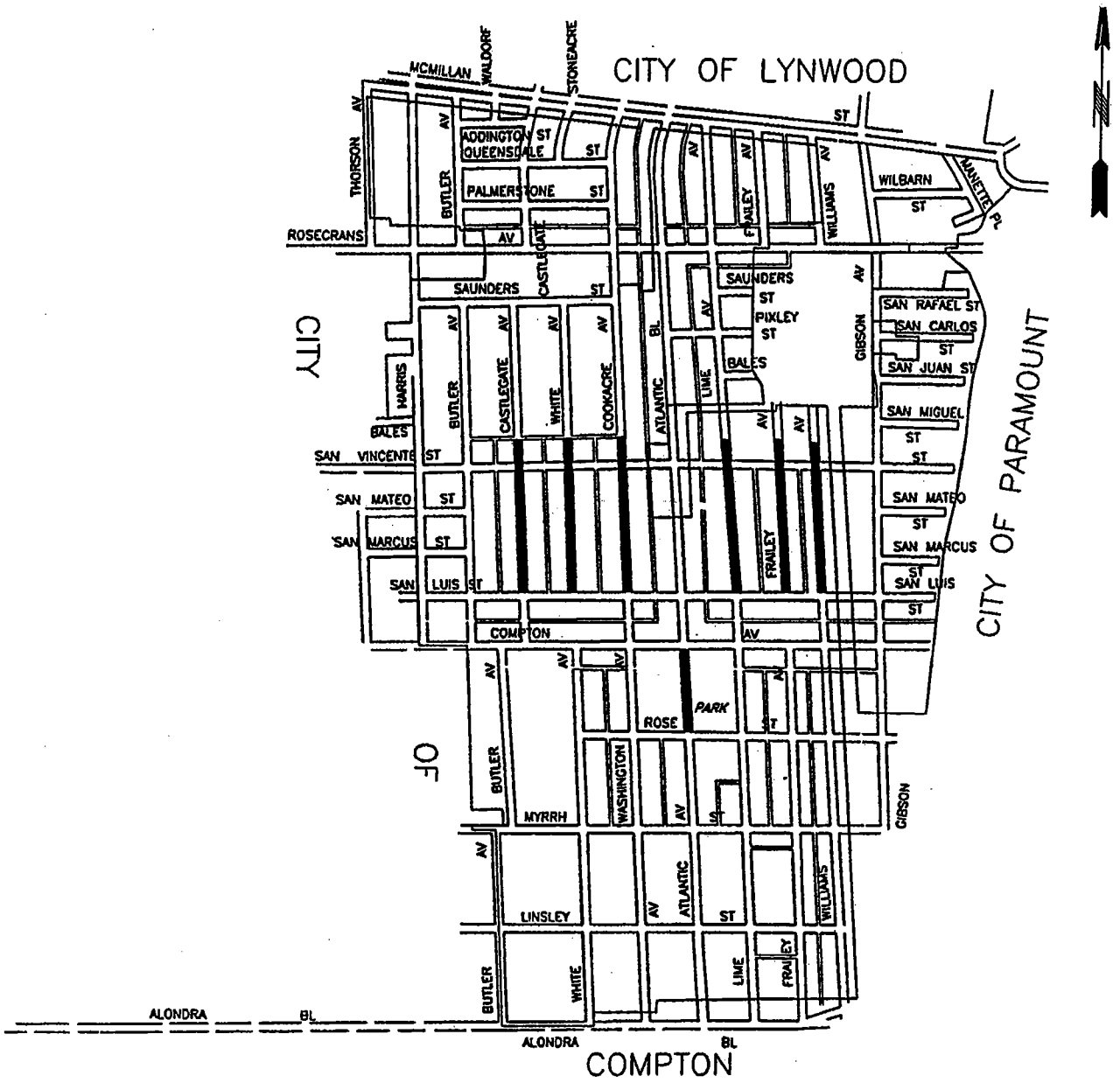
PROJECT NAME	RD141/241 MI	SERVICES	PROJECT I.D. No. RMD4245004
PROJECT	DATE	SE NO	T.G.	FILENAME	SCALE	SHEET



PROJECT NAME	RD141/241 MEI	SERVICES	PROJECT I.D. No. RMD4245004

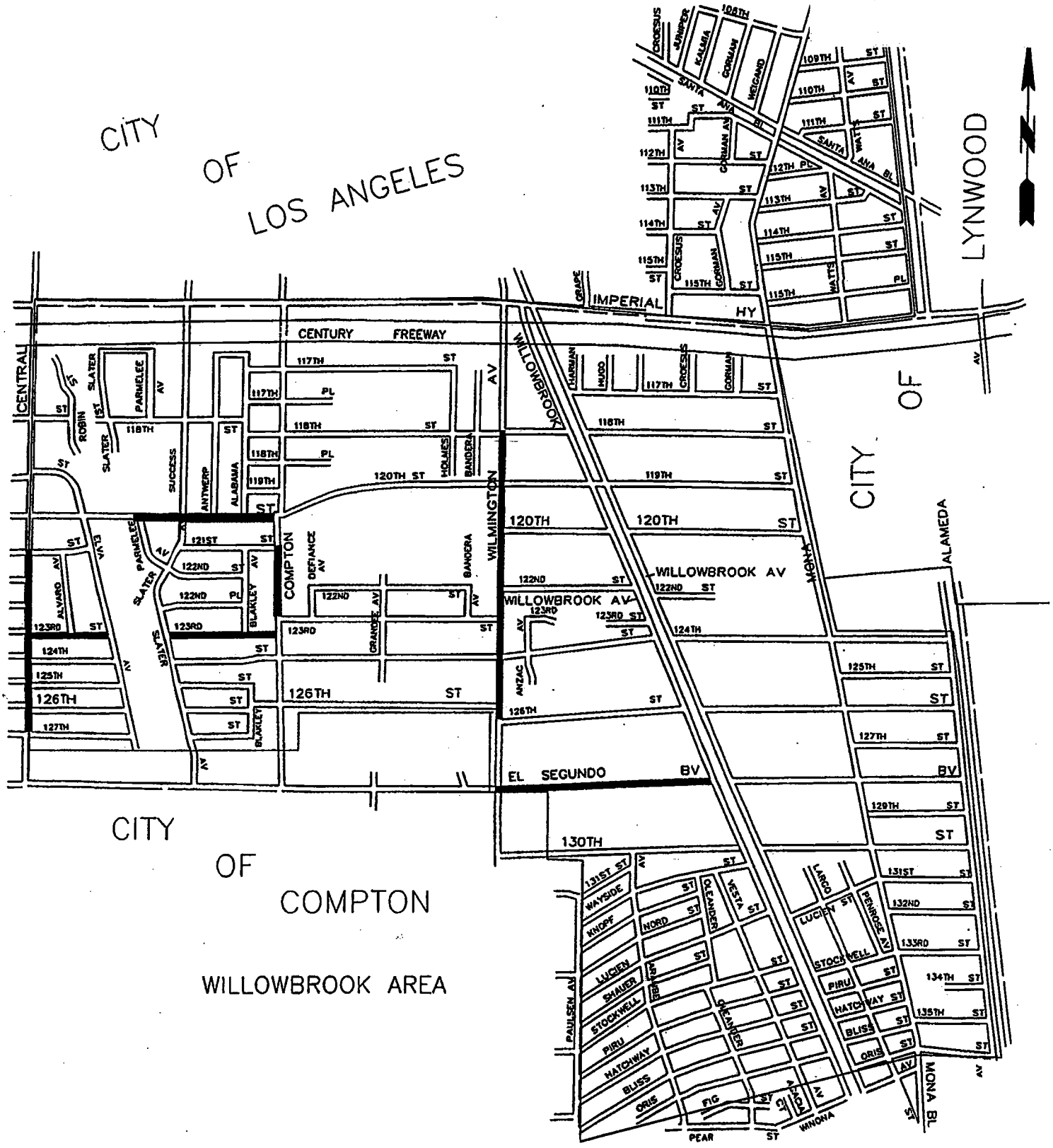


PROJECT NAME	RD141/241 MEDIAI		SERVICES	PROJECT I.D. No. RMD4245004
		T.G.	FILENAME	SCALE / SHEET



PROJECT NAME	RD141/241 MEDIA	SERVICES	PROJECT I.D. No. RMD4245004

EXHIBIT G-3



PROJECT NAME	RD141/241 M	SERVICES	PROJECT I.D. No. RMD4245004

EXHIBIT H
FORM PW-11

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

Application of **Minimum Requirements**

Application of **Evaluation Criteria**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor:_____

BOARD EXECUTE

AGREEMENT FOR

RD 146 / 446 MEDIANS – LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this _____day of _____, 2006, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and TRUGREEN LANDCARE, a general partnership (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, County of Los Angeles Department of Public Works (Public Works) has solicited statements of qualifications to identify one or more contractors qualified to provide landscape maintenance services under this AGREEMENT; and

WHEREAS, has reviewed and evaluated the statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works has found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statements of Qualifications issued on January 26, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bids issued on June 15, 2006.

AGREEMENT

NOW, THEREFORE, CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the COUNTY of the CONTRACTOR'S bid filed with COUNTY on July 3, 2006, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, the CONTRACTOR'S Statements of Qualifications, Exhibits A (Statement of Work), B (Service Contract General Requirements), C (Internal Revenue Service Notice 1015), D (Safely Surrendered Baby Law Posters), E-4 (Form PW-2, Schedule of Prices), F-4 (Form LW-8, Cost Methodology), G-4 (Location Maps), and H (Transmittal Form to Request an IFB Solicitation Requirements Review), all attached hereto and incorporated by reference in this AGREEMENT, are agreed by the COUNTY and the CONTRACTOR to constitute integral parts of this AGREEMENT.

SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to Exhibit E (Form PW-2, Schedule of Prices), an amount not to exceed $58,880 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

THIRD: This Contract's initial term shall be for a period of one year commencing on August 20, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FOURTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit E, Form PW-2, Schedule of Prices.

FIFTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from the CONTRACTOR. The CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. The CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and an itemized cost of labor and material. Public Works will only pay for hours actually worked by the CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information it may deem necessary on the invoices. Public Works agrees to make payment to the CONTRACTOR within 30 days of the receipt of a properly completed invoice from the CONTRACTOR. Invoices shall be sent to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum, or such greater amount of compensation authorized by the Board.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: The CONTRACTOR shall not perform or accept work requests from Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions of the CONTRACTOR'S bid and/or Statement of Qualifications conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Should the COUNTY terminate this Contract for cause or should the CONTRACTOR request to be relieved from this Contract's requirements, the COUNTY at its sole discretion may not invite the CONTRACTOR to submit a bid for the replacement Contract.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

TRUGREEN LANDCARE, a general partnership composed of TRUGREEN LANDCARE, LLC, and TRUGREEN COMPANIES, LLC

By _____
Regional Operations Manager

Jim Avery
Type or Print Name

P:\aspub\CONTRACT\ROD\MEDIANS\2006 IFBs\AGREEMENT 146.446.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino } ss.

On 7/18/06 (Date), before me, Monica Quinonez, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jim Angel (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

MONICA QUINONEZ
Commission # 1418005
Notary Public - California
San Bernardino County
My Comm. Expires Nov 3, 2009

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Comprehensive Table of Contents

List of Items

A) Letter of Transmittal
B) Vendor's Capabilities
C) Work Plan
D) Quality Assurance Program
E) Subcontractors
F) Financial Statements
G) Licenses
H) Proof of Valid Insurance
I) Labor Regulations and Record Keeping Requirements
J) Additional Information
K) Forms List
L) Subcontractors Form List

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

February 21, 2006

Mr. Donald L. Wolfe
Director of Public Works
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

Re: **Statements of Qualifications for Landscape Maintenance Services**

Dear Mr. Wolfe:

TruGreen LandCare proposes to furnish all labor, material and equipment necessary as identified in the Scope of Work for each individual contract.

Said work shall be performed per requirements and scope of services. TruGreen LandCare agrees that upon acceptance of any individual contract, TruGreen LandCare will commence all services as specified in the term of the contract.

This letter also serves to authorize the following list of names of individuals authorized to represent TruGreen LandCare and to sign any binding contract or agreement on behalf of TruGreen LandCare:

David G. Evans
Branch Manager
1323 West 130th Street
Gardena, California 90247
Phone: 310/354-1520 Fax: 310/323-4780

Joel Gay
Branch Manager
1150 West Trenton
Orange, California 92867
Phone: 714/628-1010 Fax: 714/628-1011

Raitis Raisian
Branch Manager
1367 West 9th Street
Upland, California 91786
Phone: 909/920-4308 Fax: 909/920-9377

Gary Scott
Branch Manager
7755 Deering Avenue
Canoga Park, California 91304
Phone: 818/346-7552 Fax: 818/346-6752

Respectfully submitted,

Sergio Hernandez,
Regional Operations Manager

Vendor's Capabilities

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

BACKGROUND AND EXPERIENCE

TruGreen LandCare, a California General Partnership, founded September 1, 1998 through the successful acquisition of many top landscape companies, has many years of experience and knowledge to serve our customers. We provide professional landscape maintenance to many public works and high profile projects.

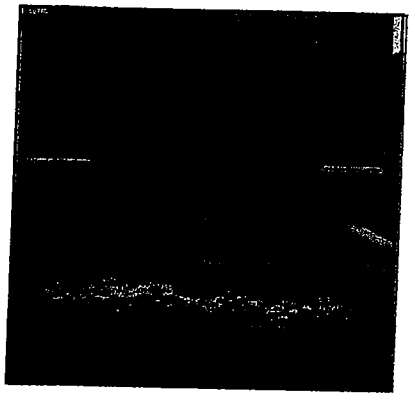
TruGreen LandCare has many branches that specialize in the managing of public works landscape maintenance contracts. We feel that by concentrating our efforts in one aspect of landscape maintenance, public works; that we have the knowledge and experience to provide our customer the type of service required for these government contracts.

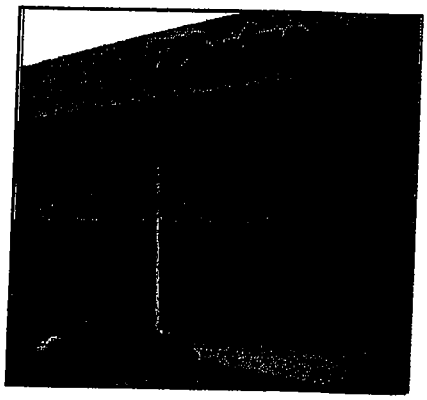
Our fleet of trucks and equipment includes small pick-ups, mowing equipment, carrier trucks, utility trucks, aerial towers and refuse trucks. In addition, we have several tractors as well as various other pieces of large equipment to provide for related services.

We have on-site shops; each supervised by a Shop Manager whose employees maintain company vehicles and miscellaneous equipment. The company employs licensed Pest Control Applicators, Certified Arborists, and Certified Tree Trimmers.

Our Supervisory Staff has both technical knowledge and practical experience in all phases of landscape services. We also provide continuing education through various seminars and classes in field related subjects.

Large enough to serve you. Small enough to know you.





In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive *Initial & Follow-up* Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare

Los Angeles Region, 1641

RVP
15 Years

Region Support

RCFO
10 Years

RHRM
6 Years

RFFSM
23 Years

ROM
6 Years

RCSR
9 Months

RAA
1 Year

Region Operations Managers

ROM
20 Years

Noe Alcaraz
5 Years

David Evans
14 Years

Kevin Watts
7 Years

Joel Gay
4 Years

ROM
15 Years

Gregg Gill
9 Years

Rafik Raisian
4 Years

Ed Arriola
2 Years

Christopher Cortum
8 Years

Manny Mendes
1.5 Years

ROM
25 Years

TBD

Scott Brown
1 Year

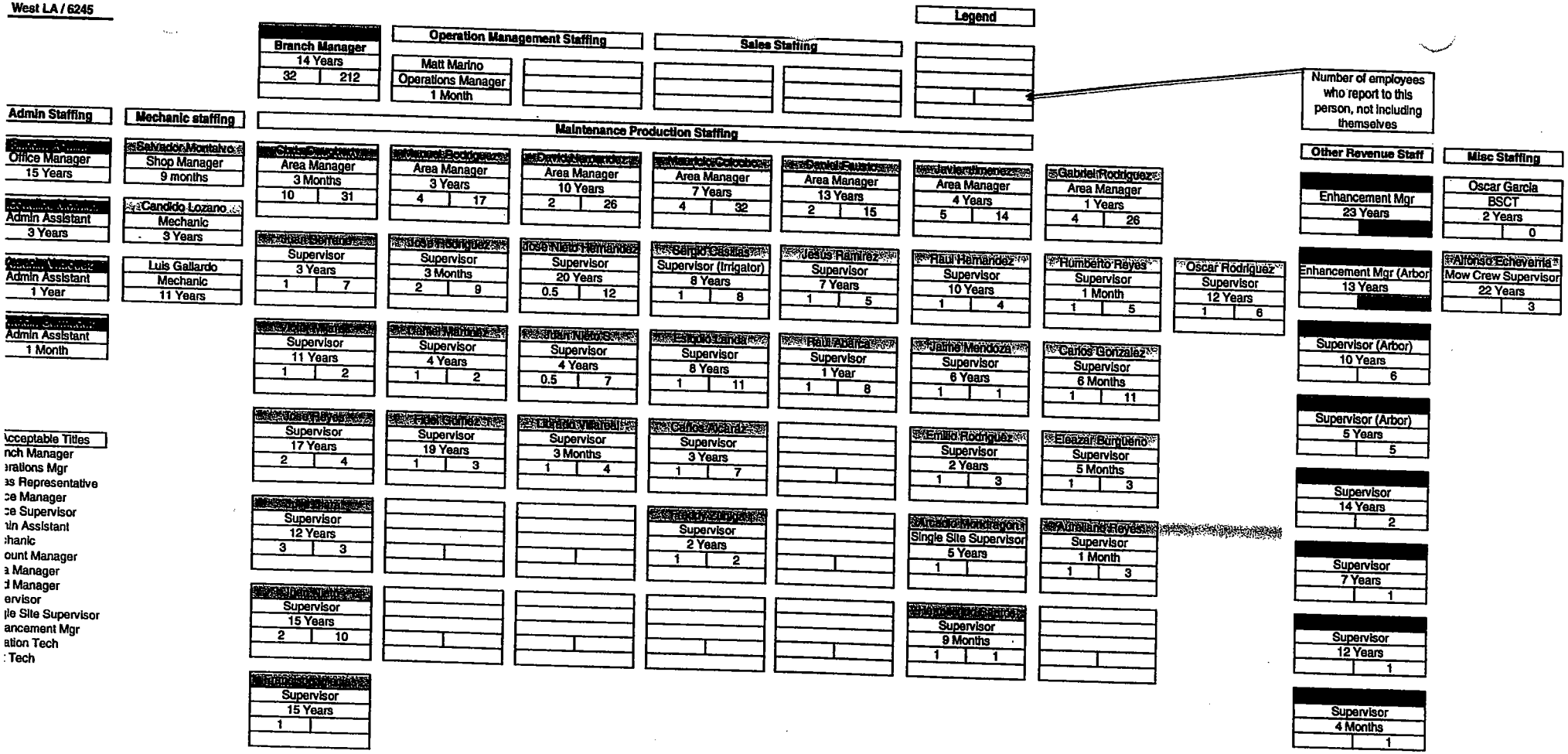
TBD

RVP
15 Years

Mark Hall
6 Years

Chris Steiner
7 Years

West LA / 6245


Legend
Number of employees who report to this person, not including themselves
Branch Manager
14 Years
32 | 212
Operation Management Staffing
Matt Marino
Operations Manager
1 Month
Sales Staffing
Admin Staffing
Office Manager
15 Years
Admin Assistant
3 Years
Admin Assistant
1 Year
Admin Assistant
1 Month
Mechanic staffing
Salvador Montalvo
Shop Manager
9 months
Candido Lozano
Mechanic
3 Years
Luis Gallardo
Mechanic
11 Years
Maintenance Production Staffing
Area Manager
3 Months
10 | 31
Area Manager
3 Years
4 | 17
Area Manager
10 Years
2 | 26
Area Manager
7 Years
4 | 32
Area Manager
13 Years
2 | 15
Area Manager
4 Years
5 | 14
Area Manager
1 Years
4 | 26
Supervisor
3 Years
1 | 7
Supervisor
3 Months
2 | 9
Supervisor
20 Years
0.5 | 12
Supervisor (Irrigator)
8 Years
1 | 8
Supervisor
7 Years
1 | 5
Supervisor
10 Years
1 | 4
Supervisor
1 Month
1 | 5
Supervisor
12 Years
1 | 6
Supervisor
11 Years
1 | 2
Supervisor
4 Years
1 | 2
Supervisor
4 Years
0.5 | 7
Supervisor
8 Years
1 | 11
Supervisor
1 Year
1 | 8
Supervisor
6 Years
1 | 1
Supervisor
6 Months
1 | 11
Supervisor
17 Years
2 | 4
Supervisor
19 Years
1 | 3
Supervisor
3 Months
1 | 4
Supervisor
3 Years
1 | 7
Supervisor
2 Years
1 | 3
Supervisor
5 Months
1 | 3
Supervisor
12 Years
3 | 3
Supervisor
2 Years
1 | 2
Single Site Supervisor
5 Years
1
Supervisor
1 Month
1 | 3
Supervisor
15 Years
2 | 10
Supervisor
9 Months
1 | 1
Supervisor
15 Years
1
Other Revenue Staff
Enhancement Mgr
23 Years
Enhancement Mgr (Arbor
13 Years
Supervisor (Arbor)
10 Years
6
Supervisor (Arbor)
5 Years
5
Supervisor
14 Years
2
Supervisor
7 Years
1
Supervisor
12 Years
1
Supervisor
4 Months
1
Misc Staffing
Oscar Garcia
BSCT
2 Years
0
Alfonso Echevarria
Mow Crew Supervisor
22 Years
3
Acceptable Titles
nch Manager
rations Mgr
s Representative
e Manager
e Supervisor
in Assistant
hanic
ount Manager
a Manager
d Manager
ervisor
le Site Supervisor
ancement Mgr
ation Tech
Tech

RESUME

Mark J. Wesel
3296 N. Sawtooth Court
Westlake Village, CA 91361
(805) 494-9107

OBJECTIVE

To excel at a highly responsible position where I can fully utilize my knowledge, capabilities and experience to develop, manage and a company to be the Best it can be.

EMPLOYMENT HISTORY

1990 - Present
TRUGREEN LANDCARE/CALIFORNIA LANDSCAPE MAINTENANCE, INC.
Regional Vice President (2003 – present)
Regional Manager (2002 – 2003)
Regional Operations Manager (2000 – 2002)
Branch Manager - Culver City Office (1998 - 2000)
California Landscape Maintenance Inc. Vice President/Branch Manager (1997- 1998)
Vice President/Corporate Sales Manager (1991-1997)
Salesperson (1990-1991)

Responsibilities/Capabilities

- Develop and implement a yearly budget of over $94,000,000.00
- Analyze and verify accuracy of monthly financials
- Assemble, Lead, and Develop personnel to accomplish set budgets and goals
- Oversee 2200 employees
- Manage Operations Managers, Branch Managers and Regional Staff
- Oversee the Safety and training of all employees
- Oversee, Motivate and Manage Regional Sales Manager and Sales Team
- Customer Care, Retention and Quality Control
- Arborist Consulting and Pest Control Management
- Responsible for Maintenance and purchasing of Equipment, Fleet and facilities.

1981-1990
VALLEY LANDSCAPE MAINTENANCE - Canoga Park, California
General Manager - (1986-1990)
Operations Manager (1984-1986)
Area Manager (1981-1984)

Responsibilities/Capabilities

- Managed landscape maintenance division
- Maintenance volume of $4,300,000.00 year
- Enhancement crews
- Irrigation Installation and repair crews
- Arborist crews
- Nursery division
- Sales staff
- Pest control operation
- Mechanics
- Responsible for135 Employees

1978 - 1981
CALIFORNIA LANDSCAPE INC. - Canoga Park, California
Landscape Area Manager

Responsibilities/Capabilities
- Supervision of landscape/irrigation installations
- Permit procurement, pre-job meetings with owners/architects, project material purchase, scheduling, problem solving/troubleshooting, quality control, inspection coordination, estimating and supervision of construction maintenance period following project completion.

1977 - 1978
SUPREME LANDSCAPE - Mission Viejo, California
Owner/Partner

Responsibilities/Capabilities
- Landscape/Irrigation Installations for Residential/Commercial
- Sales, Estimating, Purchasing, Customer Service, Accounts Payable/Receivables

1975 - 1977
CALIFORNIA LANDSCAPE MAINTENANCE, INC. - Canoga Park, California Area Manager

Responsibilities/Capabilities
- Commercial Site Maintenance
- Crew Supervision

1972 - 1975
GREEN THUMB NURSERY - Canoga Park, California
Salesman

Responsibilities/Capabilities
- Retail and Commercial Nursery Sales
- Plant Identification
- Customer Service
- Supervision

EDUCATION

Canoga Park High School - High School Diploma (Future Farmers of America)
Los Angeles Pierce College - Agriculture/Ornamental Horticulture

LICENSES
- California Landscape Contractors License C-27
- Certified Arborist
- California Certified Nurseryman
- California Pest Control Operator's License
- Certified Landscape Water Auditor

TRAINING

Seminars - Business, Management, Landscape, Landscape Maintenance, Irrigation, Pest Control, Arborist classes, Palm Care, Motivation and TruGreen seminars (Elements of Management, EEO Laws and Regulations, People Development, Interviewing and Hiring, Progressive Discipline and Sexual harassment training)

Curriculum Vitae

Sergio Hernandez
12332 Burl Avenue
Hawthorne, California 90250
310/973-2457

Experience

July 1984 to Present
TruGreen LandCare (formerly Landscape West, Inc.)
Regional Operations Manager

I am currently a Regional Operations Manager and am responsible for overseeing 3 Branch Offices, including the supervision of 3 Branch Managers and 657 employees. I am also responsible for the operations of the Tree Division for Orange, Los Angeles, San Bernardino and Riverside Counties.

When I started with Landscape West, Inc. in 1984, I was hired as a landscape laborer. My duties included mowing, edging, trimming, removal of debris and miscellaneous landscape duties.

In March of 1985, I was promoted to crew leader. I was responsible for the overall direction, coordination and evaluation of approximately 3 crews.

In September, 1987, I became a maintenance supervisor. I directly supervised the employees in the assigned work crews. I was responsible for interviewing, hiring and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

In September of 1998, Landscape West was bought out by TruGreen LandCare and I became a Branch Manager. I was responsible for scheduling and supervision of 12 Area Managers and approximately 210 landscape laborers and 5 office personnel.

In November of 2003, I became a Regional Operations Manager, which is my current position.

Education

Graduate of University High School, Los Angeles, CA

El Camino Community College, Torrance, CA
Courses taken: General Education, Horticulture

Certificates

- International Society of Arboriculture Certified Arborist License #WC1091
- State of California Qualified Applicator License #38484
- Three Year Graduate of Southwest Maintenance and Management School
- CPR/Firs Aid Certificate

Memberships

PAPA-Pesticide Applicator's Professional Association
International Society of Arboriculture (ISA)
Street Tree Seminar

JAMES ANGEL

6467 Hellman Avenue
Alta Loma, CA 91701
Home (909) 987-7341 - Work (909) 920-4308 - Cellular (909) 721-8227
Jim_Angel@landcare.com

OBJECTIVE

Regional Operations Manager Position

SUMMARY

Branch Manager, with over twenty years management experience, including fourteen years with TruGreen Companies.

EXPERIENCE

TRUGREEN COMPANIES 1989 – Present.

Branch Manager TruGreen LandCare Branch 6169, Upland, CA (2003-Present)
Responsible for the profitability and overall management, including production, quality, sales / marketing, and goal setting / achievement, of this $4 million branch in commercial landscape maintenance and design.

- Interview, hire, train, and supervise staff of 109 including direct reports of four Area Managers, one Branch Assistant, one Head Mechanic, and one Sales Person; assign work; evaluate performance
- Supervise quality of all products and services, customer retention, and satisfaction
- Develop pricing and communicate with prospective accounts; develop and implement internal marketing for existing properties
- Oversee bid preparation; interface with prospective customers to close new accounts and ensure customer service; resolve customer problems and concerns
- Review and monitor equipment maintenance programs

ACCOMPLISHMENTS:

- Awarded "Best Customer Retention in Region" 2003.
- Instrumental in developing and personally service the Hunt Enterprises account, a large multi-site commercial business development ($250,000 annual contract).
- Retained City of Diamond Bar and several other major accounts that had decided to cancel their accounts prior to my taking over this position.
- Developed a Routing System with the Regional Manager and enhanced the system to track efficiency on a daily basis.

Branch Manager TruGreen Chemlawn (1989-2003)
Responsible for the profitability and overall management of the branch, including production, quality, sales / marketing, and goal setting / achievement, in the sale and service of chemical products to primarily residential accounts.

- Hired, trained, and supervised a staff of 30
- Supervised quality of all products and services, customer retention, and satisfaction; developed pricing and communicated with prospective accounts; developed and implemented internal marketing for existing accounts
- Developed business relationships with the Counties of Los Angeles and San Bernardino and the Riverside Agricultural Department; oversaw bid preparation
- Reviewed and monitored equipment maintenance programs

ACCOMPLISHMENTS:

- Assigned to eight branches which were operating at a loss and successfully effected a turnaround at each to achieve budget goals.
- Awarded "Commercial Branch Manager of the Region" 1998.
- Awarded "Branch Manager of the Region" 1997.
- Developed year-end annual agricultural Inspector Training Guide now used in all branches in Southern California.

ALPHA BETA Various Locations in CA 1977 – 1989.
Store Manager - Responsible for the profitability and daily operations of the store.
Corporate Office (three years) - Responsible for 150 stores in Southern California.
Electronic Checkstand Coordinator - Responsible for the setup and management of check-stands and equipment for new stores; trained staff, ensured equipment installation and stocking; maintained new and existing electronic equipment.

MILITARY SERVICE

UNITED STATES AIR FORCE 1971 – 1975.
Sergeant Weapons Mechanic Honorably Discharged.

EDUCATION

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO/CALIFORNIA STATE UNIVERSITY, SACRAMENTO
General Education

Extensive sales, chemical, agriculture, and pest control training.
Attend annual PAPA seminars.

LICENSES AND CERTIFICATION

Qualified Applicator License; Class A Driver's License.

SPECIAL SKILLS

Computer literate

RESUME

DAVID EVANS
636 8th Street
Manhattan Beach, CA 90266
(310) 937-0566

OBJECTIVE

- To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

EDUCATION

- B.S. In Ornamental Horticulture – June 1991
  California State Polytechnic University, Pomona

CERTIFICATIONS:

- Certified Arborist WC-1588, International Society of Arboriculture
- Qualified Applicator, QL35859
- Agricultural Pest Control Advisor, AA-04232

EXPERIENCE

- Branch Manager, TruGreen LandCare - Branch #6126, Gardena, CA
  2002-present

- Operations Manager, TruGreen-LandCare-Branch #6126, Gardena, CA
  November 1999 to 2002

- Area Supervisor, Landscape West, Anaheim, CA
  June 1990 to November 1999

- Intern, Landscape West, Anaheim, CA
  June 1990-August 1990
  - Worked with Manhattan Beach maintenance crew
  - Assisted Pesticide Applicator
  - Worked with tree trimming crews
  - Worked with special project crew
  - Assisted both Area Supervisors and Operation Manager

- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA
  June 1988 to December 1989
  - Operated dump truck, tree chipper and other heavy equipment
  - Trimmed trees, shrubs and other ornamentals
  - Removed large trees

- Nursery Man, International Garden Center, El Segundo, CA
  October 1985 to August 1987
  - Sold plant material and garden supplies
  - Priced, stocked inventories and ordered merchandise
  - Designed and arranged displays

MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve
  Served from 1983 to 1992

JOEL GAY

488 W. Duarte #7
Arcadia, CA 91007

jg_1804@hotmail.com
239-289-2902

BUSINESS MANAGEMENT * FINACIAL STRATEGIES * METRIC FLUENCY * CONFLICT MEDIATION * PUBLIC RELATIONS

- Unyielding Processes Management, Personnel leadership and Profit Maximization.
- Innovative financial and operational strategies – analysis, design and implementation.
- Extraordinary communication skills, language mastery, organizational comprehension and motivational aptitude.
- Executive level responsibilities and excellence at "S-corporate" and Fortune 500 levels.
- Proven winner in Contract negotiations and settlements of numerous varieties.
- Continually problem-solve conventionally or unorthodoxly specific to the fact patterns and or nuances of a given dilemma.
- PR campaign formation and execution in line to Executive and or IO Department directives.
- Facility in private-to-public sector transactions – holistic understanding of both Municipal and Federal "Request For Proposal" processes – and a lengthy track record of successful contract and revenue acquisitions therewith.
- Recognized within and without various organizations as a trendsetter and blue-chip asset.

Managerial Experience

Branch Manager
TruGreen Landcare / Service Master Fortune 500

PROFIT AND LOSS RESPONSIBILITIES

- Full P&L responsibility for one of TruGreen Landcare / Service Master's largest business unit – $9.5 million gross annual revenue: Ensure integrity and accuracy of Work Order, Purchase Order and Accounts Receivable reports, Payroll Register and P&L statement generally; that all figures accurately represent the above indicators and the current accounting period.
- Communicate and articulate financial data directly to Regional Vice President and Regional Operations Manager.
- Monitor supplemental-revenue to regular-revenue penetration rate for individual accounts and business unit entirely.
- Monitor and adjust direct cost trends to maintain or surpass Executive established Gross Margin goals and Gross Revenue-to-Net Profit conversion ratios.
- Calculate and manipulate non-exempt / direct labor trend daily in lieu of weekly forecast and trend.
- Interpolate and extrapolate all accounting outputs for weekly forecast.

- Analyze the last 3-months within current fiscal period to assemble quarterly forecast.
- Construct future-fiscal-year budgets based on the 3-previous fiscal periods, current fiscal performance and Executive directives.
- Design and implement quarterly and yearly financial strategies based on actual growth / sales, penetration rates and above and below the line cost trends.
- Consult internally for other business units as it pertains to Annual-Budget formulation.

ACCOMPLISHMENTS:

Under my leadership, the branch trends to establish several precedents within the Region and possibly within the Organization generally – per fiscal year 2005. Of paramount mention, the largest year-over-year Net Profit gains recorded: 400k projected. This is particularly germane when considering the previous year of performance, which yielded negative net profit gains. This year's performance is so despite a $3 million gross revenue reduction year-over-year – a reduction representative of a massive reorganization plan designed and implemented by myself in conjunction with Executive directives. Direct costs and Indirect Costs have been reduced by 7.5% & 2% respectively. Exhibiting shrewd and strategic cost control and profit maximization, despite a 19% decrease in penetration, the branch has boosted Gross Profit by 7.5%. Based on this performance, the Branch is a believed to be a candidate for "Turn around Branch of Year" & "Branch of The Year," nationally and regionally.

OPERATIONAL RESPSONSIBILTIES

- Full responsibility for the operational performance of a $9.5 million business unit.
- Oversee 160-235 employees, directly supervise 10 managers, 5 Office personnel.
- Train, advise and direct Management and Office staff in accordance to Company guidelines and current strategies.
- Prefect and conduct weekly operations meetings with Management and Office Staff.
- Develop job-specific sales / bidding strategies based on past and current penetration rates.
- Developed and implemented an Employee Development and Career Path program specific to business unit, resulting in the promotion of 3 staff members from Supervisor to Area Manager.
- Mediate conflicts deserving of upper-management intervention.
- Enforce company guidelines, ethical codes, policies etc. through progressive discipline.
- Coordinate route and operational logistics to increase quality of service / product and field efficiencies; thus increasing productivity.
- Maintain and manage 160 vehicles and $.5 million in equipment assets, in accordance to OSHA and Fleet Guidelines and regulations.
- Lead, Supervise and Implement Safety Program in coordination with Organization Policies and Guidelines.
- Correlate field inputs with financial outputs to achieve cohesive strategies.

ACCOMPLISHMENTS:

Represented in the 7.5% overhead decline year-over-year is a significant decline in TICR (total, incident, case, rate), the metric by which Service Master measures and gauges Workman's Compensation costs and Insurance trends generally. As a result of the Safety Plan and subsequent enforcement, the Branch has reduced its TICR by 3.2%; which positively affected revenue driven insurance costs, as the organization is self-insured.

Branch Manager In Training / Area Manager
TruGreen Landcare / Service Master Fortune 500

FINANCIAL RESPONSIBILITIES

- Assisted Branch Manager in ensuring credibility of all P&L functions.
- Performed preliminary weekly and quarterly forecasting in accordance to Branch directives and financial strategies.
- Assisted Branch Manager in formulating current and future fiscal strategies.
- Successfully implemented Financial Strategies designed by Executive and Branch Management.
- Performed a series of analyses aimed at quantifying profit loss due to employee turnover; and thus created performance-based incentive programs and systems whereby turnover decreased.
- Managed $1.2 book of work primarily consisting of H.O.A. and Industrial Properties. Maintained 52% Gross Margin throughout.

ACCOMPLISHMENTS:

As Branch Manager in Training, the Naples Branch witnessed record setting net-profit gains from a dollar and percentage standpoint.

OPERATIONAL RESPONSIBILITIES

- Secondary authority for operational performance of a $9 million business unit: Customer Interfacing, Community Relations, Route Logistics, Crew Management, Emergency Duties.
- Employee development, training, progressive discipline, sales strategies.

Vice President
Lawnscapes Inc.

FINANCIAL RESPONSIBILITIES

- Executive-responsibility of all P&L functions for a $1.2 million S-Corporation: Ensured the credibility of monthly, quarterly, annual and IRS reporting. Managed liquid and fixed assets. Controlled capitol growth. Secured capitol gains and dividend disbursement
- Oversaw the legal, financial and operational formation of company.
- Authored entirety of business plan: 5-year projection, zero-based budgeting and credit / debt estimations.
- Acquired necessary financing for company launch and residual operating expenses.
- Negotiated and secured financing for 3 separate acquisitions; which provided the company with its initial revenue base.
- Monitored variable interest rates, refinancing and consolidating debt at lows thus decreasing overhead and increasing monthly net profit.

- Through acquisitions and Sales initiatives, grew revenue base from $.25 million to $1.2 million in 13 months.
- Year-end fiscal period yielded $300k, 25% net profit gains – 24% ahead of year-one projection as detailed in original business plan.
- Successfully negotiated and administered the sale of Lawnscapes Inc. to Davie Inc. in first month of fiscal year 2. Transaction details are proprietary.

ACCOMPLISHMENTS:

Although no longer in existence, Lawnscapes Inc. is still recognized throughout Florida's Gulf Coast business community as of the most successful enterprises in recent years. Under my leadership and direction, the company witnessed of the more rapid ascents to +$1 million reporting. Because Lawnscapes' growth and success were achieved via disciplined stratagems, capitol over-extension did not occur; a common affliction amongst S-Corps of all kinds. Now within the umbrella of Davie Tree Inc., the revenue and contracts therewith remain profitable.

Employment History

- ✓ TruGreen Landcare / Service Master: October 2003 to Present.
- ✓ Lawnscapes Inc.: January 2002 to September 2003
- ✓ GDC Constructors: April 2001 to December 2001

Education

B.A. Liberal Studies / English - Saint Thomas University 2001 – Miami, Florida

Leadership / Extracurricular

Not For Profit Volunteer and Program Coordinator

- ❖ Volunteer for the Coalition of Immokalee Workers, Florida Immigration Advocacy Center.

Raitis Raisian

6518 Red Oak Dr.
Corona, CA 92880
(951) 280-0190 • Email: raitisr@yahoo.com

HIGHLIGHTS

Knowledgeable manager experienced in strategic planning, operations management and business development within the nursery and landscape industry. Energetic, self-motivated professional with a successful track record who possesses a proven ability to increase revenue, profit and customer satisfaction. Experienced in all phases of directing and working with other managers, crew leaders, laborers, salespeople and operational support staff using a "hands on" management style to achieve corporate goals. Positive leader who puts people first and has continually demonstrated attention to detail and effective written & verbal communication skills.

EXPERIENCE

TRUGREEN LANDCARE — Ontario, CA

America's largest landscape company that provides various landscape related services to commercial customers through out the United States. Company services include, landscape management, landscape installation, tree care, water management, nursery management and sports turf management.

Branch Manager — 2001 - 2005

Responsible for managing, training, developing and directing the company's largest branch which produces over $12 million in annual revenue. Daily responsibilities include overseeing all aspects of operations, sales, finance and personnel to ensure achieving or exceeding company goals. Currently manage 8 Area Managers and approximately 250 employees to ensure all branch departments (sales, landscape maintenance, arbor care, enhancements and landscape installation) are operating safely and profitably. Financial responsibility includes creating, developing and accurately monitoring all financial aspects of the branch including budgeting, forecasting, profit & loss and managing labor and product costs. Current customer base of more than 200 accounts includes municipalities, homeowner associations, apartments, commercial business parks, hotels, banks, churches and other various other types of commercial businesses.

ROGER'S GARDENS NURSERY & LANDSCAPE — Newport Beach, CA

A high-end specialty retailer that leads the industry in the selection and merchandising of a variety of high quality products including annuals, perennials, trees, shrubs and specialty color. Also specializes in the design, installation and maintenance of premier landscapes for commercial and residential clients.

General Manager — 1995 - 2001

Responsible for directing the recruiting, staffing, training, selling, marketing, budgeting and overall operations of $16 million company. Scope of responsibility was diverse and included controlling all budgets including payroll and P&L statements, overseeing profitability, sales, revenue growth and managing a staff of 120 through ten supervisors.

SUNBELT NURSERY GROUP — San Juan Capistrano, CA

A $125 million national retail chain of stores that specialized in providing expert knowledge and assorted nursery and landscape products.

Operations Manager — 1994 - 1995

Managed the company's largest location by directing a team of 60 employees and overseeing all aspects of sales, production and inventory control including product selection and management.

FLOWERDALE NURSERY & LANDSCAPE Santa Ana, CA
First-class multi-store retail operation that emphasized high quality merchandise and exceptional customer service to an upper scale clientele.

Manager 1988 - 1994
Responsibilities included staffing, customer service and overseeing the day-to-day operations of retail store. Also oversaw the landscape department that specialized in the design and installation of new landscapes for residential clients.

EDUCATION

California State University, Fullerton
Bachelors of Arts Degree in Business Administration - Management

Fullerton College
Associate of Arts Degree - Mathematics and Engineering

Advanced California Certified Nursery Professional (ACCNP)

Expert computer skills in all current computer software including Microsoft Word, Excel, Outlook, MapPoint as well as extensive knowledge in using the Internet as a company improvement and cost saving tool.

15457 Mallory Court
Moorpark, CA 93021
805-523-1747
gary_scott@landcare.com

Gary W. Scott

Objective

Senior management position where my management skill and industry knowledge, will make a significant contribution to the success of the organization.

Professional Experience

1998-Current TruGreen Landcare Canoga Park, CA

Branch Manager - Maintenance Simi Valley, CA

- Responsible for management of all Branch operation aspects including daily field and administrative operations, budgeting, branch sales, fleet and equipment maintenance.

1995–1998 California Landscape Canoga Park, CA

Principal

- Initiated Culver City Branch adding $2.5 million/year of business.
- Managed Cal-American Mulch: green waste recycle operation.
- Purchased new vehicle fleet and improved existing fleet.

1992–1995

Vice President – General Manager

- Implemented effective safety program.
- Established employee sales/referral incentive & bonus program.
- Organized foreclosed home clean out operation.
- Improved office/field technology

1984-1992

Vice President – Branch Manager

- 30% increase in maintenance/extra work contract.
- Created tree-trimming operation.
- Developed successful sales team.
- Increased profits by initiating quality control and time productivity improvements in office and field

1978-1984

Maintenance Supervisor

- Implemented profitable project budgets.
- Managed maintenance of large commercial properties.
- Supervised 20 crews.
- Provided service oriented customer relations/sales.

1977–1978 Supreme Landscape Orange County, CA

Owner/Partner

- Supervised landscape and irrigation installation.
- Provided service oriented customer relations/sales.

1975–1977 California Landscape Canoga Park, CA

Foreman/Crew Leader

- Managed maintenance crew of large commercial properties.

1972–1975 Green Thumb Nursery Canoga Park, CA

Salesperson

- Retail/commercial nursery salesperson – Shift Leader
- Plant identification/inventory

Education

1973 Chatsworth High School Chatsworth, CA

- High School Diploma

Licenses

California Pest Control Operator

Certified Arborist

Matt Marino
6773 San Alto Way
Buena Park, CA 90620
(714) 826-5915

WORK EXPERIENCE

2005 – Present

TruGreen LandCare, Gardena, CA.

Operations Manager

1998 – 2005

Original Landscape Maintenance, Buena Park, CA

President: Hired, trained and managed employees ranging from maintenance managers, supervisors, extra work crews and office personnel.

Achievements:

* Developed annual contracts from $ 150,000 to $ 2,200,000 in a 3-year period.
* Increased annual profits from 30% to a company high of 50%
* Implemented a work injury prevention program resulting in a notable reduction in workers compensation claims. Lowering premiums by 15%.
* Achieving a personal and company goal of establishing and maintaining high client satisfaction and retention.

1995 – 1998

A Growing Concern Landscape, Huntington Beach, CA.

Maintenance Manager: managed and mentored area supervisors in all aspects of landscape maintenance and extra work projects.

Achievements:

* Organized and scheduled all maintenance, tree trimming, irrigation, chemical and renovation operations.
* Saved 5% on all materials and supplies through shopping best rates and product.
* Increased annual maintenance portfolio from $480,000 to $1,020,000.
* Increased existing contract annual extras from $10,000 (2%) to $153,000 (15%) a 13% annual increase.

CERTIFICATION

State of California Qualified Applicators Certificate

LICENSING

State of California Contractors License C27HIC

EDUCATION

Fullerton Junior College – Fullerton, CA.
Completed 18 – month course: Landscape Architecture

California Landscape Contractors Association (CLCA)

Company sponsored training programs:

- Water Conservative Management
- Green Waste/Recycling Management
- Pest Management
- Safety Training Programs
- Workers Compensation
- Arbor Care

* Currently studying and testing Scheduled for my Certified Arborist License

PERSONAL

Married with 3 children.
Interests: Weight training, gardening, family
Personal Accomplishments: Have won 2 amateur bodybuilding titles

Chris Daugherty
714 S. Hollenbeck St.
West Covina, CA. 91790
(626) 332-5036
Cdaug8@aol.com

PROFILE

Experienced Landscape Manager with more than 20 years in Management and nearly 30 years of field experience, including Commercial, municipal, and residential projects in both maintenance and construction.

WORK HISTORY

Dec 1992- Present

Area Manager
TruGreen LandCare
Gardena, CA.

Responsibilities:

- supervise operations
- scheduling, hiring/firing, purchasing
- job walks/inspections
- served 6 years as Branch Safety Mgr. ran Branch Safety Program, reported and managed injury/vehicle accidents and shaped tailgate training program

Sep 1998- May 1999

Regional Safety Manger
LandCare
Anaheim, CA.

Responsibilities:

- shaped policies and procedures
- coordinated Safety Training Program
- managed Accident Review Committee
- developed safety training material

Aug 1996- Jun 1997

Operations Manager
Landscape West, Inc.
Anaheim, CA.

Responsibilities:

- ran municipal and commercial maintenance contracts, managed 4-5 Area Managers and 80-100 workers

Jun 1992– Nov 1992 **Maintenance Supervisor**
Executive Landscape
La Verne, CA.

Responsibilities:

- supervision of 25 workers
- scheduling, purchasing, hiring/firing
- inspections

Note: company was purchased by Landscape West, Inc. 12/1/92

Oct 1989- May 1992 **Assistant Superintendent**
Hacienda Landscape
Walnut, CA.

Responsibilities:

- supervision of maintenance and construction crews
- resolve "punch list" work
- Worked with general contractors, inspectors, architects, and project owners.

EDUCATION

Jun 1976- Jun 1982 Cal Poly Pomona
Pomona, CA.

B.S. Ornamental Horticulture

Sep 1973- May 1975 University of New Hampshire
Durham, NH

2 years Liberal Arts

SKILLS

- Management/Supervision
- Spanish speaking
- QAL Pesticide license
- Plant identification

REFERENCES

Available upon request

Edwin Vargas

3330 Thomas Ave.
Palmdale, CA 93550
661/ 533-1795

Experience:

2001 - Current
Sales / Operations Manager Arbor Division **TruGreen LandCare – Canoga Park**

- Business Development: Responsible for analyzing current market and competition. Capitalizing on competition weakness, renegotiate pricing, volume and terms as appropriate. Work as a team member through channels to identify new business and achieve new sales and profit.
- Follow up on the performance of each sale to secure customer satisfaction.
- Oversees production of crews, determines resource needs of crews.
- Conducts training sessions on new techniques and relays new information on industry changes.
- Make sure contract inspector and / or supervisor are satisfied and ensure customer service.
- Holds current Arboriculture Certification WE-6299-A.

1987 – 2000
Certified Arborist / Project Manager **McCullough's Tree Care**

- Project Management; responsible for 8 employees.
- Responsible for developing and monitoring job expenses and budgets.
- Provide excellent customer service and develop long term relationships.
- Responsible for enforcing safety rules and training.
- Participate and conduct regular training sessions to ensure proper use and care of inventory, company vehicles, equipment, materials and tools.

Licenses
California commercial drivers license class A
ISA Certified Arborist WE-6299-A
Qualified Application license QAL-37307
Electrical Hazard Awareness Program certificate
First Aid and CPR certified

Scott G. Rogers
17436 Lull Street
Northridge, CA 91325
818/757-1998

Experience:

1999 - Current
Certified Arborist/Project Manager TruGreen LandCare Canoga Park

- Project management, responsible for 30 employees
- Responsible for scheduling timely servicing, quality of product and service performed
- Responsible for monitoring and managing the job expense and budgets
- Provide quotations for supplemental work and special projects to improve arbor care.
- Provide excellent customer service and develop long-term client relationships
- Participate and Conduct regular training sessions to ensure proper use, care and inventor of company vehicles, equipment, and tools.
- Safety training
- Holds current arboriculture certification WE-3140A

1993 – 1999
Certified Arborist/Foreman Golden Bear Arborists

- Company representative for the palm trimming contract for City of Pasadena.
- Supervised trimming and removals for the Malibu fire contracts
- Safety office for Goldenbear foreman and personnel; annual performance evaluation for employees
- Company representative to maintain the tree inventory for City of Irvine
- Experience in tree equipment, aerial lift, skip loader, front end loader
- Related skills, irrigation systems, cable and rods, blue print reading, accurate record keeping, line clearing.

1991 – 1993
Crew Supervisor Gene Flietas Construction
Installation and maintenance of exterior structures and planting, lighting and irrigation systems, flagstone patios, and installation of shade and ornamental trees.

Licenses

California commercial Drivers License Class A
ISA Certified Arborist WC-3140
Qualified Applicator Certificate QC-20249
Electrical hazard awareness program certificate
First aid and CPR certified

OSCAR GARCIA
250 West 67th Way
Long Beach, Ca. 90805
310) 631-8478

OBJECTIVE: To secure a position where my abilities can be utilize and new skills can be learned, while making a significant contribution to the success of my employer.

EXPERIENCE:

7/03-Present **Branch Safety Training Coordinator** at TruGreen Landcare. Oversees all operations to insure that company safety rules are being followed and enforced. Prepare reports, maintain records and investigate accidents as needed. Coordinates and conducts all training with employees. Orders materials and supplies. Maintains inventories. Coordinates fleet services and vehicle maintenance. Responds to requests and complaints from clients, insurance companies, and the public. Disciplines personnel.

3/02- 10/02 **Park Maintenance Supervisor** at the city of Azusa. Administration of contracts. Supervise and trained personnel on construction and maintenance. Responded to work requests, and complaints. Conducted safety meetings, evaluate and disciplined personnel. Ordered materials, vehicles, and equipment. Scheduled personnel duties and special projects. Prepared and administered a million dollars annual budget. Saved over ninety thousand dollars in operations.

6/91-3/02 **Public Works Supervisor** at the city of Bell Gardens. Administration of contracts. Responsible for the construction, and maintenance of parks, medians, buildings, and facilities. Improved and repair irrigation systems, landscape areas, electrical, plumbing, and buildings. Maintenance of pool equipment, lakes, trees, vehicles, fences, water pumps, restrooms, painting and graffiti removal. Identified and control pests, diseases, and weeds. Ordered of materials, vehicles, and equipment. Installation, and repair of sidewalks, streets, asphalt and concrete. Conducted safety meetings and training, evaluate and discipline personnel. Scheduled of personnel work duties, special projects, and coverage of events. Responded to work requests, and complaints. Prepared and administer a million dollars annual budget.

3/91-6/91 **Pesticide Spray Specialist** at the University of Long Beach. Responsible for the identification and control of pests, diseases, and weeds. Ordering of materials, supplies, and equipment. Maintained records, reports, and inventory. Devised and applied preventive measures as necessary. Responded to work requests and complaints. Schedule vehicle maintenance.

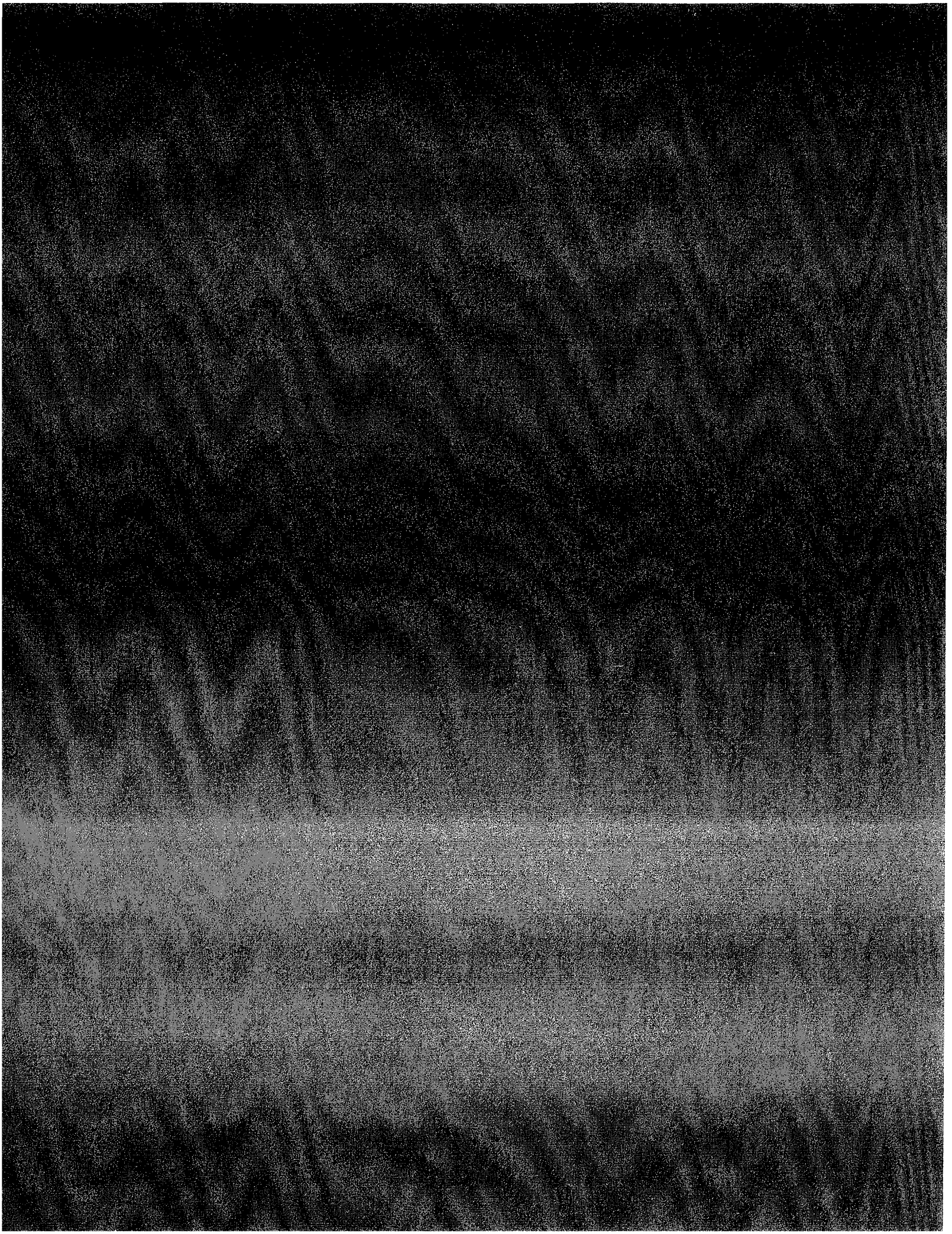
6/81-12/90 **Field Manager / Quality Control** at Murray's Landscape Inc. Administration of commercial and municipal contracts. Supervision of subcontractors of various trades. Identified and control pests, diseases, and weeds. Ordering of materials, supplies, vehicles, and equipment. Scheduled and maintained records of vehicle fleet maintenance, and inventory. Revised blueprints and sketches. Designed and installed improvements. Conducted safety meetings and training. Hired, trained, supervised, evaluated, and disciplined personnel. Responded to work requests, and complaints. Computerized inventory, reports, truck routes, and maintained profitable operations. Managed all field operations. Annual operational budget over six million dollars.

EDUCATION

Certified Playground Safety Inspector. NPSI # 7585-0604. 2000.
Bachelor of Science in Business Administration. Columbia State Univ. 1997.
Certified Arborist. # WC-3033. 1996.
AA Business Administration. Compton College. 1995.
Pacific Southwest Maintenance Management School. 1995.
Backflow Prevention Device License. # 22071. 1992.
Horticulture Certificate. California Polytechnic Univ. Pomona. 1991.
Qualified Applicator License. # 38752. 1983.
Qualified Applicator Certificate. # 48784. 1982.

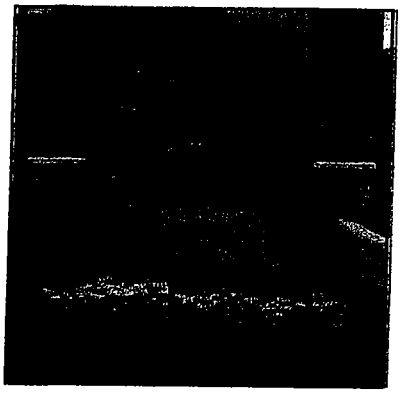
SKILS

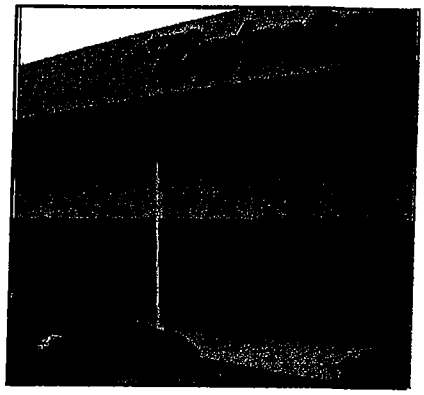
Word processors, spreadsheets, and databases experience and office equipment.
Operate large and small construction vehicles and equipment.
Bilingual English / Spanish.



Work Plan

Large enough to serve you. Small enough to know you.





In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive *Initial & Follow-up* Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare

Service Offerings

As landscape experts, it's our job to provide exceptional care for your turf, plants, and trees. We offer more than simple maintenance for your landscape. We are a ***business partner*** who knows how to stay within your budget, a ***marketing partner*** who knows that the landscape makes an important first impression on customers and tenants, and an ***operations partner*** who knows the importance of fast, proactive service.

TruGreen offers:

- Sports Turf Division
- Insect and Disease Control
- Complete Landscape Enhancement Services
- Tree and Shrub Care
- Certified Arborist Division
- Seasonal Color Planting
- Exterior Holiday Lighting
- Irrigation System Design, Installation and Management
- 24 hour Call Emergency Service
- Landscape and irrigation designers on location

Landscape Installation Services

Whether you're a large or small, local or nationwide, TruGreen LandCare can deliver professional, worry-free service for the type of landscape installation you require.

We are known for our award-winning landscape designs. Our professionals have the resources to offer value-added services, including design/build, irrigation installation, renovation, project planning and coordination, complete contract administration, estimating, and customized reports.

Water Management Services

Many of our customers turn to TruGreen LandCare as a partner in progressive water management. Inefficient watering can adversely impact both budgets and the environment. TruGreen LandCare helps customers maintain their beautiful landscapes and valuable investments through:

- Water Audits
- Use Analysis
- Central Control System Installation and Monitoring
- System Mapping
- Annual Water Budgeting
- Shared Savings Agreements

Tree Care Services

Trees are considered an extremely valuable asset to your landscape, giving your property a unique appeal to customers, tenants, and employees. Rely on our TruGreen LandCare Certified Arborists and professionally trained tree care specialists to help keep your valuable investments on a well-managed maintenance program. Designed to keep trees healthy, strong and beautiful, our tree care program includes:

- Planting
- Pruning
- Transplanting and Removal
- Diagnosis, Appraisal and Evaluation
- Inventory and Management Programs
- Root Pruning and Barriers
- Cabling and Bracing
- Stump Removal
- Insect and Disease Control
- Fertilization
- Emergency Response

Specialized Services

If your project requires extensive landscape expertise and reliable service, then TruGreen LandCare is the partner for you. We offer many specialized services to address your needs, including:

- Landscape Preservation and Wetland Restorations
- Nursery Operations
- Sports Turf Management
- Green Waste Management/Recycling
- Plant Inventory Programs
- Exterior Lighting
- Golf Course Maintenance and Management

TruGreen LandCare Value Proposition Statement

"TruGreen is committed to the delivery of exceptional Landscape Services, a commitment ensured by our dedication to client communications, incomparable quality and a resolve to provide cost value for our service offerings."

Employee Screening and Security Policy

Before beginning work all TruGreen Employees are screened for the following:

- **Drug Testing:** TruGreen employs independent drug testing labs to screen for evidence of drug use. TruGreen has a zero tolerance policy in this area.
- **Social Security Checks:** Every employee is required to provide proof of eligibility to work in the United States.
- **Criminal Background Check:** Every employee is screened for a criminal background check. Any evidence of a felony record will disqualify a person from employment.
- **MVR Check:** Before operating a company vehicle on public or private roads, the employee will be subject to a Motor Vehicle Records check. One or more moving violations disqualify a person from operating a company vehicle.

Employee Code of Conduct on the Job

- No alcoholic beverages permitted on property.
- No employee shall be intoxicated while on property.
- Employees must be clean, neat, and wear a proper uniform bearing TruGreen LandCare's name.
- Employees must use proper safety equipment: steel-toe boots, safety vests, safety glasses, and earplugs.
- Show respect to all individuals on the property at all times.
- No weapon of any kind is permitted.
- The use of profanity or provocative language is prohibited.
- Contractor shall not allow unauthorized persons on property.
- No radios or loud music on property.

Certified Landscape Technician Training:

- TGLC encourages and sponsors employees for advanced education to become a Certified Landscape Technician, QAL and QAC.

Each employee has the opportunity to advance individual skills through advanced training programs in the area of Irrigation Technician, Chemical Technician, Enhancement Supervisor, Crew Leader and Area Manager

Safety First

It's TruGreen LandCare's goal to provide a safe workplace by elimination or control of known and potential safety and health hazards that our employees may face on the job. TruGreen LandCare prides itself on safety awareness and it is everyone's responsibility in all operations and at all levels. Safety is an integral part of our employee orientation program. It is mandatory for employees to attend the weekly safety meetings and acknowledge attendance by signing in. Our "Safety Pays" program creates an awareness and incentive to work safely. TruGreen LandCare employs a Regional Technical Manager (RTM), Regional Fleet and Safety Manager (RFSM), and a Divisional Risk and Safety Manager (DRSM). Each branch office employs a Branch Safety & Training Coordinator (BSTC).

TruGreen LandCare adheres to all current CALTRANS road safety and lane closure procedures. Branch Managers, Area Managers and Crew Leaders all take an active part in training, educating and implementing safety guidelines. TruGreen LandCare employs a full-time certified mechanic that is solely responsible for maintaining the safe operation of equipment. All manufacture specifications are strictly adhered to and charted for ease of tracking maintenance and repair requirements. National vendors also contribute to the safety and training program by sponsoring operational and educational seminars.

Key Points:

- TGLC employs Regional Safety Coordinators, Branch Safety Coordinators and Fleet Managers throughout the company.
- All TGLC employs complete a safety orientation and must pass a pre-employment drug screen test.
- TGLC implements Safety Pays Policy and rewards employees with raffles and BBQ's for Accident Free Months.
- Weekly and monthly safety meetings are held at the branch location every Friday morning throughout the year. Companywide safety meetings are held quarterly.
- Annual Pesticide Training, including Right to Know training, is provided yearly. Monthly training is held for new employees. MSDS sheets are available at the branch office and copies are kept in all TGLC vehicles.
- All employees who drive company vehicles must take a defensive driving course annually. Cameras are installed in many of our vehicles to support our strict safe driving standards.

Personnel Training

All crewmembers participate in our Gardeners Level I, and Level II Certification and training program. This training and certification gives all crew members a guideline to be able to rise within TruGreen LandCare as well as improving customer satisfaction.

In Gardener Level I Certification, new personnel are trained and certified in human resources, safety, back injury prevention, proper fuel safety, blower operation, 21" mower operation, line trimmer operation, basic hand tool orientation and power edger operation.

After the new employee has been working in the field for a few months they are eligible to begin training in our Gardener Level II Certification. Crew members are trained and tested in staking trees, riding mower operation, hedge trimmer operation, basic irrigation maintenance/repair, basic equipment maintenance, pesticide application, fertilizer application, proper storage of equipment on vehicles, basic tree trimming and natural pruning of shrubs.

Employees are also offered tuition reimbursement that can be used for classes/schools that train for ISA Certification, Pesticide Applicator Certification, Commercial Drivers License, and English Courses.

Management Training

All employees in management positions undergo "Regulatory Compliance Training" and "Leadership Essential Training". "Regulatory Compliance Training" covers employment laws and regulations. "Leadership Essential Training" deals with proper interaction with employees and customers, as well as, the fundamental of being a leader. Positive employee relations training is also given focusing on what motivates our employees and how to remain the employer of choice.

Tuition reimbursement and Branch Manager Training is also offered to management employees.

Recruitment and Replacement

TruGreen LandCare has full time Region Recruiters who actively search for the most qualified people the landscape industry can supply. They attend job fairs, as well as contact local colleges and schools. Additionally, potential employees interested in working for TruGreen LandCare can log onto out web site, www.TruGreen.com to review job openings throughout the nation. Extensive turnover reports are also performed by our staff to determine the best practices to keep current employees working for TruGreen LandCare.

Supervision

TruGreen LandCare employs both Area Managers and Area Supervisors to ensure that our crew supplies the best landscape services to our customers. Additionally, both Area Managers and Area Supervisors work closely with our crews to ensure that they conduct themselves in a professional manner as well as staying safe while working.

Uniforms and Identification

TruGreen LandCare has a national account with CINTAS. All employees are provided with five sets of uniforms. Each uniform consists of a long sleeve work shirt and long pants. Both the employees name as well as the company name are embroidered onto the shirts. Additionally, all employees are issued safety vests that have the name of the company stamped onto the back and baseball hats with company logo. All TruGreen LandCare vehicles have signs on both doors. All vehicles are marked with a vehicle unit # and a toll free number so that each vehicle can be easily identified.

In-House Training Program

Our in house library is comprised of printed material, which designates the parameters within which the TruGreen LandCare team operates. These materials are published by such reputable organizations as the National Arborist Association, the International Society of Arboriculture, The National Arbor Day Foundation, and the Oak Tree Foundation. After review of our references you will soon find that the standards we set for ourselves are closely aligned with the educational materials provided. TruGreen LandCare has extensively complied with SB198 and has further instituted a comprehensive hazard communications program, tailgate safety meeting program, and specialized Electrical Hazard Awareness Program (EHAP Certification Program).

ISA Certified Tree Workers and Certified Arborists are required to complete a total of 40 continuing education units (CEU) every two years in order to maintain their certification status. In order to retain their State license, our Pest Control Advisors are required to complete 40 hours of continuing education units (CEU) every two years also.

We recognize the importance of recruiting, selection, training, and tenure. Seventy percent of the management team of TruGreen LandCare has 8 years minimum tenure. Fifty percent of the trimming staff has tenure of more than 4 years.

TruGreen LandCare currently employs more than 180 people who are dedicated to the responsibility of the urban forest prevention. These team players are constantly being trained and cross-trained within the principles of their chosen profession. We are actively participating in the ISA Certification program sending our people as far as Northern California and Arizona to participate in the various testing programs and tree trimmer jamborees. We have won many jamboree events further installing a sense of pride and accomplishment in their profession.

TruGreen LandCare has a training facility located in our Upland office where bilingual instruction is regularly scheduled. Our library and audio visual capability further entices the mediocre tree trimmer to become eager participant in further education and the raising of his or her profession's. Our arborist knowledge gives them the pride, self-esteem, and sense of achievement that makes it apparent that our continuing education programs and training are working and not a requirement.

Safety/Health Policies and Procedures

The TruGreen LandCare – Arbor Division Safety and Health manual was written around the in compliance with SB198 is a document over 200 pages long. It is incorporated here by reference and available for review on request.

This company is also in full compliance with the California Highway Patrol's Biannual Terminal Inspection (BIT) program. Basically, this program requires that a company have a preventative maintenance program involving daily inspections, monthly service and quarterly comprehensive vehicle exams. Every two years the CHP comes to our facility and reviews all vehicle maintenance records and in-house programs for compliance.

Aerial towers are regulated by OSHA separately and receive regular inspections by state licensed inspectors who certify their condition. Our in-house capability to rebuild these units is in a continual process of updating, servicing, inspecting, repairing, and certifying these critical pieces of tree care equipment.

The success of the Safety and Health Program depends on the sincere, constant, and cooperative effort of the management and the employees. Their active participation and support of the program and implementation of its procedures will make it a success.

Annual Review

The following objectives and goals have been established to gauge the success of our program, as a minimum guideline, and will be reviewed annually by the safety coordinator to evaluate the plan's performance.

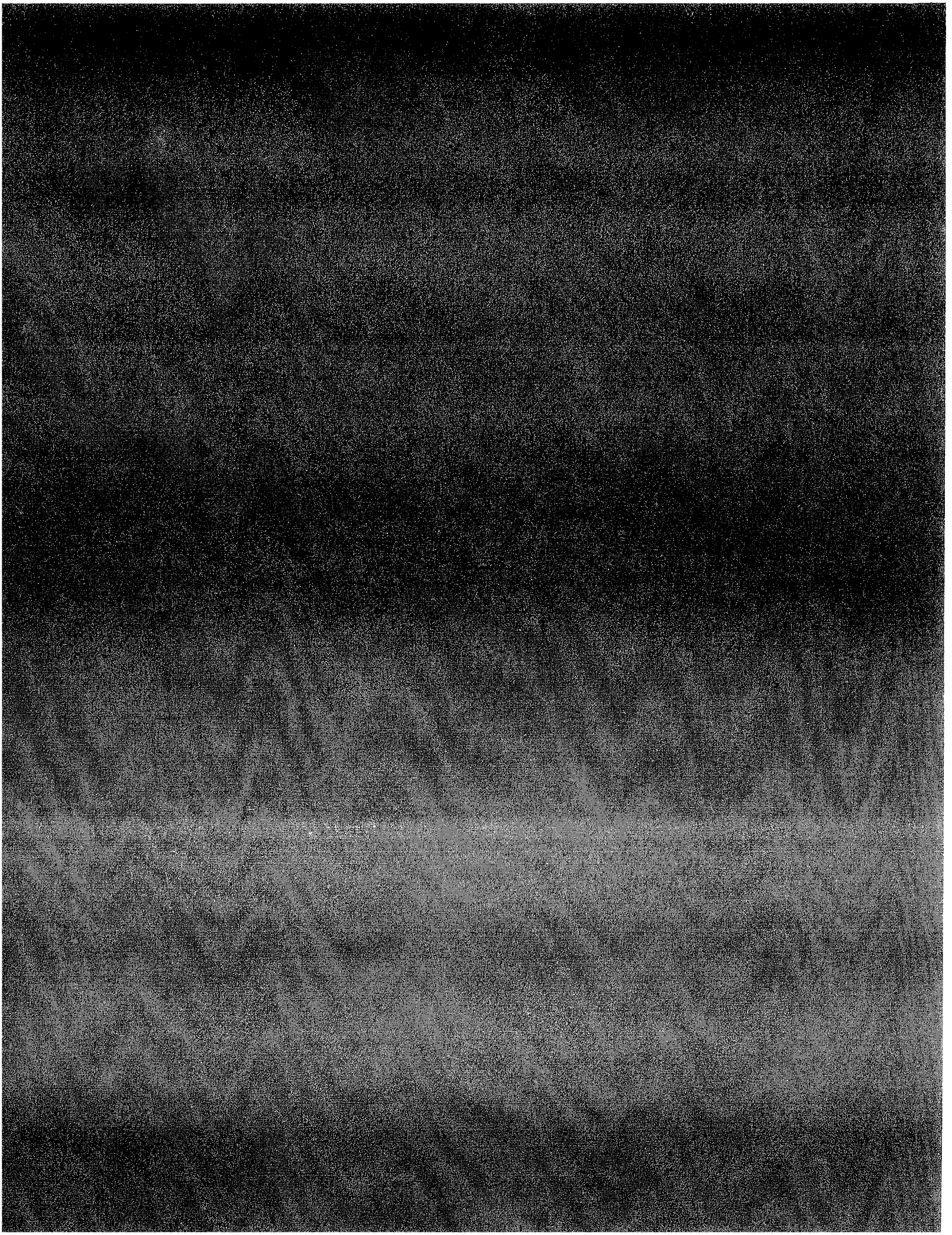
Objectives

To provide a safety and health program consistent with good operating practices and maintain compliance with applicable safety and health regulations, and in particular, CAL OSHA Section 3203 "Accident Prevention Plan" and the requirements of SB198. To create an attitude of safety consciousness in management, supervision, and employees. TruGreen LandCare will establish a spirit of cooperation and teamwork throughout all operations regarding all health and safety matters.

Safety/Health Policies and Procedures

The manual has been developed for the protection of all employees and to keep TruGreen LandCare free of accidents and injuries. It can only serve the company if it is used. Each foreman is required to read it thoroughly. All employees are required, as a condition of employment, to develop and exercise safe work habits in the course of their work to prevent injuries to themselves and others. The items listed below are part of the employee responsibilities, as outlined by CAL OSHA. However, they are only a portion of the program.

-Promptly report to their supervisor all accidents, near misses and injuries occurring within the course of their employment.
-Cooperate with and assist in investigation of accidents to identify causes and to prevent reoccurrence.
-Promptly report to their supervisor all unsafe actions, practices, or conditions they observe.
-Become familiar with and observe approved safe work procedures during the course of their work activities.
-Keep work areas clean and orderly at all times.
-Avoid engaging in any horseplay and avoid distracting others.
-Obey all safety rules and follow published work instructions.
-Wear protective equipment when working in hazardous areas or jobs, and / or as required by supervision.
-Inspect all equipment prior to use and report any unsafe conditions to your supervisor immediately.
-Submit any suggestions for accident prevention, without fear of reprisal, which may assist in improved working conditions or work practices to your immediate supervisor.



Quality Assurance Program

TruGreen LandCare will conduct daily, weekly or monthly inspections (as per contract specifications) of all the sites to insure that contract specifications are followed. On a daily, weekly or monthly basis (as described in contract specifications) the Area Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Area Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly or monthly basis (as described in contract specifications) the Area Manager will visit all the sites and do a thorough punch list of all locations noting conditions and required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Area Manager and the Branch Manager will conduct inspections monthly or bi-monthly (per contract size) with the Department of Public Works Representative. This will insure that contract guidelines are being followed and that quality horticultural practices are being performed. Copies of our inspections will be submitted to the Department of Public Works for review via fax or e-mail and filed at our office.

A **Landscape Quality Audit** (LQA) System can also be utilized if desirable to the Department of Public Works. The LQA System is TruGreen's first nationwide release of a program that will standardize the audit process. Implementing the LQA system will allow us to perform Landscape Quality Audits with efficiency and integrity while providing our customers and management a tool to monitor our performance. The LQA system will set the standards for the Landscaping Industry. The Landscape Quality Audit process has proven to be a very effective tool to:

- Monitor and improve performance.
- Gain additional business from customers.
- Improve proactive communication with customers.
- Create greater customer loyalty.
- Even out the peaks and valleys in our service.

Customer satisfaction will be confirmed by the client's signature on the audit forms, thus reducing the need for rework at job site. Additionally, a copy of the audit form shall be provided to the customer. The Landscape Quality Audit (LQA) system was created with six key elements in mind:

- To communicate with customers on a regular basis, monthly, bimonthly, quarterly, or yearly, based on customer preferences and the size of the account.
- To provide proactive suggestions for improvement through corrective actions and enhancements proposals.
- To continuously measure the performance of our team on the job site.

- To provide a tool for the Branch Manager to use to assess the status of all maintenance accounts throughout the year.
- To better gauge the probability of retention of business year to year.
- To provide a tool to measure customer satisfaction on a regular basis.

An **Initial Landscape Audit** (ILA) is the first evaluation of a job site. The ILA is used to show problem areas to the client before TruGreen begins work. The ILA acts as a baseline assessment for the Landscape Quality Audits (LQAs) that follow. Comparing the LQA to the ILA is an easy way to show improvements of the client's job site.

As far as review and reporting of any and all documentation (i.e. certified payroll, time sheets, pesticide application records, etc., etc.), this will all be made available to the Department of Public Works upon request.

LANDSCAPE QUALITY AUDIT

TruGREEN LandCare

Property Name	
Street Address	
City, State	
Branch Name + Number	
Job #	
Customer #	
TruGreen Representative	
Date of Report	

CATEGORY RATING CRITERIA	
5	Exceptional
4	Exceeds Requirements
3	Meets Requirements
2	Needs Improvement
1	Does Not Meet Requirements

Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.

	1	2	3	4	5	N/A	Submit Proposal	Planned Action
1.0 LAWN								
1.1 Mowing Lines /Turf Cut								
1.2 Edging								
1.3 Lawn Fertility								
1.4 Weed Control								
1.5 Insect and Disease								
1.6 Irrigation								
LAWN TOTAL								

2.0 SHRUB BEDS								
2.1 Pruning								
2.2 Plant Fertility								
2.3 Weed Control								
2.4 Mulch								
2.5 Insect and Disease								
2.6 Irrigation								
SHRUB BED TOTAL								

3.0 SEASONAL COLOR								
3.1 Overall Appearance								
3.2 Pruning								
3.3 Plant Fertility								
3.4 Weed Control								
3.5 Insect and Disease								
3.6 Irrigation								
SEASONAL COLOR TOTAL								

4.0 GENERAL SERVICE								
4.1 Parking Lots/Sidewalks								
4.2 Debris Pick Up/ Blowing								
4.3 Proactive Suggestions								
4.4 Response Time								
4.5 Consistency of Service								
4.6 Communication w/ TruGreen								
GENERAL SERVICE TOTAL								

REPORT SUMMARY	Category Score	Div by	Number of Categories	Avg Quality	Check Appropriate LQA Rating	
1.0 LAWN		÷				Exceptional (5.0)
2.0 SHRUB		÷				Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR		÷				Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE		÷				Needs Improvement (2.0-2.9)
TOTAL SCORE		÷				Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____

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Initial Landscape Assessment

TRUGREEN LandCare℠

Property Name:	
Location:	
Date:	
Prepared By:	

A / N

Mowing Lines/Turf Cut

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Edging

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Lawn Fertility

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: Shrubs

Initial Landscape Assessment

TruGREEN LandCare℠

Property Name:	
Location:	
Date:	
Prepared By:	

SHRUB BEDS

Pruning

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Plant Fertility

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Mulch

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: Seasonal Color

Initial Landscape Assessment

TRUGREEN LandCare™

Property Name:		Date:	
Location:		Prepared By:	

SEASONAL C

Overall Appearance ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Pruning ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Plant Fertility ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Weed Control ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Insect & Disease ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Irrigation ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: General Services

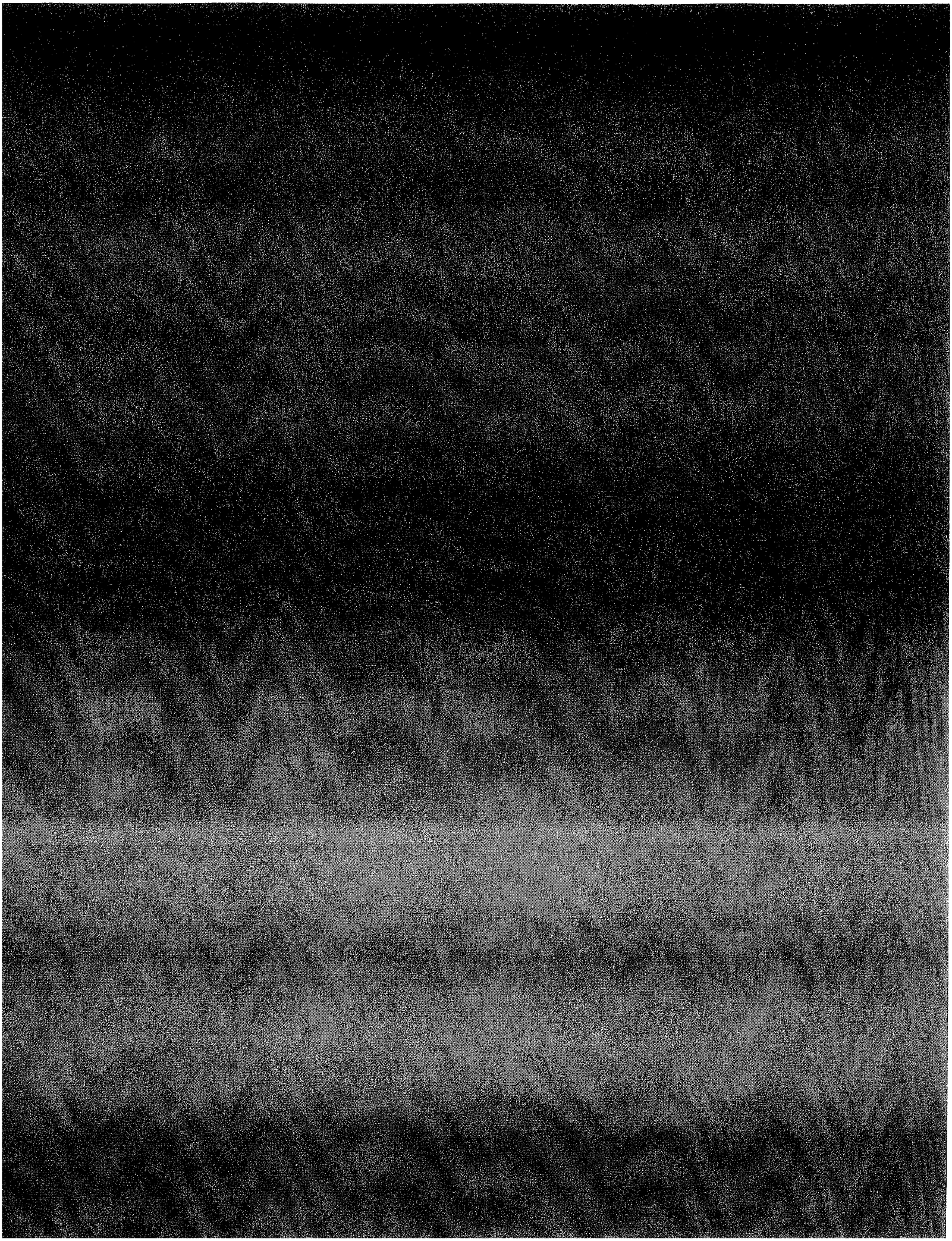
Initial Landscape Assessment

TRUGREEN LandCare™

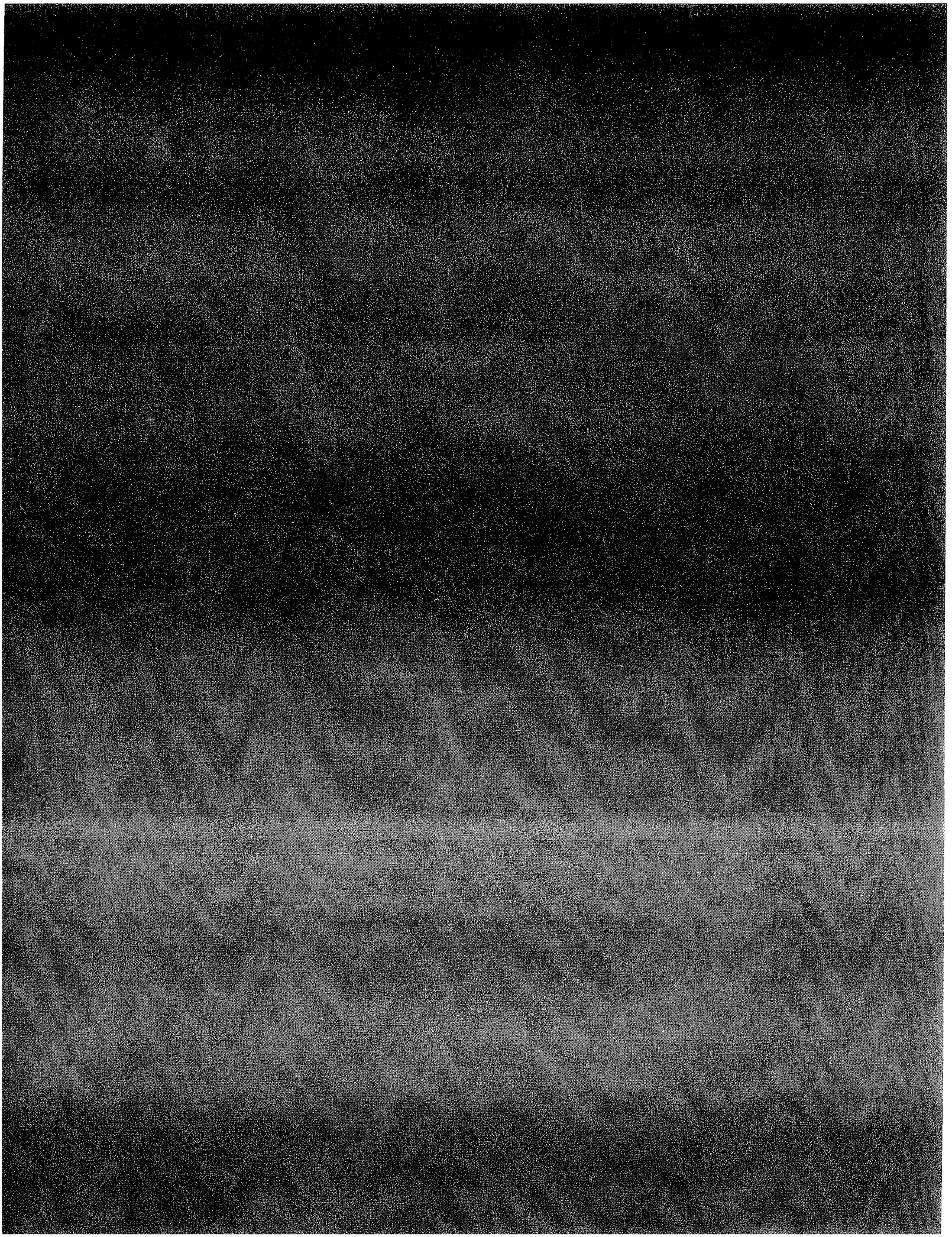
Property Name:		Date:	
Location:		Prepared By:	

Parking Lots/Sidewalks ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☑ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Debris Pick-Up & Blowing ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Proactive Suggestions ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements		
Response Time ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements		
Consistency of Service ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements		
Communication w/ Vendor ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements		

Congratulations you have completed the ILA!!! Now check your work: Turf



Subcontractors will be used
ONLY
if required by the County

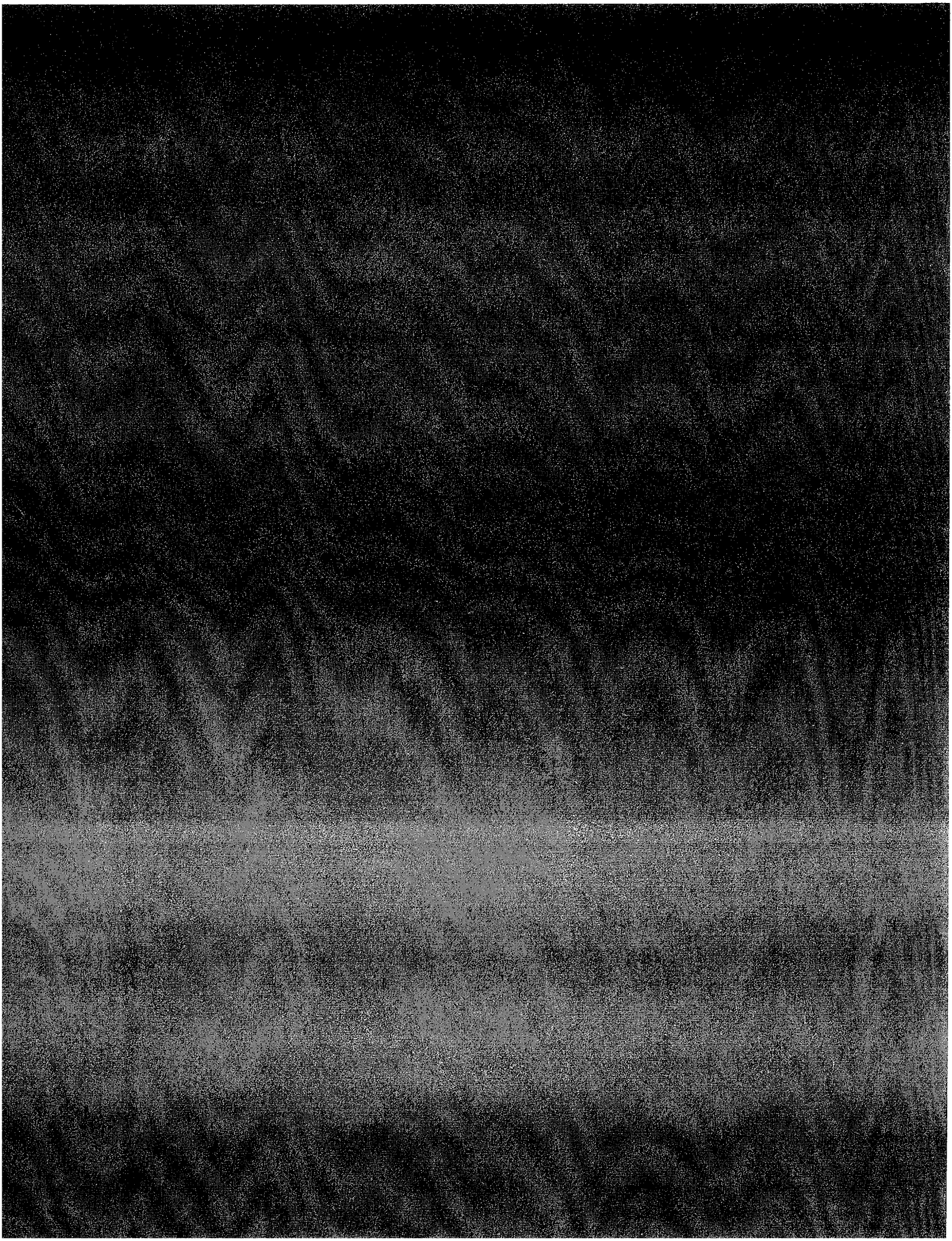


Financial Statements

Financial Statements on file at:

The Department of Public Works

Administrative Services Division



Licenses

LICENSE NO.
03800 00004

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038

PEST CONTROL BUSINESS LICENSE
BRANCH LOCATION

THIS LICENSE EXPIRES
December 31, 2007

TRUGREEN LANDCARE
1323 W 130TH ST
GARDENA CA 90247

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.

Bob Mackie Pest Control Advisor #AA-02579, Arborist # WC-3330
Region Technical Manager
TruGreen ChemLawn, California Region

Arbor Staff Qualifications

Name	Position	Years	Certification
Jose Manuel Perez	Operations Manager	22	WE – 0818A** WC – 352*
Wallace Burch	Region Safety Coordinator	22	WE – 0713A**
Sal Corona	Project Supervisor	30	WC – 890*
Scott Rodgers	Project Supervisor	12	WE – 3140A**
Jesus Cano	Field Supervisor	25	WC – 334*
Romuldo Gaeta	Field Supervisor	22	WC – 368*
Donato Leon	Field Supervisor	16	WC – 351*
Luis Garcia	Field Supervisor	12	WC – 445*
Julian Jimenez	Field Supervisor	12	WC – 446*
Gonzalo Regalado	Field Supervisor	11	WC – 495*
Ricardo Macias	Field Supervisor	6	WE – 4390A**
Steve Ponce	Field Supervisor	4	WE – 6461A**
Ramon Arvisu	Tree Worker	16	WC – 366*
Juan Pena	Tree Worker	16	WC – 371*
Francisco Pichardo	Tree Worker	16	WC – 453*
Raul A Pichardo	Tree Worker	16	WC – 372*
Rodolfo Toro	Tree Worker	16	WC – 591*
Francisco Urena	Tree Worker	16	WC – 375*
Renaldo Hernandez	Tree Worker	12	WC – 370*
Angel Perez	Tree Worker	11	WC – 717*

*Three digit certification numbers, like WC-329, are Certified ISA Tree Workers
** Five digit certification numbers, like WE-0713A, are Certified ISA Arborists

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 01/19/2005 VALID THROUGH 12/31/2006

QL 38752 BC

OSCAR E GARCIA
250 W 67TH WY
LONG BEACH CA 90805

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 02/01/2006 VALID THROUGH 12/31/2007

QL 33033 BCF

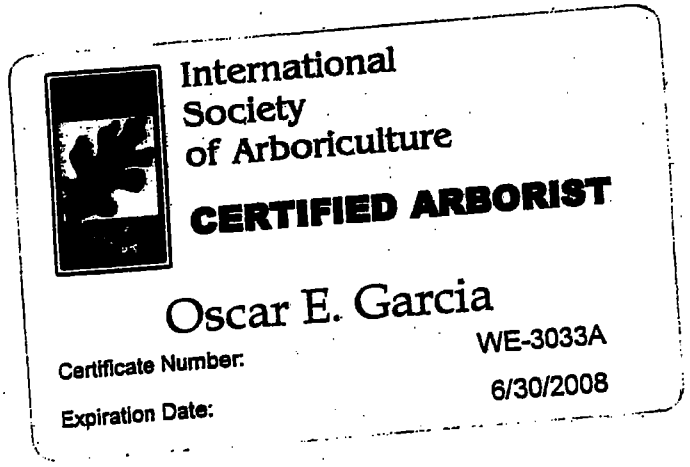
MICHAEL J SKOPIK
231 CALIFORNIA ST
LA HABRA CA 90631

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 2 of the Food and Agricultural Code in the categories indicated on the face of this card. This license does not authorize any person to engage for hire in the business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the business of Pest Control for hire. This card must be shown to any representative of the Director or Commissioner upon request

License Categories

A. Residential, Industrial, and Institutional
B. Landscape Maintenance
C. Right of Way
D. Plant Agriculture
E. Forest
F. Aquatic
G. Regulatory
H. Seed Treatment
I. Animal Agriculture
J. Demonstration and Research
K. Health Related
L. Wood Preservation
M. Antifouling-Tributyltin
N. Sewer Line Root Control
Q. Maintenance Gardener



International
Society
of Arboriculture

CERTIFIED ARBORIST

Oscar E. Garcia

Certificate Number: WE-3033A

Expiration Date: 6/30/2008

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number 774548

Entity PART

Business Name TRUGREEN LANDCARE A GENERAL PARTNERSHIP

Classifications B C61/D49 C27

Expiration Date 02/28/2006

License Detail CALIFORNIA CONTRACTORS STATE LICENSE BOA
Contractor License # 774548

DISCLAIMER

A license status check provides information taken from the CSLB license data base. Before relying on this information, you should be aware of the following limitations:

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license data base.

Extract Date: **02/10/2006**

* * * Business Information * * *

TRUGREEN LANDCARE A GENERAL PARTNERSHIP
860 RIDGE LAKE BLVD
MEMPHIS, TN 38120
Business Phone Number: (901) 681-1800

Entity: **Partnership**
Issue Date: **02/03/2000** Expire Date: **02/29/2008**

* * * License Status * * *

This license is current and active. **All information below should be reviewed.**

* * * Classifications * * *

Class	Description
D49	TREE SERVICE
C27	LANDSCAPING

* * * Bonding Information * * *

CONTRACTOR'S BOND: This license filed Contractor's Bond number **285014359** in the amount **$10,000** with the bonding company
LIBERTY MUTUAL INSURANCE COMPANY.
Effective Date: **01/01/2004**

Contractor's Bonding History

BOND OF QUALIFYING INDIVIDUAL(1): This license filed Bond of Qualifying Individual numbe **10326590300262** for MARK JOSEPH WESEL in the amount of **$7,500** with the bonding compan **ACE PROPERTY AND CASUALTY INSURANCE COMPANY.**
Effective Date: **07/18/2001**

BOND OF QUALIFYING INDIVIDUAL(2): This license filed Bond of Qualifying Individual numbe **10326590300095** for WALLACE EUGENE BURCH in the amount of **$7,500** with the bonding company
ACE PROPERTY AND CASUALTY INSURANCE COMPANY.
Effective Date: **07/11/2000**

* * * Workers Compensation Information * * *

This license has workers compensation insurance with the
ZURICH AMERICAN INSURANCE COMPANY (4581-5)
Policy Number: **WC293852503** Effective Date: **01/01/2006** Expire Date: **01/01/2007**

Workers Compensation History

* * * Miscellaneous Information * * *

Date	Description
06/13/2004	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List Other Licenses

License Number Request Contractor Name Request Personnel Name Request

Salesperson Request Salesperson Name Request

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Proof of Valid Insurance

MEMORANDUM OF INSURANCE

12/05/05

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

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

COMPANIES AFFORDING COVERAGE

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

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY/)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 2938528-03	01/01/2006	01/01/2009	GENERAL AGGREGATE	$5,000,000
					PRODUCTS -COMP/OP AGG	Included in Above
					PERSONAL & ADV INJURY	$3,000,000
					EACH OCCURRENCE	$3,000,000
					FIRE DAMAGE (any one fire)	$1,000,000
					MED EXP (any one person)	$5,000
A	AUTOMOBILE LIABILITY ANY AUTO	BAP2938531-03 (AOS)	01/01/2006	01/01/2009	COMBINED SINGLE LIMIT	$5,000,000
					BODILY INJURY (per person)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
B	EXCESS LIABILITY UMBRELLA FORM	BE4484642	04/01/2005	04/01/2006	EACH OCCURRENCE	$5,000,000
					AGGREGATE	$5,000,000
A A	WORKERS COMP & EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: INCLUDED	WC 2938525-03 (AOS) WC2938527-03 (WI)	01/01/2006	01/01/2009	X WC Statutory limits	
					EL EACH ACCIDENT	$1,000,000
					EL DISEASE- POLICY LIMIT	$1,000,000
					EL DISEASE – EA EMPLOYEE	$1,000,000
	PROPERTY					

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

Additional Information

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

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

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

xistence of more than one insured or additional insured or other interests shall not serve to increase the limits of liability of the policy.
Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

If the enclosed Memorandum of Insurance does not meet the required minimum limits, TruGreen LandCare acknowledges that the required insurance coverage will be provided prior to commencing work under the proposed contract (s).

Labor Regulations
and
Record Keeping Requirements

TRUGREEN LandCare

a.

I. Employees are responsible for reporting directly to the established satellite office closest to the contracted client location (centralized). The employees' shift starts at their scheduled start time; typically 6:30 am, depending on contract requirements. Employees are paid from the time they are scheduled to begin working (or sooner if they perform work of any kind even prior to their scheduled shift) beginning at the centralized satellite location.

II. Employees are required to keep on the time-sheets that must be completed showing the start time they begin working, the property on which the hours were worked, and lunch breaks. These are reviewed daily by the Area Manager and immediate Crew Supervisor. Employees are required to sign time-sheets daily

III. Time sheets are kept on each employee and tracked daily by each employee showing work start times, end times, lunches, and the properties on which they worked for those hours. These daily time-sheets are reviewed by the immediate Crew Supervisor and Area Manager and are signed by the Area Manager daily. Employees create these time sheets but they are also reviewed by the Crew Leader and Supervisor. The Crew Leader reviews for accuracy for the jobs associate with the hours. The Area Manager reviews to ensure lunch breaks are being taken and reflected appropriately. The hours documented by the employee and signed for by the employee are transferred into a payroll time and attendance system that calculates payroll and is used to generate pay. A payroll report is created weekly to explain the check to the employee, the hours worked daily, and what was overtime versus regular hours.

IV. There is also a Human Resources Audit process that occurs at all business units with the Organization that occurs approximately twice a year by the Region Human Resources Manager. This audit encompasses a review of a valid sampling of payroll and the respective time-sheets. A comparison is made between hours documented by employees, hours paid, calculation of overtime, both daily, and weekly and ensures we are providing weekly reports to employees to explain their pay check weekly. This audit covers two pay-period during our highest volume of staffing. All errors are reported into a centralized database at our Corporate Headquarters for audit and review.

V. Employees lunch breaks are reflected on their time sheets and are signed by the employee confirming a lunch was taken. Breaks are taken and monitored by the Crew Supervisor and audited by the Area Manager.

b.

I. Employee payroll checks are generated by a centralized mainframe payroll system that received file feed from the branch's time and attendance system. The system takes the hours from the time and attendance system, and issues the employee a paycheck systematically. The time and attendance system has programming that takes the hours and calculates the overtime, daily and weekly as well as overtime for workweeks consisting of more a certain number of workdays in a week. Employees are paid all hours due that pay period on one check. The wages are broken up on the check into different earning buckets showing the employee the total dollar amount for overtime, regular hours, bonus, commission, vacation, holiday, etc.

II. Manual checks are never issued to streamline the payroll process, maintain compliance with overtime laws and IRS regulations, and ensure appropriate wage rates where living or prevailing wage apply.

III. Very seldom, if ever, will an employee work multiple jobs requiring multiple wages. However, in those instances, the system is designed to track, and pay appropriately as required by living or prevailing wage requirements. Checks are systematically generated from hours entered into the time and attendance system using hours the employee documented on his/her time card. Each hour worked is accounted for and associated with the contract on which the employee's time is spent. This job is attached to a wage for any contracts that must comply with any living wage or prevailing wage situation. The hours worked on that particular job is coded to that appropriate wage to ensure employees are paid for the appropriate wage for those hours. Employees document daily which jobs they spend time on and the times they were on those jobs. The system's logic is designed to appropriate assign the rate to that employee's hours based on the job the employee documents having worked on (imbedded in the system's design).

IV. Travel time during an employee's shift is paid at the rate that corresponds to the job on which the employee is working. Travel time consists of all travel from the point of meeting for work at the satellite location at the beginning of the day, travel from site to site

if that is required, and travel back to the satellite at the end of the day.

V. Employees are typically on one job without ever having to work on jobs causing the employee to have multiple wage rates. Overtime is calculated at 1.5 or 2 times the rate associated with the job on which the employee worked the overtime hours depending on the number of hours worked that day and that week and the corresponding overtime law requirements.

MCGREEN LANDCARE

6245 - Javier (MDR - 0250)

DATE: Wednesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
45723	Raul Hernandez							
56317	Jaime Mendoza							
56331	Jose Delgado							
261085	Alfredo Cabello							
294075	Antonio Chacon M							
#N/A	1-52" Mower							
#N/A	2-Blowers							
#N/A	2-Weed Eaters							
#N/A	1-Edger							
#N/A	1-Hedge Trimmer							

SAMPLE

Job Name Nombre de Trabajo	Job Number # Trabajo	Work Order Number	Start Time	Stop Time	Hours to be charged to this activity: BM	Irr	Color	Enh	Snow	Arbor	Other	Total Hours
Marina Del Rey	0250											
Marina Del Rey	7251											

Area Manager Signature: X

Total Hours to be Keyed

Shop 813 Admin 819 Funeral 808 Non productive 805 Jury Duty 810 Vacation 807 Holiday 811 Unexcused 910

5507001

TruGreen-LandCare
Certified Payroll Report
Period Ending 01/28/06 Check Date 02/03/06

JOB: 62450250
Los Angeles Co-Marina Del Rey
13837 Fiji Way
Marina Del Rey , CA 90292

RAUL HERNANDEZ 00045723
1524 W DEL AMO BLVD
TORRANCE , CA 90501
SSN: 677109011
Check No : 1370995

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	8.00	8.00		40.00	11.100	444.00	444.00	3.63	27.53			10.00	41.16	402.84

JAIME MENDOZA 00056317
6500 TEMPLETON STREET
HUNTINGTON PARK , CA 90255
SSN: 608144806
Check No : 1371013

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	8.00	8.00		40.00	9.8[illegible]	393.20	393.20		24.38			8.85	33.23	359.97

JOSE DELGADO 00056331
11711 1/2 ALLIN ST
APT #475
CULVER CITY , CA 90230
SSN: 612060760
Check No : 1370967

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat [illegible]/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
4.00							[illegible]00	9.460	37.[illegible]	302.72	2.20	18.77			6.82	27.79	274.93

ALFREDO CABELLO 00261085
125 E BARCLAY ST
LONG BEACH , CA 90805
SSN: 565496946
Check No : 1370951

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/[illegible]	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	[illegible].00	8.00	[illegible]00	[illegible]		40.[illegible]	10.330	413.20	413.20	28.23	25.62	7.05		9.29	70.19	343.01

ANTONIO CHACON MIRANDA 00294075
323 W 3RD STREET
APT #16
SAN PEDRO , CA 90731
SSN: 606290039
Check No : 1370958

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/[illegible]	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	[illegible].00		[illegible].00	4.00	36.00	9.460	340.56	378.40		23.46			8.50	31.96	346.44

********** TOTALS **********

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/[illegible]	Fri 01/27	Sat 01/28	TOTAL HOURS	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
4.00	32.00	32.00	32.00	24.[illegible]0	32.00	4.00	160.00	1,628.80	1,931.52	34.06	119.76	7.05	.00	43.46	204.33	1,727.19

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

45723 HERNANDEZ, RAUL
1524 W DEL AMO BLVD
TORRANCE CA 90501

SSN 9011

Check # 01370995

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	11.10	444.00
	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		444.00

FED W/H	FICA	STATE	LOCAL	OTHER DED		
3.63	33.97	.00	.00	3.56	TOTAL DED.	41.16
					NET PAY	402.84

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

56317 MENDOZA, JAIME
6500 TEMPLETON STREET
HUNTINGTON PARK CA 90255

SSN 4806

Check # 01371013

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	.00	8.00		40.00	9.83	393.20
	.00	8.00	8.00	8.00	8.00	.00	.00	40.00		393.20

FED W/H	FICA	STATE	LOCAL	OTHER DED	
.00	30.08	.0	.00	15	TOTAL DED. 33.23

NET PAY 359.97

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summar

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

56331 DELGADO, JOSE
11711 1/2 ALLIN ST
CULVER CITY CA 90230

SSN 0760

Check # 01370967

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR	8.00	8.00			8.00	8.00		32.00	9.46	302.72
	8.00	8.00	.00	.00	8.00	8.00	.00	32.00		302.72

FED W/H	FICA	STATE	LOCAL	OTHER DED	
2.20	23.16	.00	.00	2.43	TOTAL DED. 27.79

NET PAY 274.93

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

261085 CABELLO, ALFREDO
125 E BARCLAY ST
LONG BEACH CA 90805

SSN 6946

Check # 01370951

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	10.33	413.20
	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		413.20

FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED.	NET PAY
28.23	31.61	7.05	.00	3.30	70.19	343.01

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

294075 CHACON MIRANDA, ANTONIO
323 W 3RD STREET
SAN PEDRO CA 90731

SSN 0039

Check # 01370958

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00		8.00	8.00	40.00	9.46	378.40
	.00	8.00	8.00	8.00	.0	.00	8.00	40.00		378.40

FED W/H	FICA	STATE	LOCAL	OTHER DED		
.00	28.9	.00	.0	3.02	TOTAL DED.	31.96
					NET PAY	346.44

SAMPLE

ServiceMASTER

2006 SERVICEMASTER'S GUIDE TO UNDERSTANDING YOUR PAYCHECK STUB

Period Ending:

Check No. _____

Employee Name: _____ **Employee ID** _____

AMOUNT OF CHECK	349.21

A	B	
Gross Wages	**Taxable Earnings**	**Net Pay**
393.00	345.96	349.21

Description		Hours	Gross Wages	Year To Date	Description		Taxes/Ded	Year-To Date
Regular	C	40 00	320 00	320 00	Federal Income Tax	O	17 00	17 00
Overtime	D	2 00	15 00	15 00	Federal FICA Withheld	P	24 92	24 92
Addtl Pay	E				Federal Medicate Withheld	Q	5 83	5 83
Add/Rtr	F		50 00	50 00	(xx) Department of Revenue	R		
Commission	G				DI/SUI Tax Witheld	S		
Vacation	H				GLTC	T		
Holiday	I	8 00	8 00	8 00	ESPP	U	5 00	5 00
Sick	J				*Medical	V	34 62	34 62
Snow Removal	K				*Dental	W	12 42	12 42
ESPP Match	L				*Vision	X		
Xcess Life	M				Vol AD&D	Y		
Dep Life Imp	M				*LTD	Z		
Vehicle Use	N				*401 k	AA		
					*FSA - Medical	BB		
					*FSA - Dep Care	CC		
					Dep Life	DD		
					Supp Life	EE		

* A deduction with an asterick (*) is a PRE TAX deduction.

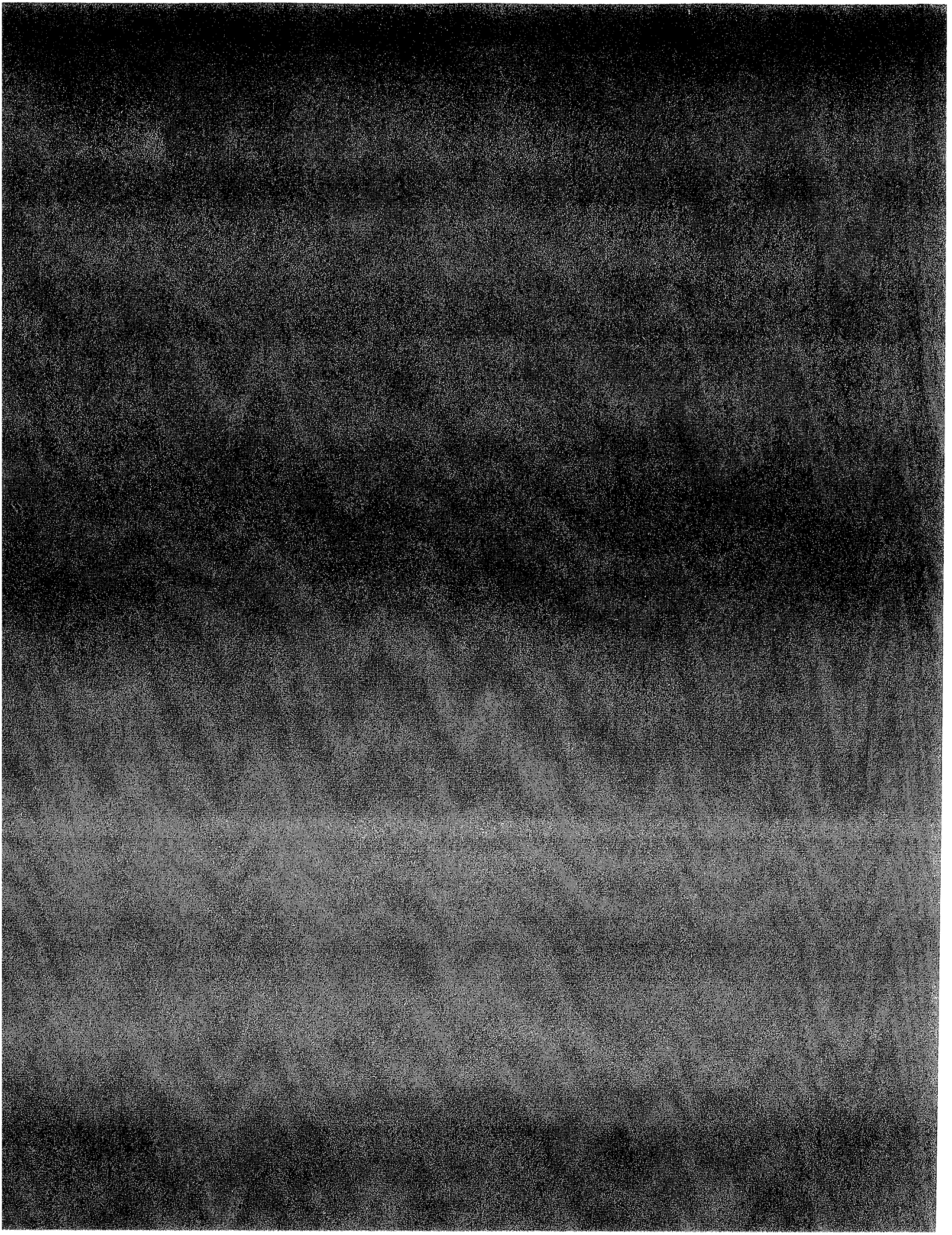
Note: It is the employee's responsibility to verify their hours are correct and accurate. Please notify your supervisor immediately if there are any corrections needed to your hours worked.

A.) Gross Wages- Amount earned before any deductions are made.
B.) Earnings- Amount of taxable earnings after any salary conversion or pre-tax deductions.
C.) Regular-Represents hours & wages worked & earned during a pay period.
D.) Overtime-Represents hours & wages worked & earned in overtime.
E.) Addtl Pay- Any additional pay from ServiceMaster
F.) Add/Retr- Any retroactive pay due.
G.) Commission-Any commission due.
H.) Vacation-Any vacation pay due
I.) Holiday- Any holiday pay due.
J.) Sick-Any sickpay due.
K.) Snow Removal-Any snow pay due.
L.) ESPP Match- The ESPP company matching 15% contribution is added to gross wages, taxed & removed before net pay is reached.
M.) Xcess Life or Dep Life Imput - Amounts of Life Insurance in excess of $50,000 may be taxable depending on age, annual salary and/or volume according to IRS regulations. Any taxable cost is added to gross wages, taxed & removed before net pay.
N.) Vehicle Use- Taxable value of the personal use of company vehicle.
O.) Federal Income Tax- The amount of Federal Tax due based on the W-4 on file.
P.) Federal FICA Withheld- Deduction for Social Security taxes.
Q.) Federal Medicare Withheld- Deduction for Medicare Insurance.
R.) Department of Revenue- The amount of State tax withheld for those that have a State Tax.
S.) DI/SUI- States that require you to contribute to a state disability fund or state unemployment insurance.
T.) GLTC-Deduction for Group Term Long Term Care Insurance.
U.) ESPP- If you elect to participate in the Employee Stock Purchase Plan-the POST TAX deduction appears here.
V.) Medical- PRE-TAX deduction for Medical Insurance.
a.) Med HMO
b.) Med PPO (base) c.) Med Basic Sv
d.) Med PPO BU (buy up) e) Med HMSA
W.) Dental- The PRE-TAX deduction for Dental Insurance.
a.) Den PPO (base) b.) Den DHMO
c.) Den PPO BU (buy up)
X.) Vision-The PRE-TAX deduction for Vision Insurance.
Y.) AD&D-POST-TAX deduction for Accidental Death & Dismemberment Insurance.
Z.) LTD- POST-TAX deduction for Long Term Disability Insurance.
AA.) 401 k- PRE-TAX 401 k deduction
BB.) FSA - Medical PRE-TAX deduction for the Health Care Reimbursement Account.
CC.) FSA - Dep Care PRE-TAX deduction for the Depend Care Reimbursement Account.
DD.) Dep Life Insurance- POST TAX deduction for Dep Life Insurance coverage.
EE.) Supp Life Insurance- POST TAX deduction for Employee Supp Life Insurance coverage.

Retroactive or refund premiums processed as an adjustment are recorded separately on the employee's paycheck. Examples include a qualified status change or enrollments received after the coverage effective date

If an employee missed health and welfare benefit deductions, they are collected as arrears and included on the paycheck with the regularly scheduled benefit deduction.

Revised 1/05



Additional Information

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Green Tech Name of Parent Company (if applicable):	Attendee's Name: Ruth Fernandez / Gus Marquez Title: Owner	Mailing Address: 13128 Telegraph Rd Ste G-1 City: SFS State: CA Zip: 90670 Telephone Number: (562) 420 1962 FAX: (562) 777 1962 e-mail Address: greentechonline@verizon.net
Company Name: FAR EAST Landscape Name of Parent Company (if applicable):	Attendee's Name: Tony Moon Title: OWNER	Mailing Address: P O Box 951357 City: Mission Hills State: Ca Zip: 91395 Telephone Number: (661) 297-0676 FAX: (661) 297-6291 e-mail Address: FAR EAST moon 1 @ Yahoo, Com
Company Name: Premier Name of Parent Company (if applicable):	Attendee's Name: Josh Song Title: G.M.	Mailing Address: 4695 Wilshire Blvd. #259 City: L.A. State: CA Zip: 90010 Telephone Number: (213) 386-2552 FAX: (213) 386-2546 e-mail Address: pbms@pacbell.net.
Company Name: MIDORI GARDENS Name of Parent Company (if applicable):	Attendee's Name: AL GAMATERO Title: Controller	Mailing Address: 3231 S. Main St. City: Santa Ana State: Zip: 92707 Telephone Number: ( ) 714 . 751-8792 FAX: ( ) e-mail Address: Midoriscape@sbcglobal.net

PROPOSERS CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: FRANK MATTISON LANDSCAPE Name of Parent Company (if applicable): N/A	Attendee's Name: FRANK MATTISON Title: OWNER	Mailing Address: 43759 15TH. W. #217 City: LAN State: CA Zip: 93534 Telephone Number: (661) 940-6069 FAX: ( ) 9422731 e-mail Address: FRANKMATTISONLANDSCAPE@HOTMAIL
Company Name: SUAREZ'S Inc. Name of Parent Company (if applicable): ~~ELIJAH Suarez~~	Attendee's Name: ELIJAH SUAREZ III Title:	Mailing Address: 1663 E. DELAMO City: CARSON State: CA Zip: 90746 Telephone Number: (323) 979-7223 FAX: ( ) e-mail Address:
Company Name: Angels Landscape ~~Renteria~~ Name of Parent Company (if applicable): Renteria	Attendee's Name: Robert Renteria Title: Owner	Mailing Address: 15903 Lakewood Blvd. Suite 103 City: Bellflower, ~~CA 90706~~ State: CA Zip: 90706 Telephone Number: (562) 477-4313 FAX: (562) 792-0105 e-mail Address: robert@angelslandscape.com
Company Name: Azteca landscape Name of Parent Company (if applicable):	Attendee's Name: Nick Alvarado Title: Sales Manager	Mailing Address: 1027 E Acacia St City: Ontario CA State: CA Zip: 91761 Telephone Number: (909) 673-0889 FAX: (909) 673-9192 e-mail Address: Nick@Azteca landscape

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Tropical Creations, Inc Name of Parent Company (if applicable):	Attendee's Name: Mac Duran Title: VP	Mailing Address: 18555 Eddy St City: Northridge State: CA Zip: 91324 Telephone Number: (818) 885-5000 FAX: (818) 885-5554 e-mail Address: mduran@tropicalcreations.com
Company Name: Swayzer's Inc. Name of Parent Company (if applicable):	Attendee's Name: Ezekiel Swayzer Title:	Mailing Address: 1663 E. Del Amo City: Carson State: CA Zip: 90746 Telephone Number: (323) 979-7223 FAX: ( ) e-mail Address:
Company Name: OROZCO Landscape and TREE company Name of Parent Company (if applicable):	Attendee's Name: Robert Cisneros Title: Sales & operations	Mailing Address: 11194 Pipeline Ave City: Pomona State: CA Zip: 91766 Telephone Number: (909) 623-8287 FAX: (909) 464-0634 e-mail Address: Robert@orozcolandscape.com
Company Name: Systems Management Inc Name of Parent Company (if applicable):	Attendee's Name: Jason Wade Title: Business Admin.	Mailing Address: P.O. Box 92433 City: Pasadena State: CA. Zip: 91109 Telephone Number: (626) 791-1388 FAX: (626) 791-1494 e-mail Address: [redacted]sm1626@msn.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: TRUGREEN LANDCARE Name of Parent Company (if applicable): SERVICEMASTER	Attendee's Name: CHRIS DAUGHERTY Title: AREA MANAGER	Mailing Address: 1323 W. 130TH ST. City: Gardena, CA. State: CA Zip: 90247 Telephone Number: (310) 354-1520 FAX: ( ) e-mail Address:
Company Name: United Pacg. & Sec Name of Parent Company (if applicable):	Attendee's Name: JACK Mooring Title: General Manager	Mailing Address: 120 E LA HABRA Blvd. City: LA HABRA State: CA Zip: 90631 Telephone Number: (562) 691-4600 FAX: (562) 691-8839 e-mail Address:
Company Name: Toyo Landscape Name of Parent Company (if applicable):	Attendee's Name: Michael T. Okuda Title: Sec. Treas	Mailing Address: 764 N CYPRESS City: Orange State: CA Zip: 92867 Telephone Number: (714) 6335200 FAX: (714) 6335030 e-mail Address: MTOKUDA@AOL
Company Name: MERCHANTS LANDS. Name of Parent Company (if applicable):	Attendee's Name: PATRICK HEALY Title: L.A. BRANCH MANAGE	Mailing Address: 11220 1/2 PEORIA ST. City: SUN VALLEY State: CA Zip: 91352 Telephone Number: (800) 645-4881 FAX: (818) 504-2578 e-mail Address: Patrick@merchantslandscape.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Sun-Scapes Landscape Co. Name of Parent Company (if applicable):	Attendee's Name: Jennifer Barouti Title: Estimator	Mailing Address: 1529 W. 13th St. #D City: Upland State: CA. Zip: 91786 Telephone Number: (909) 982.0325 FAX: (909) 982.0396 e-mail Address: info@sun-scapes.net
Company Name: Environmental Maint Name of Parent Company (if applicable):	Attendee's Name: TRAMLIN WATKINS Title: For man	Mailing Address: 10950 S Central ave City: L.A. State: Calif Zip: 9059 Telephone Number: (323) 5635642 FAX: (323) 5635643 e-mail Address: Cell 3104330517
Company Name: Alma Gardening Name of Parent Company (if applicable):	Attendee's Name: Santiago Gonzalez Title:	Mailing Address: 2583 W Sierra Hwy City: Acton ~~Ca~~ State: Ca Zip: 93510 Telephone Number: (661) 269-2958 FAX: ( ) Same e-mail Address:
Company Name: Complete LANDSCAPE CARE Name of Parent Company (if applicable):	Attendee's Name: Stephen Cox Title: OPERATIONS MANAGER	Mailing Address: 10715 Bloomfield Ave City: Santa Fe Springs State: CA Zip: 90670 Telephone Number: 562 944-4441 FAX: (562) 941-9943 e-mail Address: Steve@CompleteLandscapeCareInc.Com

PROPOSERS CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: L Barrios & Associates Name of Parent Company (if applicable):	Attendee's Name: John Barrios Title: Project Manager	Mailing Address: 302 E. Foothill Blvd. City: San Dimas State: CA Zip: 91773 Telephone Number : (626) 524-9873 FAX: (909) 592-9809 e-mail Address: (909) 592-5893 jvbarrios@earthlink.net
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City : State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:

Forms List

VERIFICATION OF STATEMENT OF QUALIFICATIONS

FORM PW-1

DATE: 02-22 , 2006	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.	
2. NAME OF SERVICE: Landscape Maintenance	
DECLARANT INFORMATION	
3. NAME OF DECLARANT: David G. Evans	
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE VENDOR(S).	
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE VENDOR IS: Branch Manager	
VENDOR INFORMATION	
6. Vendor's full legal name:	TruGreen LandCare, A General Partnership
7. Vendor's fictitious business name or dba (if any):	N/A
8. The Vendor's form of business entity is (CHECK ONLY ONE):	
☐ Sole proprietor	
☐ A corporation:	Corporation's principal place of business:
	State of incorporation:
	President/CEO:
	Secretary:
☒ A general partnership:	Names of partners: TruGreen LandCare, L.L.C ~~TruGreen Companies, L.L.C~~
☐ A limited partnership:	Name of general partner:
☐ A joint venture of:	Names of joint venturers:
☐ A limited liability company:	Name of managing member:

9. e only persons or firms interested in this proposal as principals are the following: TruGreen LandCare

Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

0. This proposal is made without collusion with any other person, firm, or corporation. The Vendor has carefully examined the location of the proposed work, and familiar with all of the physical and climatic conditions, and makes this bid solely upon the Vendor's own knowledge. The Vendor has carefully examined the pecifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this roposal is accepted, the Vendor will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full ayment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and ie Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

1. CHECK ONE:

☒ (1) I am making these representations on my personal knowledge;

OR

☐ (2) I am making these representations based on information and belief that they are true.

declare under penalty of perjury under the laws of California that the foregoing is true and correct.

ignature of Vendor or Authorized Agent:	David G Evans
ype name and title:	David G. Evans Branch Manager

FORM PW-2

OMITTED FOR THIS RFSQ PROCESS

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Vendor is excepted from the Program.

Company Name: TruGreen LandCare, A General Partnership		
Company Address: 1323 West 130th Street		
City: Gardena	State: CA	Zip Code: 90247
Telephone Number: 310/354-1520		
(Type of Goods or Services): Landscape Maintenance		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: David G. Evans	Title: Branch Manager
Signature: David G Evans	Date: 02/22/06

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

FORM PW-4

PROPOSED CONTRACT FOR: Request For Statements of Qualifications for Landscape Maintenance
SERVICE BY VENDOR TruGreen LandCare, A General Partnership
PROPOSAL DATE: 02/22/06

This information must include all work undertaken in the State of California by the Vendor and any partnership, joint venture or corporation that any principal of the Vendor participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Vendor. The Vendor may attach any additional information or explanation of date which the Vendor would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts	50	210	190	197	35	682	35
2. Total dollar amount of Contracts (in thousands of dollars)	1,800	8,160	8,280	7,900	6,160	32,300	6,160
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	1	3	3	4	11	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	2	27	19	0	48	0
6. No. of lost workdays	0	4	150	15	4	173	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

TruGreen LandCare, A General Partnership
David G. Evans

Name of Vendor or Authorized Agent (print)

David G Evans
Signature

02/22/06
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, David G. Evans

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) Branch Manager

of TruGreen LandCare, A General Partnership

Name of Vendor

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed David G Evans Date 02/22/06

FORM PW-6

VENDOR'S REFERENCE LIST

PLEASE SEE ATTACHED

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Vendor during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Vendor's Reference List (Form PW-6)
3. Other Governmental Agencies and Private Companies

Fax:
Juan Price – 310/802-5310-310/802-5301
City of Manhattan Beach
Landscape Maintenance
1994 – Present

Fax:
Tito Molina – 310/458-8974-310/399-6984
City of Santa Monica
Landscape Maintenance
1989 – Present

Fax:
Larry Still – 310/544-5252-310/544-5295
City of RPV
Landscape Maintenance
2004 – Present

Fax:
Kevin Trudeau – 323/848-6339-323/848-6565
City of West Hollywood
Landscape Maintenance
1994 – Present

Fax:
David Torres – 323/563-5785-323/582-3106
City of South Gate
Landscape Maintenance
1999 – Present

Fax:
Louis McKenzie – 310/605-5691-310/639-4955
City of Compton
Landscape Maintenance
2003 – Present

Fax:
Art Romero – 562/220-2113-562/220-2105
City of Paramount
Landscape Maintenance
1999 – Present

Fax:
Pat Agnitch – 310/285-2537-310/385-0840
City of Beverly Hills
Landscape Maintenance
1998 – Present

Fax:
Andy Ramirez – 323/584-6214-323/584-6310
City of Huntington Park
Landscape Maintenance
2004 - Present

Fax:
Jan Bartolo – 818/238-5315-818/238-5321
City of Burbank
Landscape Maintenance
2004 - Present

Fax:
Mark Trujillo – 310/524-2716-310/414-0911
City of El Segundo
Landscape Maintenance
2004 – Present

Fax:
Michael Flaherty – 310/318-0259-310/798-2917
City of Hermosa
Landscape Maintenance
2004 - Present

Fax:
Steve Farmer – 310/973-3263-310/371-8877
City of Lawndale
Landscape Maintenance
2004 - Present

Fax:
Mary Keener – 310/615-2650 X217-310/322-4334
El Segundo Unified School District
Landscape Maintenance
2001 - Present

Fax:
Rudy Garcia – 213/851-2435-213/485-1540
City of Los Angeles
Bureau of Street Services
1998-Present

Vendor's Reference List (Form PW-6)
A. County of Los Angeles Agencies

Fax:
Wayne Shumaker – 310/577-5742-310/306-2594
L.A. County Beaches and Harbor
Marina Del Rey
Landscape Maintenance
1994-Present

Fax:
Bill Hottran – 626/926-2311-626/968-1372
L.A. County Belvedere Parks
Landscape Maintenance
2001-Present

Fax:
Vickie Valles – 626/458-7393-626/458-7395
L.A. County
Department of Public Works
Landscape Maintenance
2002-Present

FORM PW-7

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name	TruGreen LandCare, A General Partnership
Address	1323 West 130th Street Gardena, California 90247
Internal Revenue Service Employer Identification Number	36-4313318

In accordance with Los Angeles County Code Section 4.32.010, the Vendorcertifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Vendor has a written policy statement prohibiting any discrimination in all phases of employment.	☒	YES
		☐	NO
2.	The Vendor periodically conducts a self- analysis or utilization analysis of its work force.	☒	YES
		☐	NO
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	☒	YES
		☐	NO
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action to include establishment of goals and timetables.	☒	YES
		☐	NO

Vendor	TruGreen LandCare, A General Partnership
Authorized representative	David G. Evans
Signature	David G Evans
Date	02/22/06

FORM PW-8

LIST OF SUBCONTRACTORS

The Vendor is required to fill in the following blanks. N/A

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TruGreen LandCare, A General Partnership
My County (WebVen) Vendor Number: 52607901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☒ General Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 197					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American						
Hispanic/Latino			9	1	181	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			3			

III. PERCENTAGE OF OWNERSHIP IN FIRM: NO NATURAL PERSON OWNS 5% OR MORE Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
David G Lowe	Branch Manager	02/22/06

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature David G Evans	Title Branch Manager
Firm Name David G. Evans	Date 02/22/06

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name: TruGreen LandCare, A General Partnership	Date of Request: 02/22/06
Project Title: Request For Statements of Qualifications For Landscape Maintenance Services	Project No. AS-O

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

TruGreen LandCare, A General Partnership
Company Name

1323 West 130th Street Gardena, California 90247
Address

36-4313318
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	(X)

David G Evans
Signature

02/22/06
Date

avid G. Evans Branch Manager
Name and Title (please type or print)

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: TruGreen LandCare, A General Partnership		
Company Address: 1323 West 130th Street		
City: Gardena	State: CA	Zip Code: 90247
Telephone Number: 310/354-1520	Facsimile Number: 310/323-4780	Email Address: Dave_evans@landcare.com
Awarding Department: County of Los Angeles		Contract Term: N/A
Type of Service: Landscape Maintenance		
Contract Dollar Amount: N/A		Contract Number (if any): N/A

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: David G. Evans	TITLE: Branch Manager
SIGNATURE: David G Evans	DATE: 02/22/06

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: TruGreen LandCare, A General Partnership	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: David G Evans	DATE: 02/22/06
PLEASE PRINT NAME: David G. Evans	TITLE OR POSITION: Branch Manager

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Vendor's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

David D Evans
Owner's/Agent's Authorized Signature

David G. Evans Branch Manager
Print Name and Title

TruGreen LandCare, A General Partnership
Print Name of Firm

02/22/06
Date

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: TruGreen LandCare, A General Partnership	Print Name of Owner: N/A
Print Address of Firm: 1323 West 130th Street	Owner's/AGENT's Authorized Signature: David G Evans
City, State, Zip Code: Gardena, California 90247	Print Name and Title: David G. Evans

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION **Vendor Name:** TruGreen LandCare, A General Partnership **Contracting Department:** of Public Works **Department Contact Person:** Donald L. Wolfe **Phone:** 626/458-5100	**RANGE OF DEDUCTION____** (Deduction is taken from the maximum evaluation points available)	
	Vendor Fully Disclosed	Vendor *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that Vendor has a record of very serious violations.*	8 - 10% Consider investigating a finding of Vendor non-responsibility**	16 - 20% Consider investigating a finding of Vendor non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of Vendor non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that Vendor has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that Vendor does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Vendor's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Vendor
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of cations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

FORM LW-7

REQUESTED INFORMATION ON THE VENDOR'S MEDICAL PLAN COVERAGE

Vendor: TruGreen LandCare, A General Partnership

Name of Vendor's Health Plan: Cigna Date: 02/22/06

(Please use a separate form for each health plan offered by the Vendor to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Vendor's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Vendor's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Any Annual Deductible? Per Person Per Family	 Y N Y N	 $ $	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 Y N Y N	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

PLEASE SEE ATTACHED

LW-7 – VENDOR'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

☒ **Becomes eligible for health insurance coverage after 90 days of employment.**

☒ **Is defined as an employee who is employed more than 30 hours per week.**

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS N/A DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS N/A DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

ServiceMASTER.

Fuel for Life

Webcast for Leaders on 2006 Benefits Changes and Enrollment

Choose Well. Live Well.

Company Overview

ServiceMaster currently provides outsourcing services for residential and commercial customers through a network of over 5,500 company-owned and franchised service centers and business units operating under leading brands that include Terminix, TruGreen ChemLawn, TruGreen LandCare, ARS Service Express, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, American Home Shield, AmeriSpec, Merry Maids, and Furniture Medic.

As America's Service Brands for Home and Business, the core service capabilities of the company include lawn care and landscape maintenance; termite and pest control; plumbing, heating, and air conditioning services; cleaning and disaster restoration; furniture repair; and home warranty.

To learn more about ServiceMaster, visit us online at www.svm.com.

The Benefits of a Career with ServiceMaster

When you join ServiceMaster, you're joining an industry leader. That means you enjoy the advantages and opportunities of a career with a major organization, as well as a comprehensive total benefits package.

At ServiceMaster, we value the contribution our employees make to our success. We reward that contribution—in part, through a broad range of valuable benefits designed to serve employees as thoughtfully and effectively as they serve our customers. The company's philosophy is to provide a comprehensive benefits program that meets the needs of our diverse employee population.

The ServiceMaster benefits program:

- Provides financial protection for you and your family against catastrophic health care expenses;
- Gives you access to quality coverage at an affordable cost;
- Offers benefit options so you have the flexibility to choose the benefits that best meet your needs;
- Encourages healthy living; and
- Gives you opportunities to save for the future.

ServiceMaster offers a wide variety of options, from medical coverage to disability and life insurance—as well as a work/life balance program that can help you cope with the demands of your work and personal life.

Our savings and retirement benefits include the ServiceMaster Profit Sharing and Retirement Plan and the Employee Stock Purchase Plan, which give you a convenient way to save for a secure financial future.

Supporting Our Business Objectives

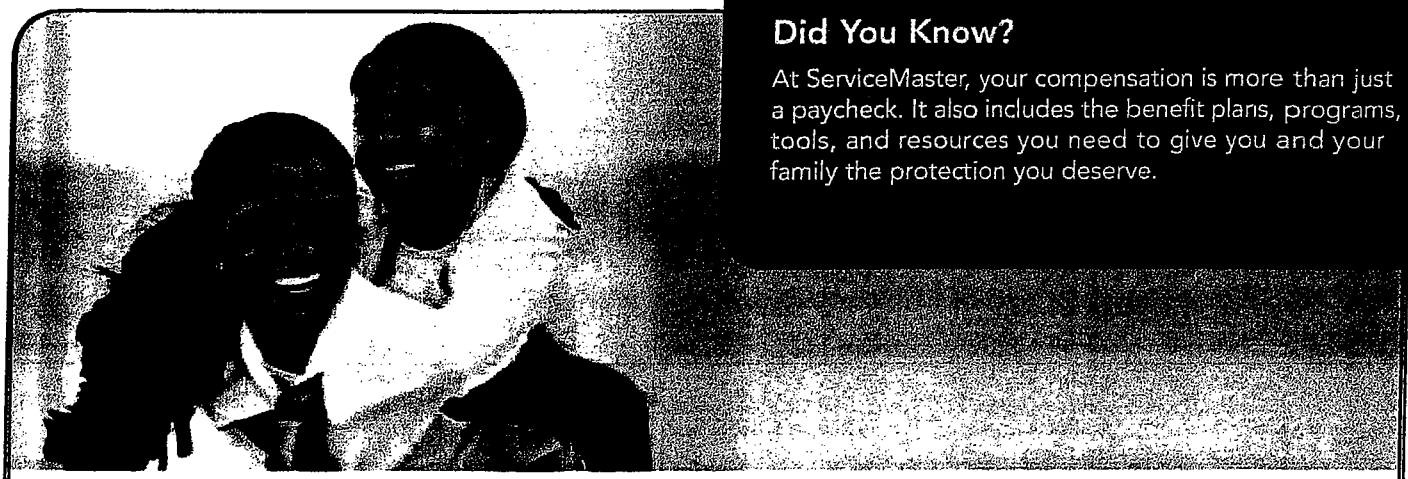
We have incorporated our four core objectives into our benefit plan designs:

Honor God in All We Do—We do the right thing by offering our employees a comprehensive benefits package.

Excel with Customers—We provide benefits that help employees manage their personal lives so they can focus on serving our customers.

Help People Develop—We create benefit plans that recognize different people have different needs, and those needs change over time.

Grow Profitably—We have the ability to enhance our benefits when we are profitable. We ask employees to help us manage these costs by using their benefits wisely.



Did You Know?

At ServiceMaster, your compensation is more than just a paycheck. It also includes the benefit plans, programs, tools, and resources you need to give you and your family the protection you deserve.

Health and Welfare Benefits

Health and welfare benefits are a valuable part of your total compensation at ServiceMaster. We offer a benefits package that includes a variety of plans to protect your health and income.

Eligibility

If you're a regular full-time employee, you may enroll in medical, dental, vision, life insurance, the legal services plan, and reimbursement accounts. Eligible dependents include your legal spouse, unmarried children under age 19, full-time students up to age 24, and children under your legal guardianship.

Coverage is effective on the first of the month coincident with or following three consecutive months of service. Full-time employees are also eligible for disability benefits. For employees hired on or after January 1, 2006, disability benefits are effective following the completion of 12 consecutive months of service.

You and your immediate family members are eligible for the ServiceMaster LifeManagement Program and Business Travel Accident Insurance on your first day of employment.

Making Changes During the Year

You may only make changes to your coverage during the year if you have a qualified status change. You have up to 45 days after the date of the event to change your coverage, and the change must be consistent with the event.

Medical Plan

The medical plan options are designed to help protect you and your covered family members from the high cost of medical care and to help you get healthy and stay healthy. This section describes the medical plan options available to ServiceMaster employees.

Regular PPO

The Regular PPO is a preferred provider organization offered through Blue Cross Blue Shield. PPO options let you choose in- or out-of-network services, with a higher level of benefits for in-network services. In-network benefits include:

- $20 office visit copayment; $30 specialist office visit copayment
- $30 urgent care facility copayment
- $1,000 individual/$2,000 family annual deductible
- Wellness care services for each covered individual
- 70% coinsurance for hospital coverage

Super PPO

The Super PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than the Regular PPO. In-network benefits include:

- $20 office visit copayment; $30 specialist office visit copayment
- $30 urgent care facility copayment
- $600 individual/$1,200 family annual deductible
- Wellness care services for each covered individual
- 80% coinsurance for hospital coverage

Premium PPO

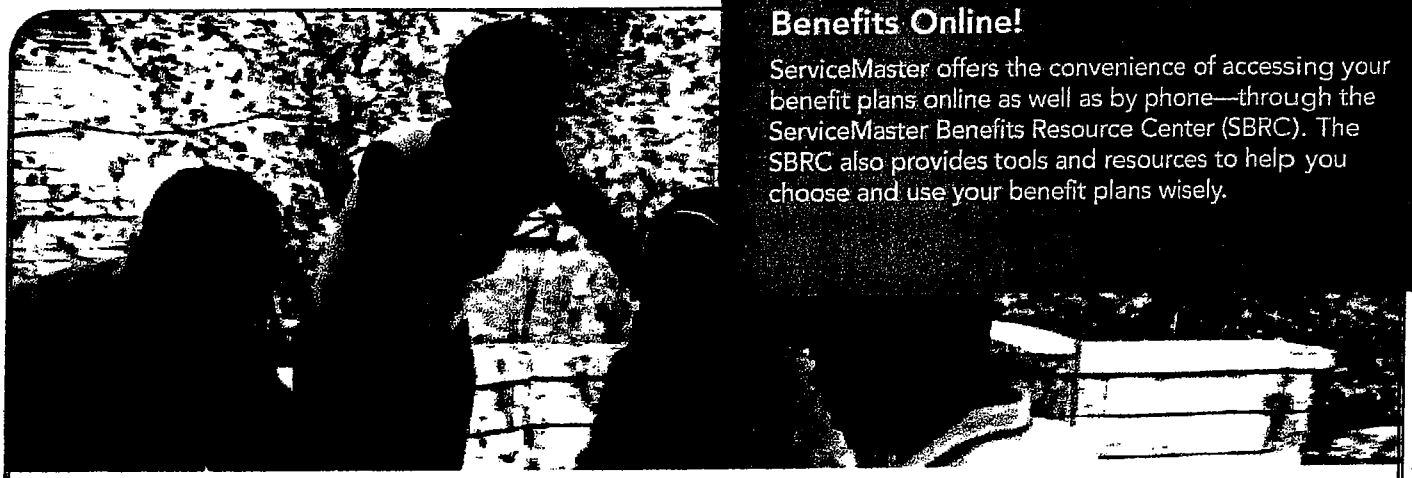
The Premium PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than both the Regular PPO and the Super PPO. In-network benefits include:

- $15 office visit copayment; $25 specialist office visit copayment
- $25 urgent care facility copayment
- $400 individual/$800 family annual deductible
- Wellness care services for each covered individual
- 90% coinsurance for hospital coverage

HMO

The HMO (where available) is a health maintenance organization through CIGNA that provides care through a network of HMO providers. **No benefits are paid for out-of-network services.** In-network benefits include:

- $20 primary care physician (PCP) office visit copayment; $30 specialist office visit copayment
- $35 urgent care facility copayment
- $75 emergency room copayment
- $125 outpatient surgery copayment
- $500 inpatient hospital admittance copayment
- PCP is required



Benefits Online!

ServiceMaster offers the convenience of accessing your benefit plans online as well as by phone—through the ServiceMaster Benefits Resource Center (SBRC). The SBRC also provides tools and resources to help you choose and use your benefit plans wisely.

Prescription Drug Plan

When you enroll in one of the PPOs or the HMO, you'll automatically receive prescription drug coverage through Caremark. **The plan only provides coverage through Caremark network providers.** This section describes the prescription drug benefits for each medical plan option.

Regular PPO

The Regular PPO prescription drug benefits include:

- $50 individual/$100 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 85% generic/75% preferred brand-name/65% non-preferred brand-name coinsurance
- $1,500 annual maximum benefit for retail and mail order combined

Super PPO and HMO

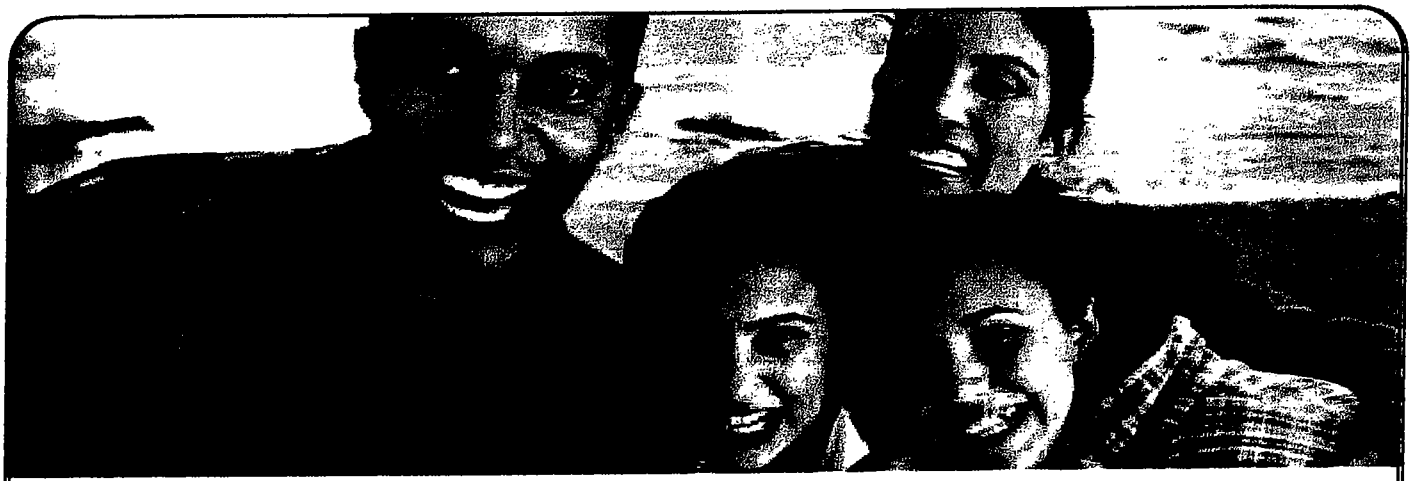
The Super PPO and HMO prescription plan benefits include:

- $50 individual/$100 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 90% generic/80% preferred brand-name/70% non-preferred brand-name coinsurance

Premium PPO

The Premium PPO prescription drug benefits include:

- $25 individual/$50 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 95% generic/85% preferred brand-name/75% non-preferred brand-name coinsurance



ServiceMaster LifeManagement Program

The ServiceMaster LifeManagement Program provides help with the stress and challenges of life—at no cost to you. Confidential services are available 24 hours a day, seven days a week to provide help with issues such as:

- Stress
- Marital and family problems
- Alcohol and drug dependencies
- Financial and legal issues
- Work/life balance
- And more!

The program offers professional consultation, by telephone or in person, as well as online screening tools, self-assessments, and personalized improvement plans to help you better understand and cope with life's challenges and opportunities.

Dental Plan

The dental plan helps cover the cost of dental expenses for you and your covered family members. The plan offers the following dental options.

Base DPPO

The MetLife Base DPPO works like the medical PPOs, and it lets you choose in- or out-of network services with a higher benefit for in-network services. In-network benefits include:

- $50 per person annual deductible
- $1,500 per person annual maximum benefit
- Preventive care—$0 (no deductible)
- Basic services—85% coinsurance
- Major services—50% coinsurance

Buy-Up DPPO

The MetLife Buy-Up DPPO is a dental PPO that provides orthodontia coverage. It also lets you choose in- or out-of-network services. In-network benefits include:

- $50 per person annual deductible
- $1,500 per person annual maximum benefit
- Preventive care—$0 (no deductible)
- Basic services—80% coinsurance
- Major services—50% coinsurance
- Orthodontia—50% coinsurance up to $1,000 lifetime maximum (for children up to age 19 or to age 24 if a full-time student)

DHMO

The CIGNA DHMO is a dental health maintenance organization that provides benefits through a network of providers. No benefits are paid for out-of-network services. In-network benefits include:

- $0 per person annual deductible
- Unlimited annual maximum benefit
- Preventive care—$0 for most services
- Basic services—$0 for most services
- Major services—fee schedule
- Orthodontia—fee schedule (adults and children)
- Primary general dentist is required

Vision Program

The vision program helps keep your costs down for exams and eyewear, and it provides benefits through the Cole Managed Vision network. In-network benefits include:

- Exam—$10 copayment
- Frames or contacts—$100 allowance annually
- Lenses—standard lenses covered in full after exam copayment
- Other discounts apply

Reimbursement Accounts

The reimbursement accounts give you a way to save taxes on the money you spend for eligible health care and dependent day care expenses.

Health Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for a variety of eligible health care expenses for you and your eligible dependents. Eligible health care expenses include copayments, deductibles, coinsurance, and eligible expenses not covered by your medical, dental, or vision coverage.

Dependent Day Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for qualified dependent care expenses. Qualified dependent care expenses include day care, day camp, preschool, and qualified before- and after-school programs.

Life Insurance

Life insurance is an important part of your benefits package, since it provides a benefit to your beneficiaries in the event of your death.

Basic Life Insurance

ServiceMaster provides basic life insurance of 1½ times your eligible annual earnings (up to a maximum of $300,000) for all eligible employees. There's no cost to you for this coverage.

Supplemental Life Insurance

ServiceMaster gives you the option to purchase additional supplemental life insurance coverage of up to four times your eligible annual earnings, with a maximum of $2 million for basic and supplemental coverage combined.

Dependent Life Insurance

You may choose life insurance for your spouse and children from age 14 days to 19 years (or 24 years, if your child is a full-time student).

Disability Insurance

Disability coverage helps protect you and your family from loss of income due to illness or injury.

Short-Term Income Protection

ServiceMaster provides Short-Term Income Protection at no cost to you if you meet the eligibility requirements. This plan provides income protection if you are unable to work due to a non-work-related illness, injury, or pregnancy-related disability.

Long-Term Disability

Long-term disability (LTD) insurance replaces a portion of your income if you're ill or injured and unable to work for an extended period of time. Benefits are payable after a 14-week elimination period. Any benefit you receive may be offset by other sources of income, such as social security.

Legal Services Plan

ServiceMaster's Legal Services Plan offers a network of more than 9,000 participating attorneys to help with your legal needs, such as real estate matters, debt collection defense, and immigration assistance. Legal services benefits include:

- Telephone consultations;
- In-person consultations;
- Preparation of legal documents such as wills; and
- Representation in many legal matters.

When you see an in-network attorney, covered legal services are provided with no additional attorney fees.

Additional Benefits

Other benefits available to ServiceMaster employees include:

Accidental Death and Dismemberment Insurance

Accidental death and dismemberment (AD&D) insurance provides a benefit in the event of certain serious injuries or death due to an accident. You can purchase AD&D coverage for yourself and your eligible dependents.

Business Travel Accident Insurance

Business Travel Accident Insurance (BTA) provides a benefit if you die or sustain serious injuries in an accident while traveling on approved ServiceMaster business. Coverage is automatically provided at no cost to you.

Savings and Retirement Benefits

At ServiceMaster, we know how important it is to save for the future—and to make sure our employees have prepared for their financial security. ServiceMaster's savings and retirement benefits can help.

Eligibility

Full-time and part-time employees who are 18 years of age or older and have completed 90 days of service are eligible for two plans: the ServiceMaster Profit Sharing and Retirement Plan (PSRP) and the ServiceMaster Employee Stock Purchase Plan (ESPP). Participation is effective as soon as administratively possible following enrollment.

The ServiceMaster Profit Sharing and Retirement Plan

The ServiceMaster Profit Sharing and Retirement Plan is a 401(k) plan that allows you to save for your future. It's easy and convenient, because your contributions are deducted from each paycheck on a before-tax basis. You select the percentage of your eligible earnings you would like to contribute, from 1% to 75% (up to the annual IRS dollar limit), and the funds in which you want to invest.

You may also roll over qualified distributions from other eligible qualified retirement plans. The plan provides for an annual, discretionary company matching contribution, as well as the ability to take a loan on your vested account.

The ServiceMaster Employee Stock Purchase Plan

The ServiceMaster Employee Stock Purchase Plan (ESPP) allows you to participate in the company's success by purchasing stock. You select the percentage of your paycheck, from 1% to 10% of your eligible earnings, that you would like to contribute to the ESPP. Your contributions are made on an after-tax basis. The plan makes a matching contribution of 15¢ for every dollar you contribute, up to 10%. Dividends on shares you own are reinvested in your account to buy additional shares of company stock.

Note: *This is a summary and does not contain full details of the plans. In the event there is an inconsistency between this material and the plan documents, the plan documents will govern. The company reserves the right to modify or terminate the benefit plans at any time.*

Contact Information

ServiceMaster employees may contact the following resources for information.

Whom to Call:	For What:	Phone/Web Address:
Blue Cross Blue Shield of Illinois	■ Regular PPO ■ Super PPO ■ Premium PPO	866-491-4903 www.bcbsil.com
Caremark	■ Prescription drugs	866-273-6409 www.caremark.com
CIGNA	■ HMO ■ OHMO	800-896-4969 www.cigna.com
Cole Managed Vision	■ Vision	800-334-7591 www.colemanagedvision.com
Computershare	■ Employee Stock Purchase Plan	888-834-0744 www.computershare.com
Hyatt Legal Plans	■ Legal Services Plan	800-821-6400 www.legalplans.com
Magellan Health Services	■ LifeManagement Program	800-306-4906 www.magellanhealth.com
MetLife	■ Base DPPO ■ Buy-Up DPPO	800-942-0854 www.metlife.com/dental
ServiceMaster Benefits Resource Center (SBRC)	■ Eligibility ■ General Information	877-282-6372 http://resources.hewitt.com/svcmt
T. Rowe Price	■ Profit Sharing and Retirement Plan—the 401(k) plan	800-922-9945 www.ips.troweprice.com
UnumProvident	■ Life insurance and AD&D ■ LTD	800-445-6402 866-717-4796 www.unumprovident.com
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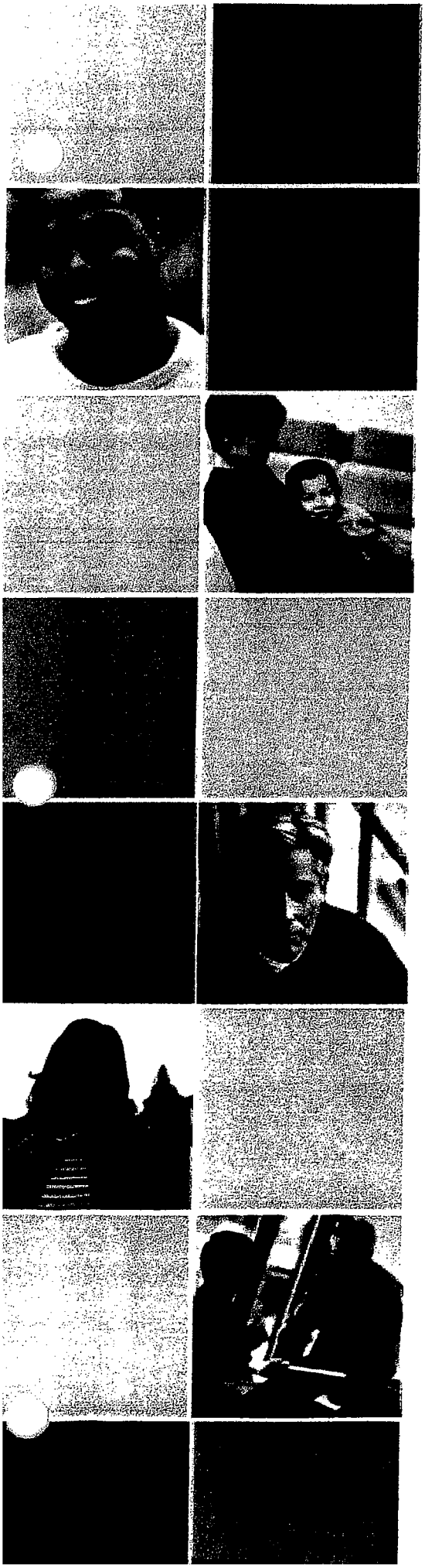

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SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006
EMPLOYEE PREMIUMS

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	$8.08	$17.50	$27.46	$59.50	$34.85	$75.50	$35.31	$76.50
Employee +1 Dependent	$13.38	$29.00	$46.62	$101.00	$59.08	$128.00	$70.62	$153.00
Employee + 2 Dependents	$15.46	$33.50	$62.08	$134.50	$79.85	$173.00	$97.85	$212.00
Employee + 3 or more Dependents	$15.92	$34.50	$78.23	$169.50	$102.00	$221.00	$97.85	$212.00

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	$5.77	$12.50	$6.46	$14.00	$3.46	$7.50
Employee +1 Dependent	$11.54	$25.00	$12.92	$28.00	$6.23	$13.50
Employee + 2 Dependents	$16.15	$35.00	$18.46	$40.00	$8.54	$18.50
Employee + 3 or more Dependents	$18.00	$39.00	$20.31	$44.00	$9.69	$21.00

	Weekly	Semi-Monthly
Employee	$1.15	$2.50
Employee +1 Dependent	$2.54	$5.50
Employee + 2 Dependents	$3.46	$7.50
Employee + 3 or more Dependents	$3.46	$7.50

Per $100 of Coverage	$0.83

Example: 43 year old, eligible earnings $25,000
Benefit = $25,000 x 60% = $15,000 annual benefit ($15,000/100 = $150)
Premium = $150 *.83 = $124.50
$124.50 / 52 = $2.40 per weekly pay period or $124.50 / 24 = $5.19 per semi-monthly pay period

	Weekly	Semi-Monthly
Coverage	$3.64	$7.88

Revised 10.10.2005

SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006
EMPLOYEE PREMIUMS

	Per $1,000 of Coverage	Per $1,000 of Coverage	Spouse/Child(ren)	Weekly	Semi-Monthly
< 25	$0.72	$1.08	$15,000/$2,000	$0.86	$1.86
25 - 29	$0.84	$1.32	$25,000/$5,000	$1.45	$3.15
30 - 34	$0.96	$1.44	$50,000/$10,000	$2.93	$6.35
35 - 39	$1.20	$1.68			
40 - 44	$1.80	$2.64			
45 - 49	$2.76	$4.08			
50 - 54	$4.80	$7.32			
55 - 59	$7.32	$11.04			
60 - 64	$11.88	$17.88			
65 - 69	$20.04	$30.00			
> 70	$39.12	$58.68			

Example: 43 year old, eligible earnings $25,000, elected supplemental life = 2 x eligible earnings non-smoker
Benefit = $25,000 x 2 = $50,000 benefit ($50,000/1000 = $50)
Premium = $50 * 1.80 = $90
$90 / 52 = $1.73 per weekly pay period or $90 / 24 = $3.75 per semi-monthly pay period

$20,000	$0.14	$0.21	$0.30	$0.45
$30,000	$0.21	$0.31	$0.45	$0.68
$40,000	$0.28	$0.42	$0.60	$0.90
$50,000	$0.35	$0.52	$0.75	$1.13
$60,000	$0.42	$0.62	$0.90	$1.35
$70,000	$0.48	$0.73	$1.05	$1.58
$80,000	$0.55	$0.83	$1.20	$1.80
$90,000	$0.62	$0.93	$1.35	$2.03
$100,000	$0.69	$1.04	$1.50	$2.25
$150,000	$1.04	$1.56	$2.25	$3.38
$200,000	$1.38	$2.08	$3.00	$4.50
$250,000	$1.73	$2.60	$3.75	$5.63
$300,000	$2.08	$3.12	$4.50	$6.75
$350,000	$2.42	$3.63	$5.25	$7.88
$400,000	$2.77	$4.15	$6.00	$9.00
$450,000	$3.12	$4.67	$6.75	$10.13
$500,000	$3.46	$5.19	$7.50	$11.25
$550,000	$3.81	$5.71	$8.25	$12.38
$600,000	$4.15	$6.23	$9.00	$13.50
$650,000	$4.50	$6.75	$9.75	$14.63
$700,000	$4.85	$7.27	$10.50	$15.75
$750,000	$5.19	$7.79	$11.25	$16.88

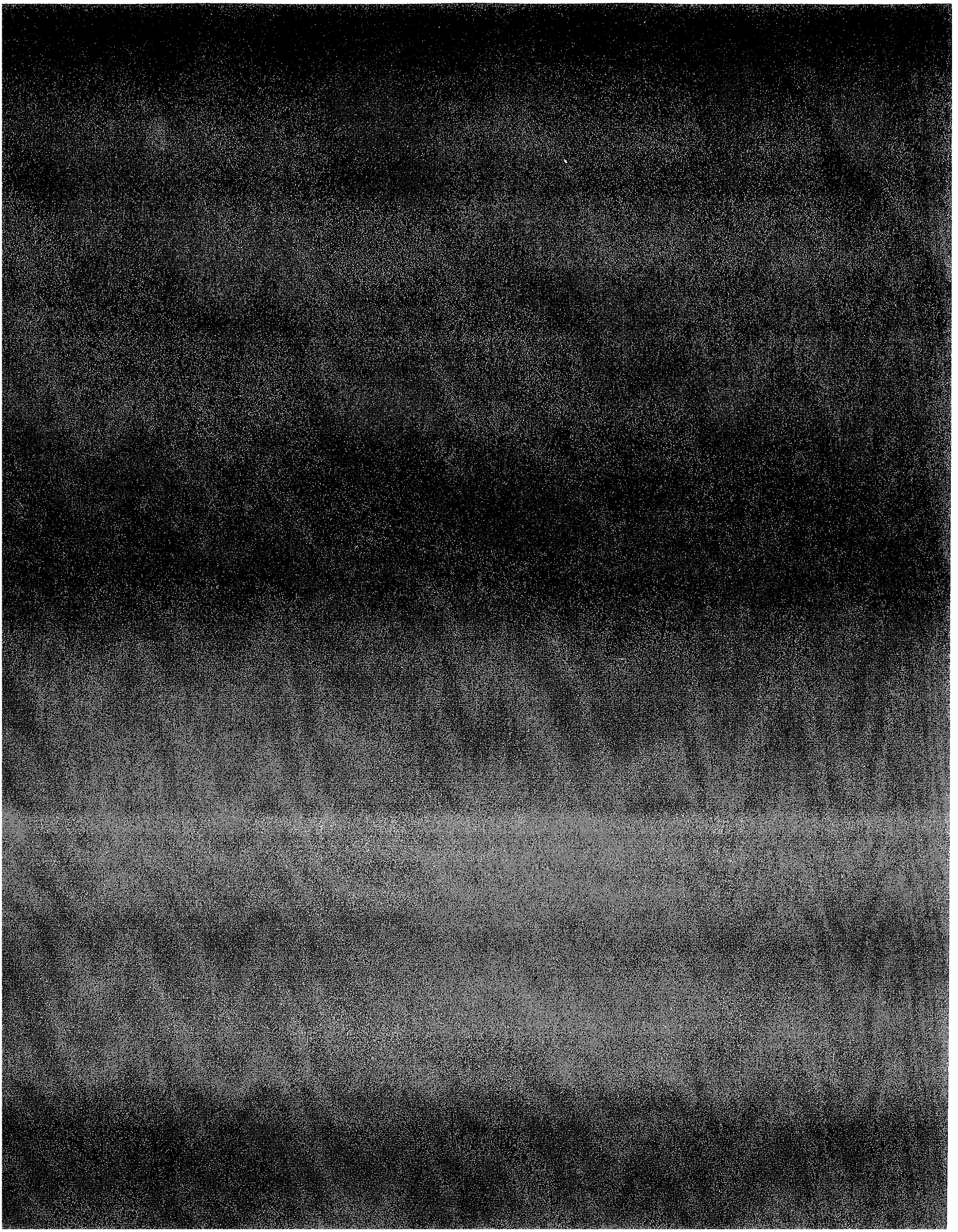
Plan Design Summary - *No change from previous presentation*

	Base Coverage			Middle Coverage		Highest Coverage		
	2005 Basic Services	*2005 Base PPO*	*2006 Regular*	*2005 Buy-up*	*2006 PPO Super*	*2006 Premium*	*2005 HMO*	*2006 HMO*
Annual Maximum Medical Benefi	$7,500 plus $45,000[1]	None	None	None	None	None	None	None
Annual Deductible								
· In Network	$200/$400	$1,000/$2,000	$1,000/$2,000	$400/$800	$600/$1,200	$400/$800	$0	$0
· Out of Network	$300/$600	$2,000/$4,000	$2,000/$4,000	$800/$1,600	$1,200/$2,400	$800/$1,600	Not Covered	Not Covered
Annual Out of Pocket Limit[2]								
· In Network	None	$3,000/$6,000	$15,000/$20,000	$2,000/$4,000	$2,500/$5,000	$2,000/$4,000	$1,500/$3,000	$1,500/$3,000
· Out of Network	None	$6,000/$12,000	$20,000/$30,000	$4,000/$8,000	$5,000/$10,000	$4,000/$8,000	Not Covered	Not Covered
Coinsurance								
· In Network	Coinsurance Varies	80%	70%	80%	80%	90%	100%	100%
· Out of Network	See SRC benefit schedule	60%	50%	60%	60%	60%	Not Covered	Not Covered
Office Visit	(Limited to 5 visits)							
· In Network	$10 copay	$20 PCP/$30 Spec.	$20 PCP/$30 Spec.	$20 copay	$20 PCP/$30 Spec.	$15 PCP/$25 Spec.	$20 PCP/$30 Spec.	$20 PCP/$30 Spec.
· Out of Network	$10 Ded then 80% Coins	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
Inpatient Hospital Copayment								
· In Network	Copays Vary	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	$500/admit	$500/admit
· Out of Network	See SRC benefit schedule	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
Prescription Drug								
· Annual Maximum Drug Benefit	$600	None	$1,500	None	None	None	None	None
· Deductible (Retail Only)	None	$50/$100	$50/$100	$50/$100	$50/$100	$25/$50	$50/$100	$50/$100
· Annual OOP Maximum	None	$1,000/$3,000	None	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000
· In Network								
Retail	$10 copay	90% G ($5 min)	85% G ($5 min)	90% G ($5 min)	90% G ($5 min)	95% G ($5 min)	90% G ($5 min)	90% G ($5 min)
	(subject to annual	80% FB ($15 min)	75% FB ($15 min)	80% FB ($15 min)	80% FB ($15 min)	85% FB ($15 min)	80% FB ($15 min)	80% FB ($15 min)
	maximum benefit)	70% NFB ($30 min)	65% NFB ($30 min)	70% NFB ($30 min)	70% NFB ($30 min)	75% NFB ($30 min)	70% NFB ($30 min)	70% NFB ($30 min)
Mail Order	$10 copay	90% G ($10 min)	85% G ($10 min)	90% G ($10 min)	90% G ($10 min)	95% G ($10 min)	90% G ($10 min)	90% G ($10 min)
	(subject to annual	80% FB ($30 min)	75% FB ($30 min)	80% FB ($30 min)	80% FB ($30 min)	85% FB ($30 min)	80% FB ($30 min)	80% FB ($30 min)
	maximum benefit)	70% NFB ($60 min)	65% NFB ($60 min)	70% NFB ($60 min)	70% NFB ($60 min)	75% NFB ($60 min)	70% NFB ($60 min)	70% NFB ($60 min)
· Out of Network								
Retail	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Mail Order	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered

[1] The base medical maximum benefit is $7,500 per coverage year. There also is a supplemental medical benefit of $45,000 (lifetime maximum)

[2] Including deductible

OMITTED FOR THIS RFSQ PROCESS



Subcontractors Form List

Does not apply

STATEMENT OF WORK

A. Public Works Contract Manager

Public Works Contract Manager will be identified at the time of contract award. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Facilities to be maintained are enumerated in Exhibit G and are located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. General Work Requirements

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.

2. Render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; pruning of trees and shrubs; control of weeds, vegetation disease, and pests; operation and repair of the irrigation systems, sprinkler heads, and risers; and maintenance of equipment. Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein and/or revised by Public Works in Exhibit G, Special Provisions. The specific frequencies per site identified in Exhibit E, Form PW-2, Schedule of Prices, shall govern the Contractor's completion of required operations.

3. Not work or perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.

4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations

and shall promptly comply with any request made by the Contract Manager.

5. During the hours and days of maintenance service as identified in this Exhibit's paragraph L, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.

6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.

7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.

8. Recognize that the general provisions set forth in this Exhibit A may be modified by special provisions (Exhibit G, Special Provisions) set forth in this Contract for the specified jobsite/facility.

D. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.

2. Closely monitored its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.

3. Ensure its crew leader(s) and operational staff as well as its supervisory and management staff, are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.

4. Ensure its executive, management, or supervisory staff provides ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, or inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.

5. Ensure its on-site supervisor has at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing Operations

The Contractor shall:

a. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

b. Mow the turf with a reel-type mower equipped with rollers or a rotary-type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.

c. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.

d. Perform mowing operations on a schedule that is acceptable to the Contract Manager.

e. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.

f. Complete mowing of turf and cleanup at each facility in one continuous operation.

2. Mowing Site Inspection and Reporting

The Contractor shall:

a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers. Glass bottles shall not be driven over or broken. Excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately replaced by the Contractor.

b. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

3. Edging Operations

The Contractor shall:

a. Keep all turf edges, including designed edges in flower beds, neatly edged, and all grass invasions eliminated.

b. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams in a neat and uniform line.

c. Complete all edging of turf and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.

d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

e. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.

f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

4. Weed Removal Operations

The Contractor shall:

a. Keep all grasslike weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.

b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:

- Hand removal (mechanical)
- Cultivation
- Chemical Eradication
- Mulching

c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.

d. Remove all weeds from shrub beds, planters, and other cultivated areas.

e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.

f. Remove all dead weeds from the areas, after complete kill.

g. Inspect all walkways, beds, planters, landscapes, and spot treating weeds as necessary.

h. Maintain developed areas of a facility that have become denuded weed free.

i. Leave in a natural state designated areas of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

5. Litter Control Operations

The Contractor shall:

a. Police and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.

b. Complete policing, litter pick up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

c. Accomplish the complete removal, if a lake, pond, and/or stream are located on the jobsite(s)/facility(ies) of:

1) Floating debris and litter in the lake(s), pond(s), and/or stream(s).

2) Trash cans and any other large materials placed into lake(s), pond(s), and/or stream(s).

3) Submerged debris within ten feet of the incline of a lake(s), pond(s), and/or stream(s).

d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.

e. Place litter picked up on-site in trash bin(s) and not in trash containers.

f. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to ten feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams.

6. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf areas under trees, and placed in appropriate trash bin(s).

7. Shrub Pruning and Hedge Trimming Operations

The Contractor shall:

a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

b. Trim all designated formal plant materials to maintain formal hedges and topiary work.

c. Remove all dead shrubs.

d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.

e. Prune any runners that start to climb buildings, shrubs, or trees.

f. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.

g. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.

8. Groundcover Operations

The Contractor shall:

a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.

b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.

c. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.

d. Cultivate the open soil between plants where planting permits.

9. Sweeping Operations

The Contractor shall:

a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.

b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:

- Power pack blowers
- Vacuums
- Brooms
- Push power blowers

c. Be subject to local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Any schedule of such operations may be modified by Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.

e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

10. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

11. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section R, Use of Chemicals.

12. General Landscape Maintenance - Site Inspection and Reporting

The Contractor shall:

a. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.

b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

13. Chemical Edging Detailing Operations

The Contractor shall:

a. Use all chemicals in accordance with Section R, Use of Chemicals.

b. Employ precautionary measures when using chemicals as all areas will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.

d. Limit, where trees and shrubs occur in turf areas, all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid from damage.

e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.

f. Perform detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas in a manner that ensures operability, ease of location, and/or a clean appearance. A 6-inch barrier width shall be considered normal.

g. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.

h. Remove all dead weeds from the area, after complete kill.

14. Chemical Application - Site Inspection and Reporting

The Contractor shall:

a. Ensure, prior to proceeding with any chemical application, that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.

b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

15. Watering and Irrigation System Management

The Contractor shall:

a. Since water requirements by plant vary according to the season and a particular year, pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

b. Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.

c. Regulate watering to avoid interference with any use of the roadways, pavements, walks, or areas designated for scheduled special events.

d. Set, in the areas where wind creates problems of spraying water onto private property or road right of ways, the controllers to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

e. Control the irrigation system in such a way as not to cause any excessively wet or "water-logged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and runoff drowning.

f. Water new turf (up through the sixth mowing) immediately after mowing. Well established turf shall not be watered for at least four hours after mowing.

g. Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to overwater in shady areas.

h. Be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with these Specifications and frequencies specified in Exhibit E, Form PW-2, Schedule of Prices.

i. Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and

inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

16. Irrigation System Maintenance and Repair

The Contractor shall:

a. Be responsible for maintenance of the irrigation system.

b. Inspect and report the status of the irrigation system the Contract Manager.

c. Adjust and clean sprinkler heads which may require the removal of the sprinkler head.

d. Repair or replace sprinkler heads having a 1/2-inch inlet at Contractor expense.

e. Repair/replace malfunctioning sprinkler heads within one watering cycle.

f. Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.

g. Provide replacements of all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear at Contractor's expense.

h. Provide replacements of all risers and swing joints due to normal wear at Contractor's expense.

i. Flush irrigation pipelines following repairs and replacements.

j. Recover and refasten removed valve box covers.

k. Confer with the Contract Manager regarding the need for replacement or relocation of inoperable sprinkler heads, including lateral pipes. As identified by the Contract Manager, the Contractor, at no additional cost, shall replace inoperable with operable sprinkler head(s) that are greater than a 1/2 inch and are supplied by Public Works.

l. Follow the repair or replacement of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.

m. Notify Contract Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment. Public Works will be responsible for the following components of the irrigation system: quick couplers, plumbing systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.

n. Replace all irrigation components provided by Public Works to the Contractor within 24 hours upon receiving the component from the Public Works.

o. Not be required to perform a complete piping replacement of the irrigation system. Public Works will be responsible for the repair or replacement of leaking main and lateral irrigation lines.

p. Complete replacement of irrigation components that are identified as the Contractor's responsibility within one watering cycle of determining damaged or inoperable irrigation component.

q. Replace the irrigation system with originally specified parts/equipment of the same size and quality. Prior to the installation, the Contract Manger may approve the Contractor's request to use substitutes parts/equipment.

17. Irrigation System Operability and Testing Operation

The Contractor shall:

a. In order to ensure the operability of the irrigation system, cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system include inspection of drip emitter, drip tubes, inspecting/clean and flush filters, etc., and report any damage or incorrect operation to the Contract Manager.

b. During the testing:

1) Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas, and private property.

2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.

3) Record and report all system malfunctions, damage, and obstructions to the Contract Manager and take corrective action.

4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

c. In addition to regular testing, test and inspect all irrigation systems as necessary when damage is suspected, observed, or reported.

d. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Contract Manager.

18. Irrigation System Operability and Testing - Frequency

The Contractor shall:

a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads once per month or more frequently if problems/conditions indicate a need.

b. Inspect sprinkler heads and adjust and correct for coverage once per week.

c. Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads as needed.

d. Visually inspect the system's impact on the jobsite(s)/facility(ies) once per week.

e. Check valve boxes for safety and appropriate security once per week.

f. Flush irrigation pipeline after repair or replacement of irrigation components as needed.

g. If an automatic irrigation system or a portion of a system malfunctions, and is authorized by the Contract Manager, manually manipulate the system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Contract Manager may opt to pay the Contractor a supplement to continue the manual manipulation, or the Contract Manager may decide to terminate the supplemental irrigation.

h. Clean/flush all filters, e.g., filter for backflow device once a year. Filter for drip irrigation system, if applicable, twice a year.

19. Watering and Irrigation System Management - Site Inspection and Reporting

The Contractor shall:

a. Each time a jobsite/facility receives service, check the irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

b. Ensure that all its crews and supervisors working or reviewing a jobsite/facility reports malfunctions, hazards, and emergencies immediately to the Contract Manager.

c. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

d. Ensure that all its crews and supervisors working or reviewing a jobsite/facility mitigate any observed hazards to the extent possible.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager for which the Contractor will be compensated in accordance with Exhibit E, Form PW-2, Schedule of Prices.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

a. Prune trees to maintain good tree health and structure, enhance the appearance and provide the proper vertical and horizontal clearances as follows:

1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.

2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.

3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of

inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.

4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).

5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.

6) Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.

7) Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.

8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.

b. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size as follows:

1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.

2) Under no circumstances shall hedge shears be used as a means of pruning.

3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.

5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.

7) Climbing spurs shall not be used.

8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.

c. Utilize the following pruning criteria:

1) Removal of weak, diseased, insect infested, and damaged limbs as recommended by a certified arborist.

2) Prune all trees for vertical and horizontal clearance. Such clearances are 7 feet for pedestrian areas and walkways, and 14 feet for vehicular roadways.

3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.

4) Thin all trees of smaller limbs to distribute the foliage evenly.

5) Trim and shape all trees to provide a symmetrical appearance typical of the species.

6) Cut all suckers and sprouts flush with the trunk or limb.

7) Stubs are not permitted.

d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.

e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.

f. Remove and dispose all trimming and debris off-site at the end of each day's work at Contractor's expense.

g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be

removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.

h. Not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.

i. Not trim palm trees during the bird nesting season of April 1 through June 30 unless otherwise approved by the Contract Manager.

j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Cultivating Operation

The Contractor shall:

a. Take care to avoid unnecessary or excessive injury to the turf grass.

b. Sweep or take the dislodged thatch from the turf areas and place in appropriate trash bin(s).

c. Use standard renovating or vertical mowing type equipment.

d. Vertically mow ad remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

e. Renovation-Turf

1) Renovate to the soil line and remove all excessive thatch in turf area.

2) After thatch is removed and upon completion of turf renovation, all turf areas shall be overseeded, have top dressing or seed covered, and watered.

3) Areas to be overseeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.

4) Mulch shall be spread evenly over the entire area to a uniform depth.

f. Cultivate all planted areas to encourage water penetration, fertilizer absorption, and gaseous exchange.

3. Turf Reseeding/Restoration of Bare Areas Operation

The Contractor shall

a. Overseed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

b. Seed these areas utilizing blends or mixtures at the rate of application by the Contract Manager.

c. Once each year in the fall, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate, or verticut, seed and top dress, or seed cover (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Contract Manager may require the use of sod when deemed necessary.

d. Be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

e. Over seed at a rate of five pounds per 1,000 square feet and reseeding of bare areas shall be sown at a rate of eight pounds per 1,000 square feet. The following seed specifications shall be used for all over seeding and reseeding:

Name	Prop	Purity	Germination
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control Operation

The Contractor shall:

a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including, but not limited to, trees, shrubs, groundcover, and turf.

b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.

c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control

shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5. Plant Materials Operation

The Contractor shall:

a. Provide plant materials that conform to the requirements of the landscape pan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

b. Be allowed substitutions, but only with prior written approval by the Contract Manager.

c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.

d. Provide the following level of quality:

1) Plants shall be sound; healthy; vigorous; free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.

2) All trees shall be measured 6 inches above the ground surface.

3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.

4) Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the Plant List.

5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

6. Fertilization – Operation

The Contractor shall:

a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.

b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

c. Not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.

d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.

e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Additional Work

1. The Contract Manager may authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification. Authorized additional work that results in unanticipated labor expenses shall be paid by Public Works as specified in Exhibit E, Form PW-2, Schedule of Prices.

2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and

materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

I. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:

   a. Irrigation system damage shall be repaired or replaced within one watering cycle.

   b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.

   c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.

   d. Trees

      1) Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist for recommendations for treatment or replacement.

      2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.

      3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.

e. Shrubs

1) Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming Operation" (see this Exhibit's paragraph E.7).

2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" of the Seasonal Specialty Task Specifications (see this Exhibit's paragraph F.5).

f. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

J. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish.

   During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.

3. Abate all complaints shall be abated to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract

Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

K. Safety

1. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

2. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon._The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

L. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service, Monday through Friday, shall be as follows:

   a. For the months of November through April, 7 a.m. to 3:30 p.m.

   b. For the months of May through October, 6 a.m. to 3:30 p.m.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

M. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.

2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.

3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.

4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:

   a. Fertilization;

   b. Turf renovation/reseeding;

   c. Micronutrients/soil amendments;

   d. Spraying of trees, shrubs, or turf;

   e. Aesthetic tree pruning; and

f. Other items so designated by the Contract Manager.

N. Contractor's Staff

The Contractor shall

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.

3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

The Public Works will pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the

Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

R. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.

3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.

6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.

7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

S. Specific Requirements

1. Locks and Keys

a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.

b. Contractor may provide chain and lock system, at Contractor's expense.

c. The Contractor shall:

1) Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.

2) Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.

3) Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost, as determined by the Contract Manager of rekeying the location or duplicating additional keys.

4) Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.

5) Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a $500 fine or both.

T. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all

landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

U. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

V. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.

3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.

4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.

5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next

regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.

6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:

   a. All the time limits and acts required to be done by both parties are of the essence of this Contract;

   b. The parties are both experienced in performance of this Contract work;

   c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price;

   d. The parties are not under any compulsion to contract;

   e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Exhibit E, Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

W. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at http://www.dir.ca.gov/.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit $50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

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9SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in

this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time; provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally

accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personnel injury, death, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

   a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

   b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

H. Use of Full-Time Employees

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EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

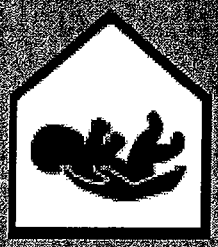
How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is supported by First 5 LA and 2-1-1 LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
[illegible], Directora

Consejo de Supervisores del Condado de Los Angeles
[illegible], Supervisor, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Este iniciativa [illegible] por Unit 5 LA [illegible] de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido pueda entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E-4

FORM PW-2

SCHEDULE OF PRICES

FOR

RD 146 / 446 MEDIAN LANDSCAPE MAINTENANCE SERVICES

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following prices for the performance of the work as described in these Specifications. The Bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

CARMENITA ROAD FROM LEFFINGWELL ROAD TO SUNDANCE AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	52	$10.50	$546.
2.	All Management and Supervision	0.5	.5	1	$21	$21.
3.	Mowing					
	a. Warm Season - April through November	NA	NA	NA	$ NA	$ NA
	b. Cool Season - December through March	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	NA	$ NA	$ NA
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	2	2	4	$ 42.	$ 168.
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	52	$ 10.50	$ 546.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	AMOUNT BID
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	4	4	24	$ 84.	$ 2,016.
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	2	2	52	$ 42.	$ 2184.
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	1	1	52	$ 21.	$ 1,092.
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	1	12	$ 21	$ 252.
	b. Shrub Safety Clearance / Shrub Pruning	4	4	12	$ 84.	1008. $
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	2	2	24	$ 42	$ 1,008.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	.5	52	$10.50	$546
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.5	.5	52	$10.50	$546.
	d. Manual Watering of Turf and Shrubs, more often if necessary	0.5	.5	52	$10.50	$546.
16.	Plant Replacement / Installation (1 & 5 gals.)	NA	NA	As-Needed	1gal - $10.00 each 5gal - $30.00 each $ NA	$ NA

TOTAL ANNUAL COST - CARMENITA ROAD FROM LEFFINGWELL ROAD TO SUNDANCE AVENUE	$ 10,479

FLORENCE AVENUE FROM LAUREL AVENUE TO TELEGRAPH ROAD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	0.5	.5	12	$10.50	$126.
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	1	1	43	$21	$903.
4.	Mechanical Edging					
	a. Turf Areas	0.5	.5	43	$11	$473
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	.5	24	$10.50	$252.
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	0.5	.5	52	$10.50	$546.
6.	Litter Control	0.5	.5	52	$10.50	$546.
7.	Raking					
	a. Turf Under Trees	0.5	.5	52	$10.50	$546.
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	$ NA	$ NA
	b. Shrub Safety Clearance / Shrub Pruning	0.5	.5	12	$ 10.50	$ 126.
	c. Hedge Shaping / Trimming	0.5	.5	12	$ 10.50	$ 126.
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	1	1	1	$ 21	$ 21
11.	Rodent Control	NA	NA	As-Needed	$ 400.00 + Frequency	$ NA
12.	Turf and Plant Fertilization	1	1	2	$ 21	$ 42.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.5	.5	4	$ 10.50	$ 42.
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.25	52	$ 6	$ 312.
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.25	.25	52	$ 6	$ 312.

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.25	.25	52	$ 6	$ 312.
	d. Manual Watering of Turf and Shrubs, more often if necessary	0.25	.25	86	$ 6	$ 516.
15.	Plant Replacement / Installation (1 & 5 gals.)	NA	NA	As-Needed	1gal - $10.00 each 5gal - $30.00 each $	$ NA

TOTAL ANNUAL COST - FLORENCE AVENUE FROM LAUREL AVENUE TO TELEGRAPH ROAD	$ 5,201.00

HOLLYDALE YARD: ENGINEER'S/BRIDGE BUILDINGS AND GARFIELD AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	NA	NA	NA	$ NA	$ NA
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	1	1	43	$ 21	$ 903.
4.	Mechanical Edging					
	a. Turf Areas	1	1	52	$ 21	$ 1,092.
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	24	$ 21	$ 504.
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.
7.	Raking					
	a. Turf Under Trees	0.5	.5	52	$ 10.50	$ 546.
	b. Planter Beds and Planters	0.5	.5	52	$ 10.50	$ 546.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	0.5	.5 NA	12	10.50 $ NA	126. $ NA
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	1	1 NA	12	21. $ NA	252. $ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	24	$ 21.	$ 504.
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	0.5	1	1	$ 21.	$ 21.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.5	.5	2	$ 10.50	$ 21.
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.25	52	$ 6	$ 312.
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	0.25	.25	52	$ 6	$ 312.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 50.	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 50.	$ NA
	e. Inspect excessively wet and dry areas	NA	NA	NA	$ NA	$ NA
	f. Reset rain sensor on controller	NA	NA	As-Needed	$ 25.	$ NA
	g. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 25.	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	$ 25.	$ NA

TOTAL ANNUAL COST - HOLLYDALE YARD	$ 3,685.

MILLS AVENUE: 205' NORTH OF TELEGRAPH ROAD TO MILLS AVENUE (N/E CORNER)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	NA	NA	NA	$ NA	$ NA
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	.5	24	$ 10.50	$ 252.
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.
7.	Raking					
	a. Turf Under Trees	0.5	.5	52	$ 10.50	$ 546.
	b. Planter Beds and Planters	0.5	.5	52	$ 10.50	$ 546.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	1	12	$ 21	$ 252.
	b. Shrub Safety Clearance / Shrub Pruning	0.5	.5	12	$ 10.50	$ 126.
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.25	.25	24	$ 6	$ 144.
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	0.5	1	1	$ 21	$ 21

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.25	52	$ 6	$ 312.
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	0.25	.25	52	$ 6	$ 312.

ITEM	ITEM DESCRIPTION	MINIUMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 50.	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 50.	$ NA
	e. Inspect excessively wet and dry areas	NA	NA	NA	$ NA	$ NA
	f. Reset rain sensor on controller	NA	NA	As-Needed	$ 50.	$ NA
	g. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 50.	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	$ 50.	$ NA

TOTAL ANNUAL COST - MILLS AVENUE	$ 3,057.

RIVERA ROAD FROM CASCADE DRIVE TO VICKI DRIVE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	NA	NA	NA	$ NA	$ NA
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	24	$ 21	$ 504
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	.5	52	$ 10.50	$ 546.
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	$ NA	$ NA
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	1	1	12	$ 21	$ 252.
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	NA	$ NA	$ NA
14.	Irrigation / Watering – Automatic a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	52	$ 10.50	$ 546.
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	1	.5	52	$ 10.50	$ 546.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 50.00	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 50.00	$ NA
	e. Reset rain sensor on controller	NA	NA	NA	$ NA	$ NA
	f. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 50.00	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	1	1	52	$ 21.00	$ 1092.00

TOTAL ANNUAL COST - RIVERA ROAD FROM CASCADE DRIVE TO VICKI DRIVE	$ 3,486.00

SPLENDORA DRIVE FROM PAINTER AVENUE TO LAUREL AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	NA	NA	NA	$ NA	$ NA
2.	All Management and Supervision	NA	NA	NA	$ NA	$ NA
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	24	$ 24.00	$ 504.00
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.25	.25	52	$ 6.00	$ 312.00
7.	Raking					
	a. Turf Under Trees	0.5	.5	52	$ 10.50	$ 546.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	0.5	.5	12	$10.50	$126.00
	b. Shrub Safety Clearance / Shrub Pruning	0.5	.5	12	$10.50	$126.00
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.5	1	12	$ 21.00	$ 252.00
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	.5	52	$ 10.50	$ 546.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	1	1	52	$ 21.00	$ 1092.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 50.00	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 50.00	$ NA
	e. Reset rain sensor on controller	NA	NA	As-Needed	$ 50.00	$ NA
	f. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 50.00	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	$ 50.00	$ NA

TOTAL ANNUAL COST - SPLENDORA DRIVE FROM PAINTER AVENUE TO LAUREL AVENUE	$ 3504.00

TELEGRAPH ROAD FROM MILLS AVENUE TO LEFFINGWELL ROAD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	NA	NA	NA	$ NA	$ NA
2.	All Management and Supervision	2	2	12	$ 42.00	$ 504.00
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	8	8	24	$ 168.00	$ 4032.00
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	4	4	52	$ 84.00	$ 4368.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	8	8	52	$ 168.00	$ 8736.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	8	8	12	$168.00	$2016.00
	b. Shrub Safety Clearance / Shrub Pruning	8	8	12	$168.00	$2016.00
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	.5	24	$10.50	$252.00
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	1	1	4	$21.00	$84.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	NA	NA	As-Needed	$100.00	$ NA
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	2	52	$42.00	$2184.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary (Contractor not responsible for replacement of backflow and irrigation timers)	1	2	52	$42.00	$2184.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic (continued)					
	c. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 100.00	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 100.00	$ NA
	e. Inspect excessively wet and dry areas	2	2	26	$ 42.00	$ 1092.00
	f. Reset rain sensor on controller	NA	NA	As-Needed	$ 100.00	$ NA
	g. Manual Watering of Turf and Shrubs	NA	NA	As-Needed	$ 100.00	$ NA
15.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	$ 100.00	$ NA

TOTAL ANNUAL COST - TELEGRAPH ROAD FROM MILLS AVENUE TO LEFFINGWELL ROAD	$ 27,468.00

TOTAL COST SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.4	Carmenita Road from Leffingwell Road to Sundance Avenue	$ 10,479.00
E.8	Florence Avenue from Laurel Avenue to Telegraph Road	$ 5,201.00
E.12	Hollydale Yard	$ 5,685.00
E.16	Mills Avenue	$ 3,057.00
E.20	Rivera Road from Cascade Drive to Vicki Drive	$ 3,486.00
E.24	Splendora Drive from Painter Avenue to Laurel Avenue	$ 3,504.00
E.28	Telegraph Road from Mills Avenue to Leffingwell Road	$ 27,468.00
GRAND TOTAL		$ 58,880.00

LEGAL NAME OF PROPOSER: TRUGREEN LANDCARE A GENERAL PARTNERSHIP		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL:		
TITLE OF AUTHORIZED PERSON: REGIONAL OPERATIONS MANAGER		
DATE: 7/31/2006	STATE CONTRACTOR'S LICENSE NUMBER: 774548	LICENSE TYPE: C61/D49/C27
PROPOSER'S ADDRESS: 1323 WEST 130th STREET GARDENA, CA 90247		
PHONE: 310/354-1520	FAX: 310/323-4780	E-MAIL: SERGIO.HERNANDEZ@LANDCARE.COM

EXHIBIT F-4
FORM LW-8

SAMPLE COST METHODOLOGY FOR RD 146 / 446 MEDIANS – LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

BIDDER: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
CREW LEADER			8	8	8	3		27	1404.00	12.00	$ 16848.00
GARDENER			8	8	8	3		27	1404.00	9.75	$ 13689.00
											$
											$
											$
											$
											$
											$
											$
											$
											$

Comments/Notes:		
	Total Annual Salaries	$ 30537.00
	(1) Vacations, Sick Leave, Holiday	$ 1985.00
	(2) Health Insurance **	$ 380.00
	(3) Payroll Taxes & Workers' Compensation	$ 3359.00
	(4) Welfare and Pension	$ 6100.00
	Total Annual Employee Benefits (1+2+3+4)	$ 11,824.00
	(5) Equipment Costs	$ 2800.00
	(6) Service and Supply Costs	$ 1800.00
	(7) General and Administrative Costs	$ 4200.00
	(8) Profit	$ 7719.00
	Total Annual Other Costs (5+6+7+8)	$ 16519.00
	TOTAL ANNUAL PRICE	$58,880.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

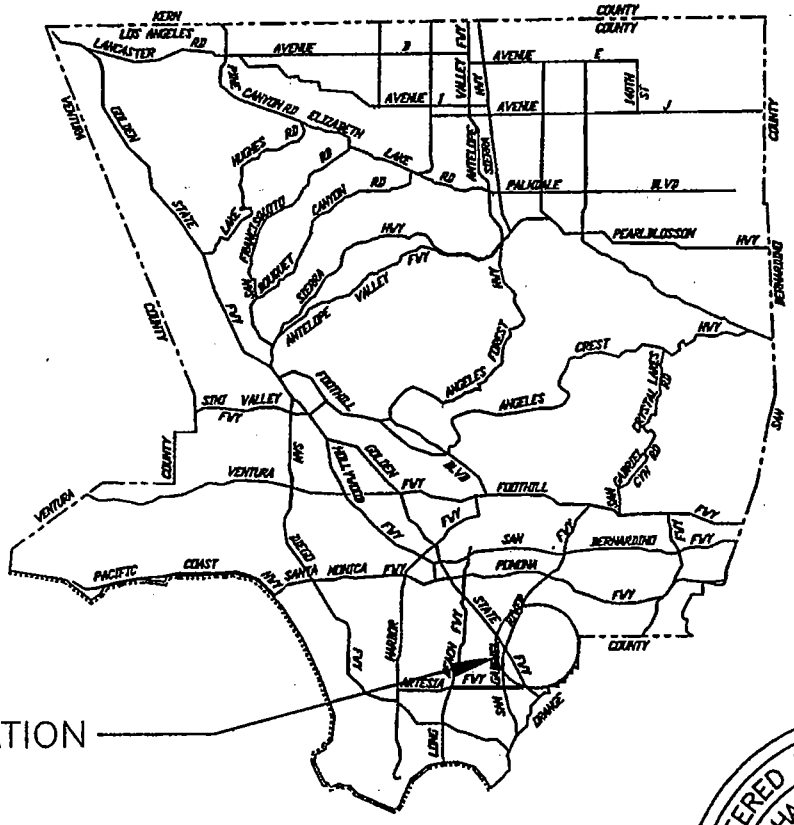
EXHIBIT G-4

LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT I.D. NO. RMD4145003

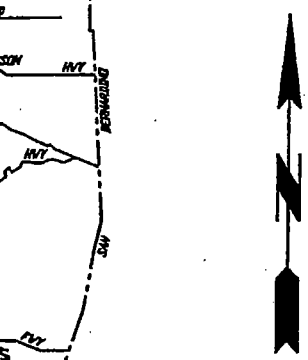
PRIME CONTRACTOR LICENSE REQUIRED: A or C27

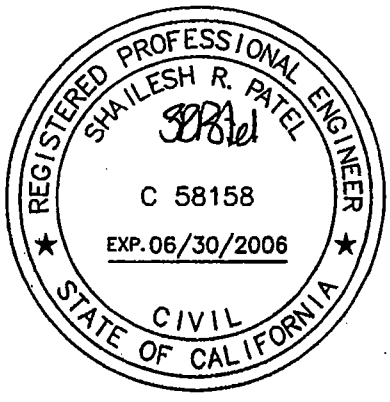
RD146/446 MEDIAN LANDSCAPE MAINTENANCE SERVICES



PROJECT LOCATION

VICINITY MAP
No Scale





INDEX OF SHEETS

SHEET	1	Title Sheet
SHEET	2	Median Location
SHEETS	3–5	Location Maps

APPROVED DONALD L. WOLFE DIRECTOR OF PUBLIC WORKS

BY _____ DEPUTY DIRECTOR DATE

SUBMITTED

_____ ASST. DEPUTY DIRECTOR–RD.MAINT.DIV. DATE

REFERENCES ROAD DIVISION 146 & 4
THOMAS GUIDE 706, 707

G.22

4/25/06
MAINT.DIST. 4 DATE

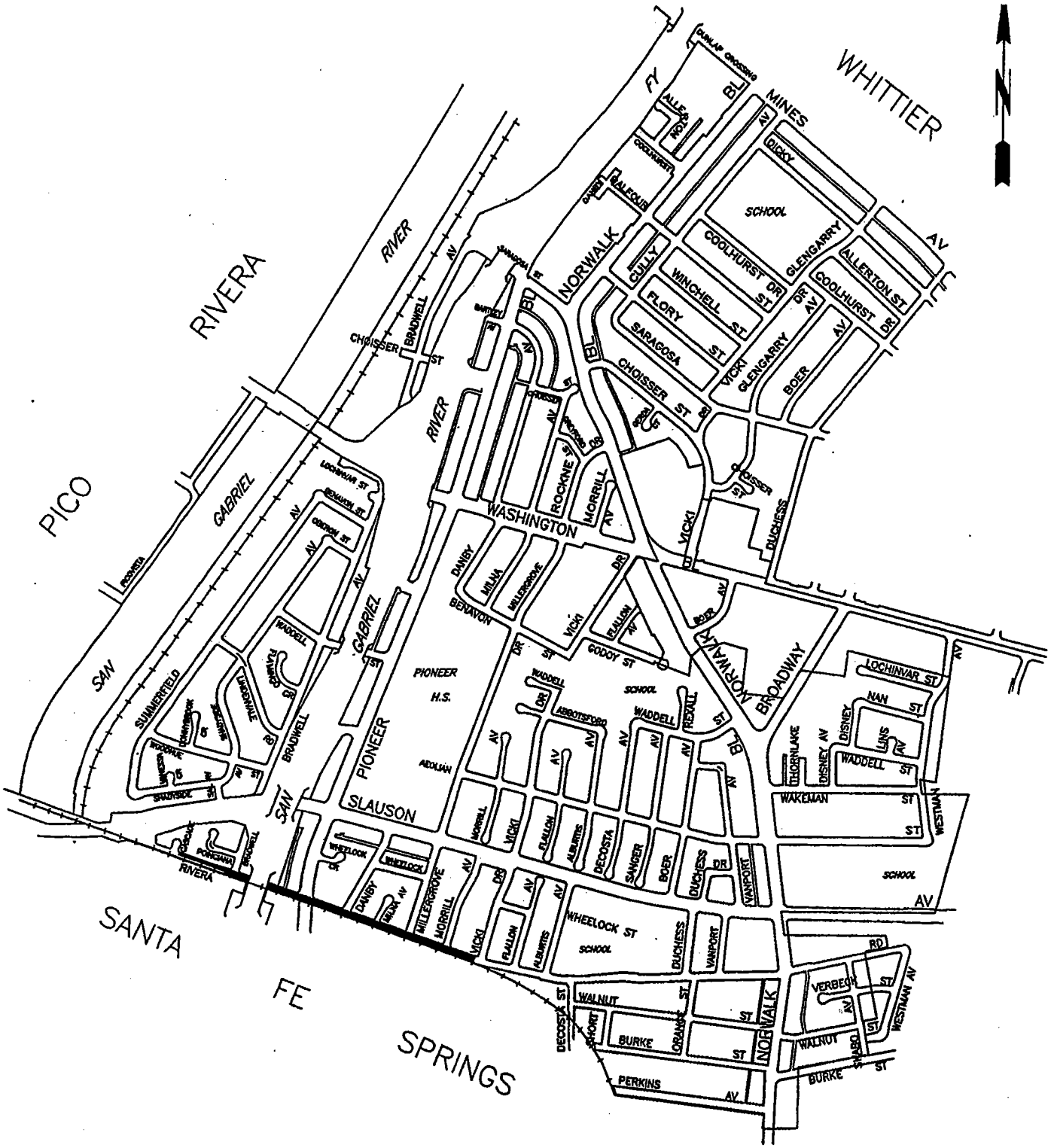
PROJECT ENGINEER	C.E. NO.
S. PATEL	C 58158

SHEET 1 OF 5 SHTS.

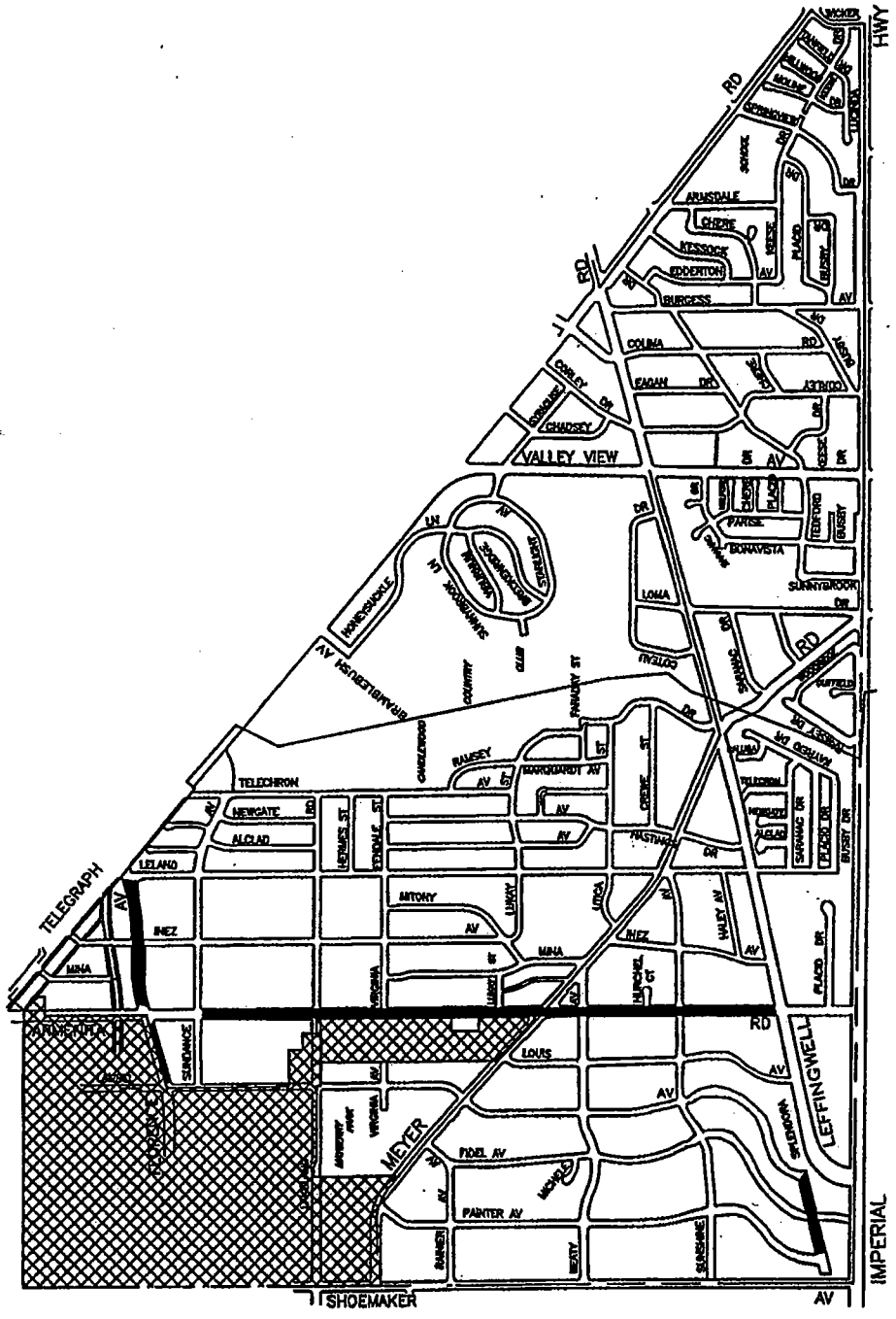
DWG. NO.

RD146/446 MEDIAN LANDSCAPE MAINTENANCE SERVICES

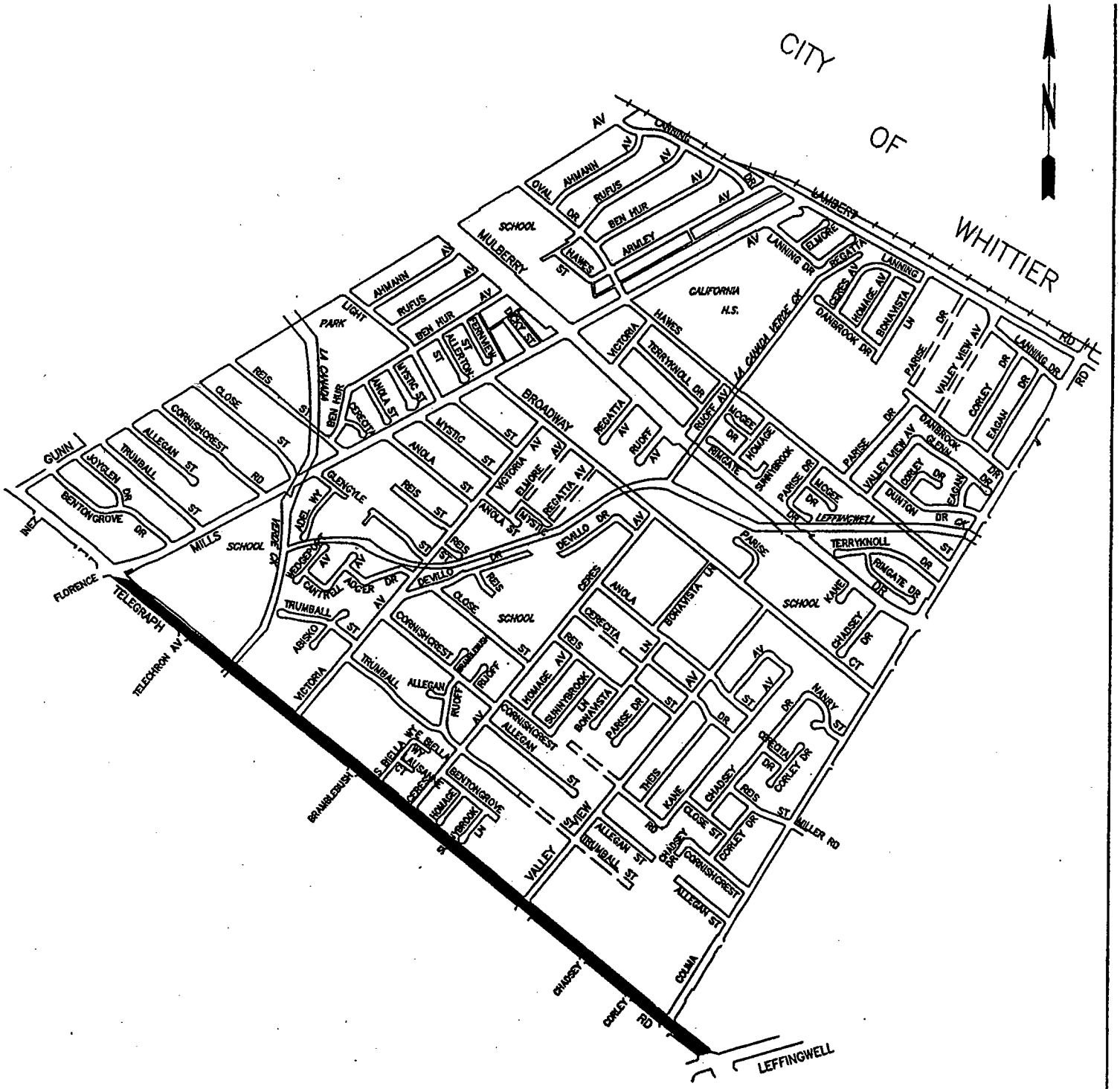
Location	Limits	Description (Area in Sq. Ft.)	Thomas Guide
Carmenita Road	Leffingwell Rd to Sundance Ave	Trees, Oleander Bushes and Hard Surface (41,470)	707, C5
Florence Avenue	Laurel Ave to Telegraph Rd	Trees, Grass, Bushes and Stamped Concrete (5,928)	707, B5 & C5
Hollydale Yard	Engineer's/Bridge Bldg and Garfield Ave	Trees, Grass and Bushes (11,020)	707, D6
Mills Avenue	205' North of Telegraph Rd to Mills Ave (NE Corner)	Trees and Bushes (4,120)	707, C5
Rivera Road	Cascade Dr to Vicki Dr	Bushes, Trees and Vines (14,872)	706, G1 & H1
Splendora Drive	Laurel Ave to Painter Ave	Trees (8,400)	737, B1
Telegraph Road	Mills Ave to Leffingwell Rd	Trees and Bushes (37,920)	707, D6



PROJECT NAME	RD146/446 MEDIA	CE SERVICES	PROJECT I.D. No. RMD4145003
		T.G. / FILENAME / SCALE / SHEET	



PROJECT NAME	RD146/446 MEDIA			CE SERVICES	PROJECT I.D. No. RMD4145003
PROJECT	DATE	C.E. NO.	T.G.	FILENAME	SCALE / SHEET



PROJECT NAME	RD146/446 MEDIAI		
PROJECT	C.E. NO.		

CE SERVICES			PROJECT I.D. No. RMD4145003
T.G.	FILENAME	SCALE	SHEET

EXHIBIT H
FORM PW-11

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

Application of **Minimum Requirements**

Application of **Evaluation Criteria**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor:_____

BOARD EXECUTE

AGREEMENT FOR
MONTROSE/ALTADENA MEDIANS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this _____day of _____, 2006, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and TRUGREEN LANDCARE, a general partnership (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, County of Los Angeles Department of Public Works (Public Works) has solicited statements of qualifications to identify one or more contractors qualified to provide landscape maintenance services under this AGREEMENT; and

WHEREAS, has reviewed and evaluated the statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works has found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statements of Qualifications issued on January 26, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bids issued on June 15, 2006.

AGREEMENT

NOW, THEREFORE, CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the COUNTY of the CONTRACTOR'S bid filed with COUNTY on July 3, 2006, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, the CONTRACTOR'S Statements of Qualifications, Exhibits A (Statement of Work), B (Service Contract General Requirements), C (Internal Revenue Service Notice 1015), D (Safely Surrendered Baby Law Posters), E-2 (Form PW-2, Schedule of Prices), F-2 (Form LW-8, Cost Methodology), G-2 (Location Maps), and H (Transmittal Form to Request an IFB Solicitation Requirements Review), all attached hereto and incorporated by reference in this AGREEMENT, are agreed by the COUNTY and the CONTRACTOR to constitute integral parts of this AGREEMENT.

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SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to Exhibit E (Form PW-2, Schedule of Prices), an amount not to exceed $45,236 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

THIRD: This Contract's initial term shall be for a period of one year commencing on August 20, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FOURTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit E-2, Form PW-2, Schedule of Prices.

FIFTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from the CONTRACTOR. The CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. The CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and an itemized cost of labor and material. Public Works will only pay for hours actually worked by the CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information it may deem necessary on the invoices. Public Works agrees to make payment to the CONTRACTOR within 30 days of the receipt of a properly completed invoice from the CONTRACTOR. Invoices shall be sent to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum, or such greater amount of compensation authorized by the Board.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

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EIGHTH: The CONTRACTOR shall not perform or accept work requests from Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions of the CONTRACTOR'S bid and/or Statement of Qualifications conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Should the COUNTY terminate this Contract for cause or should the CONTRACTOR request to be relieved from this Contract's requirements, the COUNTY at its sole discretion may not invite the CONTRACTOR to submit a bid for the replacement Contract.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

TRUGREEN LANDCARE, a general partnership composed of TRUGREEN LANDCARE, LLC, and TRUGREEN COMPANIES, LLC

By _____
Regional Operations Manager

_____
Type or Print Name

P:\aspub\CONTRACT\ROD\MEDIANS\2006 IFBs\AGREEMENT MONTROSE ALTADENA-new.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On 7/18/06 (Date), before me, Monica Quinonez, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jim Angel (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

MONICA QUINONEZ
Commission # 1618595
Notary Public - California
San Bernardino County
My Comm. Expires Nov 3, 2009

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

WITNESS my hand and ~~official seal~~.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Comprehensive Table of Contents

List of Items

A) Letter of Transmittal
B) Vendor's Capabilities
C) Work Plan
D) Quality Assurance Program
E) Subcontractors
F) Financial Statements
G) Licenses
H) Proof of Valid Insurance
I) Labor Regulations and Record Keeping Requirements
J) Additional Information
K) Forms List
L) Subcontractors Form List

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

February 21, 2006

Mr. Donald L. Wolfe
Director of Public Works
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

Re: **Statements of Qualifications for Landscape Maintenance Services**

Dear Mr. Wolfe:

TruGreen LandCare proposes to furnish all labor, material and equipment necessary as identified in the Scope of Work for each individual contract.

Said work shall be performed per requirements and scope of services. TruGreen LandCare agrees that upon acceptance of any individual contract, TruGreen LandCare will commence all services as specified in the term of the contract.

This letter also serves to authorize the following list of names of individuals authorized to represent TruGreen LandCare and to sign any binding contract or agreement on behalf of TruGreen LandCare:

David G. Evans
Branch Manager
1323 West 130th Street
Gardena, California 90247
Phone: 310/354-1520 Fax: 310/323-4780

Joel Gay
Branch Manager
1150 West Trenton
Orange, California 92867
Phone: 714/628-1010 Fax: 714/628-1011

Raitis Raisian
Branch Manager
1367 West 9th Street
Upland, California 91786
Phone: 909/920-4308 Fax: 909/920-9377

Gary Scott
Branch Manager
7755 Deering Avenue
Canoga Park, California 91304
Phone: 818/346-7552 Fax: 818/346-6752

Respectfully submitted,

Sergio Hernandez,
Regional Operations Manager

Vendor's Capabilities

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

BACKGROUND AND EXPERIENCE

TruGreen LandCare, a California General Partnership, founded September 1, 1998 through the successful acquisition of many top landscape companies, has many years of experience and knowledge to serve our customers. We provide professional landscape maintenance to many public works and high profile projects.

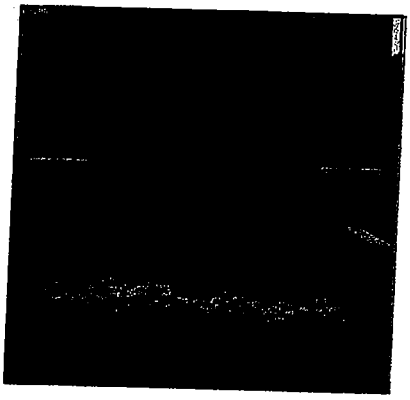
TruGreen LandCare has many branches that specialize in the managing of public works landscape maintenance contracts. We feel that by concentrating our efforts in one aspect of landscape maintenance, public works; that we have the knowledge and experience to provide our customer the type of service required for these government contracts.

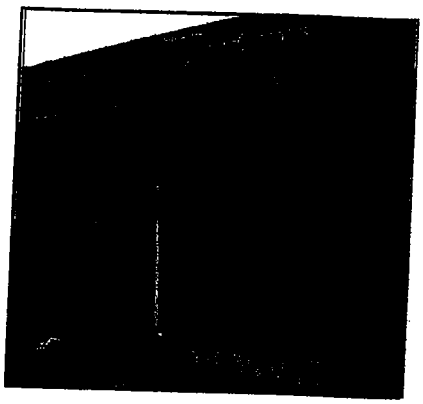
Our fleet of trucks and equipment includes small pick-ups, mowing equipment, carrier trucks, utility trucks, aerial towers and refuse trucks. In addition, we have several tractors as well as various other pieces of large equipment to provide for related services.

We have on-site shops; each supervised by a Shop Manager whose employees maintain company vehicles and miscellaneous equipment. The company employs licensed Pest Control Applicators, Certified Arborists, and Certified Tree Trimmers.

Our Supervisory Staff has both technical knowledge and practical experience in all phases of landscape services. We also provide continuing education through various seminars and classes in field related subjects.

Large enough to serve you. Small enough to know you.





In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

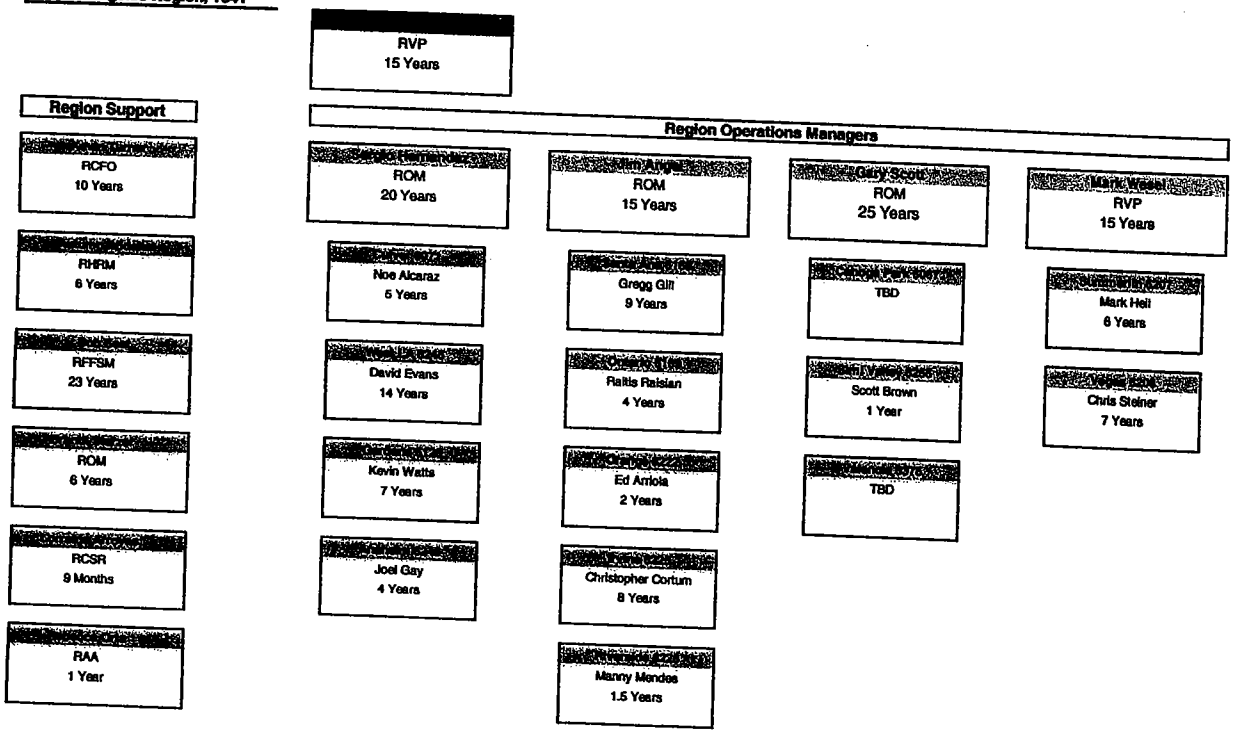
How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive *Initial & Follow-up* Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare

TRUGREEN LandCare™

Los Angeles Region, 1641



West LA / 6245

Legend

Number of employees who report to this person, not including themselves

Branch Manager
14 Years
32 | 212

Operation Management Staffing
Matt Marino
Operations Manager
1 Month

Sales Staffing

Admin Staffing

Office Manager
15 Years

Admin Assistant
3 Years

Admin Assistant
1 Year

Admin Assistant
1 Month

Mechanic staffing

Shop Manager
9 months

Candido Lozano
Mechanic
3 Years

Luis Gallardo
Mechanic
11 Years

Maintenance Production Staffing

Area Manager
3 Months
10 | 31

Supervisor
3 Years
1 | 7

Supervisor
11 Years
1 | 2

Supervisor
17 Years
2 | 4

Supervisor
12 Years
3 | 3

Supervisor
15 Years
2 | 10

Supervisor
15 Years
1 |

Area Manager
3 Years
4 | 17

Supervisor
3 Months
2 | 9

Supervisor
4 Years
1 | 2

Supervisor
19 Years
1 | 3

Area Manager
10 Years
2 | 26

Supervisor
20 Years
0.5 | 12

Supervisor
4 Years
0.5 | 7

Supervisor
3 Months
1 | 4

Area Manager
7 Years
4 | 32

Supervisor (Irrigator)
8 Years
1 | 8

Supervisor
8 Years
1 | 11

Supervisor
3 Years
1 | 7

Supervisor
2 Years
1 | 2

Area Manager
13 Years
2 | 15

Supervisor
7 Years
1 | 5

Supervisor
1 Year
1 | 8

Area Manager
4 Years
5 | 14

Supervisor
10 Years
1 | 4

Supervisor
6 Years
1 | 1

Supervisor
2 Years
1 | 3

Single Site Supervisor
5 Years
1

Supervisor
9 Months
1 | 1

Area Manager
1 Years
4 | 26

Supervisor
1 Month
1 | 5

Supervisor
6 Months
1 | 11

Supervisor
5 Months
1 | 3

Supervisor
1 Month
1 | 3

Supervisor
12 Years
1 | 6

Other Revenue Staff

Enhancement Mgr
23 Years
|

Enhancement Mgr (Arbor
13 Years
|

Supervisor (Arbor)
10 Years
| 6

Supervisor (Arbor)
5 Years
| 5

Supervisor
14 Years
| 2

Supervisor
7 Years
| 1

Supervisor
12 Years
| 1

Supervisor
4 Months
| 1

Misc Staffing

Oscar Garcia
BSCT
2 Years
| 0

Mow Crew Supervisor
22 Years
| 3

Acceptable Titles

nch Manager
erations Mgr
es Representative
ce Manager
ce Supervisor
in Assistant
hanic
ount Manager
a Manager
d Manager
ervisor
gle Site Supervisor
ancement Mgr
ation Tech
Tech

RESUME

Mark J. Wesel
3296 N. Sawtooth Court
Westlake Village, CA 91361
(805) 494-9107

OBJECTIVE

To excel at a highly responsible position where I can fully utilize my knowledge, capabilities and experience to develop, manage and a company to be the Best it can be.

EMPLOYMENT HISTORY

1990 - Present
TRUGREEN LANDCARE/CALIFORNIA LANDSCAPE MAINTENANCE, INC.
Regional Vice President (2003 – present)
Regional Manager (2002 – 2003)
Regional Operations Manager (2000 – 2002)
Branch Manager - Culver City Office (1998 - 2000)
California Landscape Maintenance Inc. Vice President/Branch Manager (1997- 1998)
Vice President/Corporate Sales Manager (1991-1997)
Salesperson (1990-1991)

Responsibilities/Capabilities

- Develop and implement a yearly budget of over $94,000,000.00
- Analyze and verify accuracy of monthly financials
- Assemble, Lead, and Develop personnel to accomplish set budgets and goals
- Oversee 2200 employees
- Manage Operations Managers, Branch Managers and Regional Staff
- Oversee the Safety and training of all employees
- Oversee, Motivate and Manage Regional Sales Manager and Sales Team
- Customer Care, Retention and Quality Control
- Arborist Consulting and Pest Control Management
- Responsible for Maintenance and purchasing of Equipment, Fleet and facilities.

1981-1990
VALLEY LANDSCAPE MAINTENANCE - Canoga Park, California
General Manager - (1986-1990)
Operations Manager (1984-1986)
Area Manager (1981-1984)

Responsibilities/Capabilities

- Managed landscape maintenance division
- Maintenance volume of $4,300,000.00 year
- Enhancement crews
- Irrigation Installation and repair crews
- Arborist crews
- Nursery division
- Sales staff
- Pest control operation
- Mechanics
- Responsible for135 Employees

1978 - 1981
CALIFORNIA LANDSCAPE INC. - Canoga Park, California
Landscape Area Manager

Responsibilities/Capabilities
- Supervision of landscape/irrigation installations
- Permit procurement, pre-job meetings with owners/architects, project material purchase, scheduling, problem solving/troubleshooting, quality control, inspection coordination, estimating and supervision of construction maintenance period following project completion.

1977 - 1978
SUPREME LANDSCAPE - Mission Viejo, California
Owner/Partner

Responsibilities/Capabilities
- Landscape/Irrigation Installations for Residential/Commercial
- Sales, Estimating, Purchasing, Customer Service, Accounts Payable/Receivables

1975 - 1977
CALIFORNIA LANDSCAPE MAINTENANCE, INC. - Canoga Park, California Area Manager

Responsibilities/Capabilities
- Commercial Site Maintenance
- Crew Supervision

1972 - 1975
GREEN THUMB NURSERY - Canoga Park, California
Salesman

Responsibilities/Capabilities
- Retail and Commercial Nursery Sales
- Plant Identification
- Customer Service
- Supervision

EDUCATION

Canoga Park High School - High School Diploma (Future Farmers of America)
Los Angeles Pierce College - Agriculture/Ornamental Horticulture

LICENSES

- California Landscape Contractors License C-27
- Certified Arborist
- California Certified Nurseryman
- California Pest Control Operator's License
- Certified Landscape Water Auditor

TRAINING

Seminars - Business, Management, Landscape, Landscape Maintenance, Irrigation, Pest Control, Arborist classes, Palm Care, Motivation and TruGreen seminars (Elements of Management, EEO Laws and Regulations, People Development, Interviewing and Hiring, Progressive Discipline and Sexual harassment training)

Curriculum Vitae

Sergio Hernandez
12332 Burl Avenue
Hawthorne, California 90250
310/973-2457

Experience

July 1984 to Present
TruGreen LandCare (formerly Landscape West, Inc.)
Regional Operations Manager

I am currently a Regional Operations Manager and am responsible for overseeing 3 Branch Offices, including the supervision of 3 Branch Managers and 657 employees. I am also responsible for the operations of the Tree Division for Orange, Los Angeles, San Bernardino and Riverside Counties.

When I started with Landscape West, Inc. in 1984, I was hired as a landscape laborer. My duties included mowing, edging, trimming, removal of debris and miscellaneous landscape duties.

In March of 1985, I was promoted to crew leader. I was responsible for the overall direction, coordination and evaluation of approximately 3 crews.

In September, 1987, I became a maintenance supervisor. I directly supervised the employees in the assigned work crews. I was responsible for interviewing, hiring and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

In September of 1998, Landscape West was bought out by TruGreen LandCare and I became a Branch Manager. I was responsible for scheduling and supervision of 12 Area Managers and approximately 210 landscape laborers and 5 office personnel.

In November of 2003, I became a Regional Operations Manager, which is my current position.

Education

Graduate of University High School, Los Angeles, CA

El Camino Community College, Torrance, CA
Courses taken: General Education, Horticulture

Certificates

- International Society of Arboriculture Certified Arborist License #WC1091
- State of California Qualified Applicator License #38484
- Three Year Graduate of Southwest Maintenance and Management School
- CPR/Firs Aid Certificate

Memberships

PAPA-Pesticide Applicator's Professional Association
International Society of Arboriculture (ISA)
Street Tree Seminar

JAMES ANGEL

6467 Hellman Avenue
Alta Loma, CA 91701
Home (909) 987-7341 - Work (909) 920-4308 - Cellular (909) 721-8227
Jim_Angel@landcare.com

OBJECTIVE

Regional Operations Manager Position

SUMMARY

Branch Manager, with over twenty years management experience, including fourteen years with TruGreen Companies.

EXPERIENCE

TRUGREEN COMPANIES 1989 – Present.

Branch Manager TruGreen LandCare Branch 6169, Upland, CA (2003-Present)
Responsible for the profitability and overall management, including production, quality, sales / marketing, and goal setting / achievement, of this $4 million branch in commercial landscape maintenance and design.

- Interview, hire, train, and supervise staff of 109 including direct reports of four Area Managers, one Branch Assistant, one Head Mechanic, and one Sales Person; assign work; evaluate performance
- Supervise quality of all products and services, customer retention, and satisfaction
- Develop pricing and communicate with prospective accounts; develop and implement internal marketing for existing properties
- Oversee bid preparation; interface with prospective customers to close new accounts and ensure customer service; resolve customer problems and concerns
- Review and monitor equipment maintenance programs

ACCOMPLISHMENTS:

- Awarded "Best Customer Retention in Region" 2003.
- Instrumental in developing and personally service the Hunt Enterprises account, a large multi-site commercial business development ($250,000 annual contract).
- Retained City of Diamond Bar and several other major accounts that had decided to cancel their accounts prior to my taking over this position.
- Developed a Routing System with the Regional Manager and enhanced the system to track efficiency on a daily basis.

Branch Manager TruGreen Chemlawn (1989-2003)
Responsible for the profitability and overall management of the branch, including production, quality, sales / marketing, and goal setting / achievement, in the sale and service of chemical products to primarily residential accounts.

- Hired, trained, and supervised a staff of 30
- Supervised quality of all products and services, customer retention, and satisfaction; developed pricing and communicated with prospective accounts; developed and implemented internal marketing for existing accounts
- Developed business relationships with the Counties of Los Angeles and San Bernardino and the Riverside Agricultural Department; oversaw bid preparation
- Reviewed and monitored equipment maintenance programs

ACCOMPLISHMENTS:

- Assigned to eight branches which were operating at a loss and successfully effected a turnaround at each to achieve budget goals.
- Awarded "Commercial Branch Manager of the Region" 1998.
- Awarded "Branch Manager of the Region" 1997.
- Developed year-end annual agricultural Inspector Training Guide now used in all branches in Southern California.

ALPHA BETA Various Locations in CA 1977 – 1989.
Store Manager - Responsible for the profitability and daily operations of the store.
Corporate Office (three years) - Responsible for 150 stores in Southern California.
Electronic Checkstand Coordinator - Responsible for the setup and management of check-stands and equipment for new stores; trained staff, ensured equipment installation and stocking; maintained new and existing electronic equipment.

MILITARY SERVICE

UNITED STATES AIR FORCE 1971 – 1975.
Sergeant Weapons Mechanic Honorably Discharged.

EDUCATION

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO/CALIFORNIA STATE UNIVERSITY, SACRAMENTO
General Education

Extensive sales, chemical, agriculture, and pest control training.
Attend annual PAPA seminars.

LICENSES AND CERTIFICATION

Qualified Applicator License; Class A Driver's License.

SPECIAL SKILLS

Computer literate

RESUME

DAVID EVANS
636 8th Street
Manhattan Beach, CA 90266
(310) 937-0566

OBJECTIVE

- To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

EDUCATION

- B.S. In Ornamental Horticulture – June 1991
  California State Polytechnic University, Pomona

CERTIFICATIONS:

- Certified Arborist WC-1588, International Society of Arboriculture
- Qualified Applicator, QL35859
- Agricultural Pest Control Advisor, AA-04232

EXPERIENCE

- Branch Manager, TruGreen LandCare - Branch #6126, Gardena, CA
  2002-present

- Operations Manager, TruGreen-LandCare-Branch #6126, Gardena, CA
  November 1999 to 2002

- Area Supervisor, Landscape West, Anaheim, CA
  June 1990 to November 1999

- Intern, Landscape West, Anaheim, CA
  June 1990-August 1990
  - Worked with Manhattan Beach maintenance crew
  - Assisted Pesticide Applicator
  - Worked with tree trimming crews
  - Worked with special project crew
  - Assisted both Area Supervisors and Operation Manager

- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA
  June 1988 to December 1989
  - Operated dump truck, tree chipper and other heavy equipment
  - Trimmed trees, shrubs and other ornamentals
  - Removed large trees

- Nursery Man, International Garden Center, El Segundo, CA
  October 1985 to August 1987
  - Sold plant material and garden supplies
  - Priced, stocked inventories and ordered merchandise
  - Designed and arranged displays

MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve
  Served from 1983 to 1992

JOEL GAY

488 W. Duarte #7
Arcadia, CA 91007

jg_1804@hotmail.com
239-289-2902

BUSINESS MANAGEMENT * FINACIAL STRATEGIES * METRIC FLUENCY * CONFLICT MEDIATION * PUBLIC RELATIONS

- Unyielding Processes Management, Personnel leadership and Profit Maximization.
- Innovative financial and operational strategies – analysis, design and implementation.
- Extraordinary communication skills, language mastery, organizational comprehension and motivational aptitude.
- Executive level responsibilities and excellence at "S-corporate" and Fortune 500 levels.
- Proven winner in Contract negotiations and settlements of numerous varieties.
- Continually problem-solve conventionally or unorthodoxly specific to the fact patterns and or nuances of a given dilemma.
- PR campaign formation and execution in line to Executive and or IO Department directives.
- Facility in private-to-public sector transactions – holistic understanding of both Municipal and Federal "Request For Proposal" processes – and a lengthy track record of successful contract and revenue acquisitions therewith.
- Recognized within and without various organizations as a trendsetter and blue-chip asset.

Managerial Experience

Branch Manager
TruGreen Landcare / Service Master Fortune 500

PROFIT AND LOSS RESPONSIBILITIES

- Full P&L responsibility for one of TruGreen Landcare / Service Master's largest business unit – $9.5 million gross annual revenue: Ensure integrity and accuracy of Work Order, Purchase Order and Accounts Receivable reports, Payroll Register and P&L statement generally; that all figures accurately represent the above indicators and the current accounting period.
- Communicate and articulate financial data directly to Regional Vice President and Regional Operations Manager.
- Monitor supplemental-revenue to regular-revenue penetration rate for individual accounts and business unit entirely.
- Monitor and adjust direct cost trends to maintain or surpass Executive established Gross Margin goals and Gross Revenue-to-Net Profit conversion ratios.
- Calculate and manipulate non-exempt / direct labor trend daily in lieu of weekly forecast and trend.
- Interpolate and extrapolate all accounting outputs for weekly forecast.

- Analyze the last 3-months within current fiscal period to assemble quarterly forecast.
- Construct future-fiscal-year budgets based on the 3-previous fiscal periods, current fiscal performance and Executive directives.
- Design and implement quarterly and yearly financial strategies based on actual growth / sales, penetration rates and above and below the line cost trends.
- Consult internally for other business units as it pertains to Annual-Budget formulation.

ACCOMPLISHMENTS:

Under my leadership, the branch trends to establish several precedents within the Region and possibly within the Organization generally – per fiscal year 2005. Of paramount mention, the largest year-over-year Net Profit gains recorded: 400k projected. This is particularly germane when considering the previous year of performance, which yielded negative net profit gains. This year's performance is so despite a $3 million gross revenue reduction year-over-year – a reduction representative of a massive reorganization plan designed and implemented by myself in conjunction with Executive directives. Direct costs and Indirect Costs have been reduced by 7.5% & 2% respectively. Exhibiting shrewd and strategic cost control and profit maximization, despite a 19% decrease in penetration, the branch has boosted Gross Profit by 7.5%. Based on this performance, the Branch is a believed to be a candidate for "Turn around Branch of Year" & "Branch of The Year," nationally and regionally.

OPERATIONAL RESPSONSIBILTIES

- Full responsibility for the operational performance of a $9.5 million business unit.
- Oversee 160-235 employees, directly supervise 10 managers, 5 Office personnel.
- Train, advise and direct Management and Office staff in accordance to Company guidelines and current strategies.
- Prefect and conduct weekly operations meetings with Management and Office Staff.
- Develop job-specific sales / bidding strategies based on past and current penetration rates.
- Developed and implemented an Employee Development and Career Path program specific to business unit, resulting in the promotion of 3 staff members from Supervisor to Area Manager.
- Mediate conflicts deserving of upper-management intervention.
- Enforce company guidelines, ethical codes, policies etc. through progressive discipline.
- Coordinate route and operational logistics to increase quality of service / product and field efficiencies; thus increasing productivity.
- Maintain and manage 160 vehicles and $.5 million in equipment assets, in accordance to OSHA and Fleet Guidelines and regulations.
- Lead, Supervise and Implement Safety Program in coordination with Organization Policies and Guidelines.
- Correlate field inputs with financial outputs to achieve cohesive strategies.

ACCOMPLISHMENTS:

Represented in the 7.5% overhead decline year-over-year is a significant decline in TICR (total, incident, case, rate), the metric by which Service Master measures and gauges Workman's Compensation costs and Insurance trends generally. As a result of the Safety Plan and subsequent enforcement, the Branch has reduced its TICR by 3.2%; which positively affected revenue driven insurance costs, as the organization is self-insured.

Branch Manager In Training / Area Manager
TruGreen Landcare / Service Master Fortune 500

FINANCIAL RESPONSIBILITIES

- Assisted Branch Manager in ensuring credibility of all P&L functions.
- Performed preliminary weekly and quarterly forecasting in accordance to Branch directives and financial strategies.
- Assisted Branch Manager in formulating current and future fiscal strategies.
- Successfully implemented Financial Strategies designed by Executive and Branch Management.
- Performed a series of analyses aimed at quantifying profit loss due to employee turnover; and thus created performance-based incentive programs and systems whereby turnover decreased.
- Managed $1.2 book of work primarily consisting of H.O.A. and Industrial Properties. Maintained 52% Gross Margin throughout.

ACCOMPLISHMENTS:

As Branch Manager in Training, the Naples Branch witnessed record setting net-profit gains from a dollar and percentage standpoint.

OPERATIONAL RESPONSIBILITIES

- Secondary authority for operational performance of a $9 million business unit: Customer Interfacing, Community Relations, Route Logistics, Crew Management, Emergency Duties.
- Employee development, training, progressive discipline, sales strategies.

Vice President
Lawnscapes Inc.

FINANCIAL RESPONSIBILITIES

- Executive-responsibility of all P&L functions for a $1.2 million S-Corporation: Ensured the credibility of monthly, quarterly, annual and IRS reporting. Managed liquid and fixed assets. Controlled capitol growth. Secured capitol gains and dividend disbursement
- Oversaw the legal, financial and operational formation of company.
- Authored entirety of business plan: 5-year projection, zero-based budgeting and credit / debt estimations.
- Acquired necessary financing for company launch and residual operating expenses.
- Negotiated and secured financing for 3 separate acquisitions; which provided the company with its initial revenue base.
- Monitored variable interest rates, refinancing and consolidating debt at lows thus decreasing overhead and increasing monthly net profit.

- Through acquisitions and Sales initiatives, grew revenue base from $.25 million to $1.2 million in 13 months.
- Year-end fiscal period yielded $300k, 25% net profit gains – 24% ahead of year-one projection as detailed in original business plan.
- Successfully negotiated and administered the sale of Lawnscapes Inc. to Davie Inc. in first month of fiscal year 2. Transaction details are proprietary.

ACCOMPLISHMENTS:

Although no longer in existence, Lawnscapes Inc. is still recognized throughout Florida's Gulf Coast business community as of the most successful enterprises in recent years. Under my leadership and direction, the company witnessed of the more rapid ascents to +$1 million reporting. Because Lawnscapes' growth and success were achieved via disciplined stratagems, capitol over-extension did not occur; a common affliction amongst S-Corps of all kinds. Now within the umbrella of Davie Tree Inc., the revenue and contracts therewith remain profitable.

Employment History

- ✓ TruGreen Landcare / Service Master: October 2003 to Present.
- ✓ Lawnscapes Inc.: January 2002 to September 2003
- ✓ GDC Constructors: April 2001 to December 2001

Education

B.A. Liberal Studies / English - Saint Thomas University 2001 – Miami, Florida

Leadership / Extracurricular

Not For Profit Volunteer and Program Coordinator

- ❖ Volunteer for the Coalition of Immokalee Workers, Florida Immigration Advocacy Center.

Raitis Raisian

6518 Red Oak Dr.
Corona, CA 92880
(951) 280-0190 • Email: raitisr@yahoo.com

HIGHLIGHTS

Knowledgeable manager experienced in strategic planning, operations management and business development within the nursery and landscape industry. Energetic, self-motivated professional with a successful track record who possesses a proven ability to increase revenue, profit and customer satisfaction. Experienced in all phases of directing and working with other managers, crew leaders, laborers, salespeople and operational support staff using a "hands on" management style to achieve corporate goals. Positive leader who puts people first and has continually demonstrated attention to detail and effective written & verbal communication skills.

EXPERIENCE

TRUGREEN LANDCARE — Ontario, CA

America's largest landscape company that provides various landscape related services to commercial customers through out the United States. Company services include, landscape management, landscape installation, tree care, water management, nursery management and sports turf management.

Branch Manager — 2001 - 2005

Responsible for managing, training, developing and directing the company's largest branch which produces over $12 million in annual revenue. Daily responsibilities include overseeing all aspects of operations, sales, finance and personnel to ensure achieving or exceeding company goals. Currently manage 8 Area Managers and approximately 250 employees to ensure all branch departments (sales, landscape maintenance, arbor care, enhancements and landscape installation) are operating safely and profitably. Financial responsibility includes creating, developing and accurately monitoring all financial aspects of the branch including budgeting, forecasting, profit & loss and managing labor and product costs. Current customer base of more than 200 accounts includes municipalities, homeowner associations, apartments, commercial business parks, hotels, banks, churches and other various other types of commercial businesses.

ROGER'S GARDENS NURSERY & LANDSCAPE — Newport Beach, CA

A high-end specialty retailer that leads the industry in the selection and merchandising of a variety of high quality products including annuals, perennials, trees, shrubs and specialty color. Also specializes in the design, installation and maintenance of premier landscapes for commercial and residential clients.

General Manager — 1995 - 2001

Responsible for directing the recruiting, staffing, training, selling, marketing, budgeting and overall operations of $16 million company. Scope of responsibility was diverse and included controlling all budgets including payroll and P&L statements, overseeing profitability, sales, revenue growth and managing a staff of 120 through ten supervisors.

SUNBELT NURSERY GROUP — San Juan Capistrano, CA

A $125 million national retail chain of stores that specialized in providing expert knowledge and assorted nursery and landscape products.

Operations Manager — 1994 - 1995

Managed the company's largest location by directing a team of 60 employees and overseeing all aspects of sales, production and inventory control including product selection and management.

FLOWERDALE NURSERY & LANDSCAPE Santa Ana, CA
First-class multi-store retail operation that emphasized high quality merchandise and exceptional customer service to an upper scale clientele.

Manager 1988 - 1994
Responsibilities included staffing, customer service and overseeing the day-to-day operations of retail store. Also oversaw the landscape department that specialized in the design and installation of new landscapes for residential clients.

EDUCATION

California State University, Fullerton
Bachelors of Arts Degree in Business Administration - Management

Fullerton College
Associate of Arts Degree - Mathematics and Engineering

Advanced California Certified Nursery Professional (ACCNP)

Expert computer skills in all current computer software including Microsoft Word, Excel, Outlook, MapPoint as well as extensive knowledge in using the Internet as a company improvement and cost saving tool.

15457 Mallory Court
Moorpark, CA 93021
805-523-1747
gary_scott@landcare.com

Gary W. Scott

Objective

Senior management position where my management skill and industry knowledge, will make a significant contribution to the success of the organization.

Professional Experience

1998-Current TruGreen Landcare Canoga Park, CA

Branch Manager - Maintenance Simi Valley, CA

- Responsible for management of all Branch operation aspects including daily field and administrative operations, budgeting, branch sales, fleet and equipment maintenance.

1995–1998 California Landscape Canoga Park, CA

Principal

- Initiated Culver City Branch adding $2.5 million/year of business.
- Managed Cal-American Mulch: green waste recycle operation.
- Purchased new vehicle fleet and improved existing fleet.

1992–1995

Vice President – General Manager

- Implemented effective safety program.
- Established employee sales/referral incentive & bonus program.
- Organized foreclosed home clean out operation.
- Improved office/field technology

1984-1992

Vice President – Branch Manager

- 30% increase in maintenance/extra work contract.
- Created tree-trimming operation.
- Developed successful sales team.
- Increased profits by initiating quality control and time productivity improvements in office and field

1978-1984

Maintenance Supervisor

- Implemented profitable project budgets.
- Managed maintenance of large commercial properties.
- Supervised 20 crews.
- Provided service oriented customer relations/sales.

1977–1978 Supreme Landscape Orange County, CA

Owner/Partner

- Supervised landscape and irrigation installation.
- Provided service oriented customer relations/sales.

1975–1977 California Landscape Canoga Park, CA

Foreman/Crew Leader

- Managed maintenance crew of large commercial properties.

1972–1975 Green Thumb Nursery Canoga Park, CA

Salesperson

- Retail/commercial nursery salesperson – Shift Leader
- Plant identification/inventory

Education

1973 Chatsworth High School Chatsworth, CA

- High School Diploma

Licenses

California Pest Control Operator

Certified Arborist

Matt Marino
6773 San Alto Way
Buena Park, CA 90620
(714) 826-5915

WORK EXPERIENCE

2005 – Present

TruGreen LandCare, Gardena, CA.

Operations Manager

1998 – 2005

Original Landscape Maintenance, Buena Park, CA

President: Hired, trained and managed employees ranging from maintenance managers, supervisors, extra work crews and office personnel.

Achievements:

* Developed annual contracts from $ 150,000 to $ 2,200,000 in a 3-year period.
* Increased annual profits from 30% to a company high of 50%
* Implemented a work injury prevention program resulting in a notable reduction in workers compensation claims. Lowering premiums by 15%.
* Achieving a personal and company goal of establishing and maintaining high client satisfaction and retention.

1995 – 1998

A Growing Concern Landscape, Huntington Beach, CA.

Maintenance Manager: managed and mentored area supervisors in all aspects of landscape maintenance and extra work projects.

Achievements:

* Organized and scheduled all maintenance, tree trimming, irrigation, chemical and renovation operations.
* Saved 5% on all materials and supplies through shopping best rates and product.
* Increased annual maintenance portfolio from $480,000 to $1,020,000.
* Increased existing contract annual extras from $10,000 (2%) to $153,000 (15%) a 13% annual increase.

CERTIFICATION

State of California Qualified Applicators Certificate

LICENSING

State of California Contractors License C27HIC

EDUCATION

Fullerton Junior College – Fullerton, CA.
Completed 18 – month course: Landscape Architecture

California Landscape Contractors Association (CLCA)

Company sponsored training programs:

- Water Conservative Management
- Green Waste/Recycling Management
- Pest Management
- Safety Training Programs
- Workers Compensation
- Arbor Care

* Currently studying and testing Scheduled for my Certified Arborist License

PERSONAL

Married with 3 children.
Interests: Weight training, gardening, family
Personal Accomplishments: Have won 2 amateur bodybuilding titles

Chris Daugherty
714 S. Hollenbeck St.
West Covina, CA. 91790
(626) 332-5036
Cdaug8@aol.com

PROFILE

Experienced Landscape Manager with more than 20 years in Management and nearly 30 years of field experience, including Commercial, municipal, and residential projects in both maintenance and construction.

WORK HISTORY

Dec 1992- Present

Area Manager
TruGreen LandCare
Gardena, CA.

Responsibilities:

- supervise operations
- scheduling, hiring/firing, purchasing
- job walks/inspections
- served 6 years as Branch Safety Mgr. ran Branch Safety Program, reported and managed injury/vehicle accidents and shaped tailgate training program

Sep 1998- May 1999

Regional Safety Manger
LandCare
Anaheim, CA.

Responsibilities:

- shaped policies and procedures
- coordinated Safety Training Program
- managed Accident Review Committee
- developed safety training material

Aug 1996- Jun 1997

Operations Manager
Landscape West, Inc.
Anaheim, CA.

Responsibilities:

- ran municipal and commercial maintenance contracts, managed 4-5 Area Managers and 80-100 workers

Jun 1992– Nov 1992 **Maintenance Supervisor**
Executive Landscape
La Verne, CA.

Responsibilities:

- supervision of 25 workers
- scheduling, purchasing, hiring/firing
- inspections

Note: company was purchased by Landscape West, Inc. 12/1/92

Oct 1989- May 1992 **Assistant Superintendent**
Hacienda Landscape
Walnut, CA.

Responsibilities:

- supervision of maintenance and construction crews
- resolve "punch list" work
- Worked with general contractors, inspectors, architects, and project owners.

EDUCATION

Jun 1976- Jun 1982 Cal Poly Pomona
Pomona, CA.

B.S. Ornamental Horticulture

Sep 1973- May 1975 University of New Hampshire
Durham, NH

2 years Liberal Arts

SKILLS

- Management/Supervision
- Spanish speaking
- QAL Pesticide license
- Plant identification

REFERENCES

Available upon request

Edwin Vargas

3330 Thomas Ave.
Palmdale, CA 93550
661/ 533-1795

Experience:

2001 - Current
Sales / Operations Manager Arbor Division **TruGreen LandCare – Canoga Park**

- Business Development: Responsible for analyzing current market and competition. Capitalizing on competition weakness, renegotiate pricing, volume and terms as appropriate. Work as a team member through channels to identify new business and achieve new sales and profit.
- Follow up on the performance of each sale to secure customer satisfaction.
- Oversees production of crews, determines resource needs of crews.
- Conducts training sessions on new techniques and relays new information on industry changes.
- Make sure contract inspector and / or supervisor are satisfied and ensure customer service.
- Holds current Arboriculture Certification WE-6299-A.

1987 – 2000
Certified Arborist / Project Manager **McCullough's Tree Care**

- Project Management; responsible for 8 employees.
- Responsible for developing and monitoring job expenses and budgets.
- Provide excellent customer service and develop long term relationships.
- Responsible for enforcing safety rules and training.
- Participate and conduct regular training sessions to ensure proper use and care of inventory, company vehicles, equipment, materials and tools.

Licenses
California commercial drivers license class A
ISA Certified Arborist WE-6299-A
Qualified Application license QAL-37307
Electrical Hazard Awareness Program certificate
First Aid and CPR certified

Scott G. Rogers
17436 Lull Street
Northridge, CA 91325
818/757-1998

Experience:

1999 - Current
Certified Arborist/Project Manager TruGreen LandCare Canoga Park

- Project management, responsible for 30 employees
- Responsible for scheduling timely servicing, quality of product and service performed
- Responsible for monitoring and managing the job expense and budgets
- Provide quotations for supplemental work and special projects to improve arbor care.
- Provide excellent customer service and develop long-term client relationships
- Participate and Conduct regular training sessions to ensure proper use, care and inventor of company vehicles, equipment, and tools.
- Safety training
- Holds current arboriculture certification WE-3140A

1993 – 1999
Certified Arborist/Foreman Golden Bear Arborists

- Company representative for the palm trimming contract for City of Pasadena.
- Supervised trimming and removals for the Malibu fire contracts
- Safety office for Goldenbear foreman and personnel; annual performance evaluation for employees
- Company representative to maintain the tree inventory for City of Irvine
- Experience in tree equipment, aerial lift, skip loader, front end loader
- Related skills, irrigation systems, cable and rods, blue print reading, accurate record keeping, line clearing.

1991 – 1993
Crew Supervisor Gene Flietas Construction
Installation and maintenance of exterior structures and planting, lighting and irrigation systems, flagstone patios, and installation of shade and ornamental trees.

Licenses

California commercial Drivers License Class A
ISA Certified Arborist WC-3140
Qualified Applicator Certificate QC-20249
Electrical hazard awareness program certificate
First aid and CPR certified

OSCAR GARCIA
250 West 67th Way
Long Beach, Ca. 90805
310) 631-8478

OBJECTIVE: To secure a position where my abilities can be utilize and new skills can be learned, while making a significant contribution to the success of my employer.

EXPERIENCE:

7/03-Present **Branch Safety Training Coordinator** at TruGreen Landcare. Oversees all operations to insure that company safety rules are being followed and enforced. Prepare reports, maintain records and investigate accidents as needed. Coordinates and conducts all training with employees. Orders materials and supplies. Maintains inventories. Coordinates fleet services and vehicle maintenance. Responds to requests and complaints from clients, insurance companies, and the public. Disciplines personnel.

3/02- 10/02 **Park Maintenance Supervisor** at the city of Azusa. Administration of contracts. Supervise and trained personnel on construction and maintenance. Responded to work requests, and complaints. Conducted safety meetings, evaluate and disciplined personnel. Ordered materials, vehicles, and equipment. Scheduled personnel duties and special projects. Prepared and administered a million dollars annual budget. Saved over ninety thousand dollars in operations.

6/91-3/02 **Public Works Supervisor** at the city of Bell Gardens. Administration of contracts. Responsible for the construction, and maintenance of parks, medians, buildings, and facilities. Improved and repair irrigation systems, landscape areas, electrical, plumbing, and buildings. Maintenance of pool equipment, lakes, trees, vehicles, fences, water pumps, restrooms, painting and graffiti removal. Identified and control pests, diseases, and weeds. Ordered of materials, vehicles, and equipment. Installation, and repair of sidewalks, streets, asphalt and concrete. Conducted safety meetings and training, evaluate and discipline personnel. Scheduled of personnel work duties, special projects, and coverage of events. Responded to work requests, and complaints. Prepared and administer a million dollars annual budget.

3/91-6/91 **Pesticide Spray Specialist** at the University of Long Beach. Responsible for the identification and control of pests, diseases, and weeds. Ordering of materials, supplies, and equipment. Maintained records, reports, and inventory. Devised and applied preventive measures as necessary. Responded to work requests and complaints. Schedule vehicle maintenance.

6/81-12/90 **Field Manager / Quality Control** at Murray's Landscape Inc. Administration of commercial and municipal contracts. Supervision of subcontractors of various trades. Identified and control pests, diseases, and weeds. Ordering of materials, supplies, vehicles, and equipment. Scheduled and maintained records of vehicle fleet maintenance, and inventory. Revised blueprints and sketches. Designed and installed improvements. Conducted safety meetings and training. Hired, trained, supervised, evaluated, and disciplined personnel. Responded to work requests, and complaints. Computerized inventory, reports, truck routes, and maintained profitable operations. Managed all field operations. Annual operational budget over six million dollars.

EDUCATION

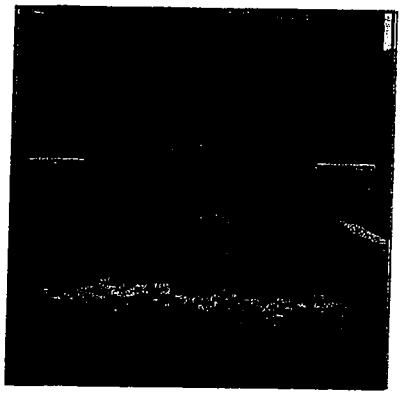
Certified Playground Safety Inspector. NPSI # 7585-0604. 2000.
Bachelor of Science in Business Administration. Columbia State Univ. 1997.
Certified Arborist. # WC-3033. 1996.
AA Business Administration. Compton College. 1995.
Pacific Southwest Maintenance Management School. 1995.
Backflow Prevention Device License. # 22071. 1992.
Horticulture Certificate. California Polytechnic Univ. Pomona. 1991.
Qualified Applicator License. # 38752. 1983.
Qualified Applicator Certificate. # 48784. 1982.

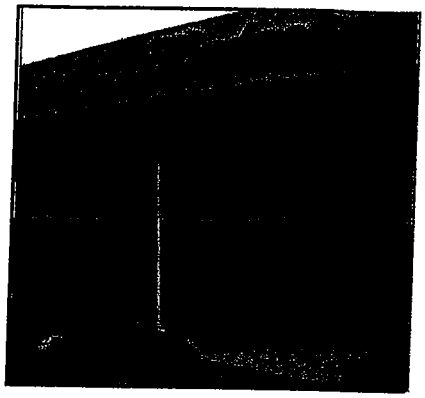
SKILS

Word processors, spreadsheets, and databases experience and office equipment.
Operate large and small construction vehicles and equipment.
Bilingual English / Spanish.

Work Plan

Large enough to serve you. Small enough to know you.





In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive *Initial & Follow-up* Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare

Service Offerings

As landscape experts, it's our job to provide exceptional care for your turf, plants, and trees. We offer more than simple maintenance for your landscape. We are a ***business partner*** who knows how to stay within your budget, a ***marketing partner*** who knows that the landscape makes an important first impression on customers and tenants, and an ***operations partner*** who knows the importance of fast, proactive service.

TruGreen offers:

- Sports Turf Division
- Insect and Disease Control
- Complete Landscape Enhancement Services
- Tree and Shrub Care
- Certified Arborist Division
- Seasonal Color Planting
- Exterior Holiday Lighting
- Irrigation System Design, Installation and Management
- 24 hour Call Emergency Service
- Landscape and irrigation designers on location

Landscape Installation Services

Whether you're a large or small, local or nationwide, TruGreen LandCare can deliver professional, worry-free service for the type of landscape installation you require.

We are known for our award-winning landscape designs. Our professionals have the resources to offer value-added services, including design/build, irrigation installation, renovation, project planning and coordination, complete contract administration, estimating, and customized reports.

Water Management Services

Many of our customers turn to TruGreen LandCare as a partner in progressive water management. Inefficient watering can adversely impact both budgets and the environment. TruGreen LandCare helps customers maintain their beautiful landscapes and valuable investments through:

- Water Audits
- Use Analysis
- Central Control System Installation and Monitoring
- System Mapping
- Annual Water Budgeting
- Shared Savings Agreements

Tree Care Services

Trees are considered an extremely valuable asset to your landscape, giving your property a unique appeal to customers, tenants, and employees. Rely on our TruGreen LandCare Certified Arborists and professionally trained tree care specialists to help keep your valuable investments on a well-managed maintenance program. Designed to keep trees healthy, strong and beautiful, our tree care program includes:

- Planting
- Pruning
- Transplanting and Removal
- Diagnosis, Appraisal and Evaluation
- Inventory and Management Programs
- Root Pruning and Barriers
- Cabling and Bracing
- Stump Removal
- Insect and Disease Control
- Fertilization
- Emergency Response

Specialized Services

If your project requires extensive landscape expertise and reliable service, then TruGreen LandCare is the partner for you. We offer many specialized services to address your needs, including:

- Landscape Preservation and Wetland Restorations
- Nursery Operations
- Sports Turf Management
- Green Waste Management/Recycling
- Plant Inventory Programs
- Exterior Lighting
- Golf Course Maintenance and Management

TruGreen LandCare Value Proposition Statement

"TruGreen is committed to the delivery of exceptional Landscape Services, a commitment ensured by our dedication to client communications, incomparable quality and a resolve to provide cost value for our service offerings."

Employee Screening and Security Policy

Before beginning work all TruGreen Employees are screened for the following:

- **Drug Testing:** TruGreen employs independent drug testing labs to screen for evidence of drug use. TruGreen has a zero tolerance policy in this area.
- **Social Security Checks:** Every employee is required to provide proof of eligibility to work in the United States.
- **Criminal Background Check:** Every employee is screened for a criminal background check. Any evidence of a felony record will disqualify a person from employment.
- **MVR Check:** Before operating a company vehicle on public or private roads, the employee will be subject to a Motor Vehicle Records check. One or more moving violations disqualify a person from operating a company vehicle.

Employee Code of Conduct on the Job

- No alcoholic beverages permitted on property.
- No employee shall be intoxicated while on property.
- Employees must be clean, neat, and wear a proper uniform bearing TruGreen LandCare's name.
- Employees must use proper safety equipment: steel-toe boots, safety vests, safety glasses, and earplugs.
- Show respect to all individuals on the property at all times.
- No weapon of any kind is permitted.
- The use of profanity or provocative language is prohibited.
- Contractor shall not allow unauthorized persons on property.
- No radios or loud music on property.

Certified Landscape Technician Training:

- TGLC encourages and sponsors employees for advanced education to become a Certified Landscape Technician, QAL and QAC.

Each employee has the opportunity to advance individual skills through advanced training programs in the area of Irrigation Technician, Chemical Technician, Enhancement Supervisor, Crew Leader and Area Manager

Safety First

It's TruGreen LandCare's goal to provide a safe workplace by elimination or control of known and potential safety and health hazards that our employees may face on the job. TruGreen LandCare prides itself on safety awareness and it is everyone's responsibility in all operations and at all levels. Safety is an integral part of our employee orientation program. It is mandatory for employees to attend the weekly safety meetings and acknowledge attendance by signing in. Our "Safety Pays" program creates an awareness and incentive to work safely. TruGreen LandCare employs a Regional Technical Manager (RTM), Regional Fleet and Safety Manager (RFSM), and a Divisional Risk and Safety Manager (DRSM). Each branch office employs a Branch Safety & Training Coordinator (BSTC).

TruGreen LandCare adheres to all current CALTRANS road safety and lane closure procedures. Branch Managers, Area Managers and Crew Leaders all take an active part in training, educating and implementing safety guidelines. TruGreen LandCare employs a full-time certified mechanic that is solely responsible for maintaining the safe operation of equipment. All manufacture specifications are strictly adhered to and charted for ease of tracking maintenance and repair requirements. National vendors also contribute to the safety and training program by sponsoring operational and educational seminars.

Key Points:

- TGLC employs Regional Safety Coordinators, Branch Safety Coordinators and Fleet Managers throughout the company.
- All TGLC employs complete a safety orientation and must pass a pre-employment drug screen test.
- TGLC implements Safety Pays Policy and rewards employees with raffles and BBQ's for Accident Free Months.
- Weekly and monthly safety meetings are held at the branch location every Friday morning throughout the year. Companywide safety meetings are held quarterly.
- Annual Pesticide Training, including Right to Know training, is provided yearly. Monthly training is held for new employees. MSDS sheets are available at the branch office and copies are kept in all TGLC vehicles.
- All employees who drive company vehicles must take a defensive driving course annually. Cameras are installed in many of our vehicles to support our strict safe driving standards.

Personnel Training

All crewmembers participate in our Gardeners Level I, and Level II Certification and training program. This training and certification gives all crew members a guideline to be able to rise within TruGreen LandCare as well as improving customer satisfaction.

In Gardener Level I Certification, new personnel are trained and certified in human resources, safety, back injury prevention, proper fuel safety, blower operation, 21" mower operation, line trimmer operation, basic hand tool orientation and power edger operation.

After the new employee has been working in the field for a few months they are eligible to begin training in our Gardener Level II Certification. Crew members are trained and tested in staking trees, riding mower operation, hedge trimmer operation, basic irrigation maintenance/repair, basic equipment maintenance, pesticide application, fertilizer application, proper storage of equipment on vehicles, basic tree trimming and natural pruning of shrubs.

Employees are also offered tuition reimbursement that can be used for classes/schools that train for ISA Certification, Pesticide Applicator Certification, Commercial Drivers License, and English Courses.

Management Training

All employees in management positions undergo "Regulatory Compliance Training" and "Leadership Essential Training". "Regulatory Compliance Training" covers employment laws and regulations. "Leadership Essential Training" deals with proper interaction with employees and customers, as well as, the fundamental of being a leader. Positive employee relations training is also given focusing on what motivates our employees and how to remain the employer of choice.

Tuition reimbursement and Branch Manager Training is also offered to management employees.

Recruitment and Replacement

TruGreen LandCare has full time Region Recruiters who actively search for the most qualified people the landscape industry can supply. They attend job fairs, as well as contact local colleges and schools. Additionally, potential employees interested in working for TruGreen LandCare can log onto out web site, www.TruGreen.com to review job openings throughout the nation. Extensive turnover reports are also performed by our staff to determine the best practices to keep current employees working for TruGreen LandCare.

Supervision

TruGreen LandCare employs both Area Managers and Area Supervisors to ensure that our crew supplies the best landscape services to our customers. Additionally, both Area Managers and Area Supervisors work closely with our crews to ensure that they conduct themselves in a professional manner as well as staying safe while working.

Uniforms and Identification

TruGreen LandCare has a national account with CINTAS. All employees are provided with five sets of uniforms. Each uniform consists of a long sleeve work shirt and long pants. Both the employees name as well as the company name are embroidered onto the shirts. Additionally, all employees are issued safety vests that have the name of the company stamped onto the back and baseball hats with company logo. All TruGreen LandCare vehicles have signs on both doors. All vehicles are marked with a vehicle unit # and a toll free number so that each vehicle can be easily identified.

In-House Training Program

Our in house library is comprised of printed material, which designates the parameters within which the TruGreen LandCare team operates. These materials are published by such reputable organizations as the National Arborist Association, the International Society of Arboriculture, The National Arbor Day Foundation, and the Oak Tree Foundation. After review of our references you will soon find that the standards we set for ourselves are closely aligned with the educational materials provided. TruGreen LandCare has extensively complied with SB198 and has further instituted a comprehensive hazard communications program, tailgate safety meeting program, and specialized Electrical Hazard Awareness Program (EHAP Certification Program).

ISA Certified Tree Workers and Certified Arborists are required to complete a total of 40 continuing education units (CEU) every two years in order to maintain their certification status. In order to retain their State license, our Pest Control Advisors are required to complete 40 hours of continuing education units (CEU) every two years also.

We recognize the importance of recruiting, selection, training, and tenure. Seventy percent of the management team of TruGreen LandCare has 8 years minimum tenure. Fifty percent of the trimming staff has tenure of more than 4 years.

TruGreen LandCare currently employs more than 180 people who are dedicated to the responsibility of the urban forest prevention. These team players are constantly being trained and cross-trained within the principles of their chosen profession. We are actively participating in the ISA Certification program sending our people as far as Northern California and Arizona to participate in the various testing programs and tree trimmer jamborees. We have won many jamboree events further installing a sense of pride and accomplishment in their profession.

TruGreen LandCare has a training facility located in our Upland office where bilingual instruction is regularly scheduled. Our library and audio visual capability further entices the mediocre tree trimmer to become eager participant in further education and the raising of his or her profession's. Our arborist knowledge gives them the pride, self-esteem, and sense of achievement that makes it apparent that our continuing education programs and training are working and not a requirement.

Safety/Health Policies and Procedures

The TruGreen LandCare – Arbor Division Safety and Health manual was written around the in compliance with SB198 is a document over 200 pages long. It is incorporated here by reference and available for review on request.

This company is also in full compliance with the California Highway Patrol's Biannual Terminal Inspection (BIT) program. Basically, this program requires that a company have a preventative maintenance program involving daily inspections, monthly service and quarterly comprehensive vehicle exams. Every two years the CHP comes to our facility and reviews all vehicle maintenance records and in-house programs for compliance.

Aerial towers are regulated by OSHA separately and receive regular inspections by state licensed inspectors who certify their condition. Our in-house capability to rebuild these units is in a continual process of updating, servicing, inspecting, repairing, and certifying these critical pieces of tree care equipment.

The success of the Safety and Health Program depends on the sincere, constant, and cooperative effort of the management and the employees. Their active participation and support of the program and implementation of its procedures will make it a success.

Annual Review

The following objectives and goals have been established to gauge the success of our program, as a minimum guideline, and will be reviewed annually by the safety coordinator to evaluate the plan's performance.

Objectives

To provide a safety and health program consistent with good operating practices and maintain compliance with applicable safety and health regulations, and in particular, CAL OSHA Section 3203 "Accident Prevention Plan" and the requirements of SB198. To create an attitude of safety consciousness in management, supervision, and employees. TruGreen LandCare will establish a spirit of cooperation and teamwork throughout all operations regarding all health and safety matters.

Safety/Health Policies and Procedures

The manual has been developed for the protection of all employees and to keep TruGreen LandCare free of accidents and injuries. It can only serve the company if it is used. Each foreman is required to read it thoroughly. All employees are required, as a condition of employment, to develop and exercise safe work habits in the course of their work to prevent injuries to themselves and others. The items listed below are part of the employee responsibilities, as outlined by CAL OSHA. However, they are only a portion of the program.

-Promptly report to their supervisor all accidents, near misses and injuries occurring within the course of their employment.
-Cooperate with and assist in investigation of accidents to identify causes and to prevent reoccurrence.
-Promptly report to their supervisor all unsafe actions, practices, or conditions they observe.
-Become familiar with and observe approved safe work procedures during the course of their work activities.
-Keep work areas clean and orderly at all times.
-Avoid engaging in any horseplay and avoid distracting others.
-Obey all safety rules and follow published work instructions.
-Wear protective equipment when working in hazardous areas or jobs, and / or as required by supervision.
-Inspect all equipment prior to use and report any unsafe conditions to your supervisor immediately.
-Submit any suggestions for accident prevention, without fear of reprisal, which may assist in improved working conditions or work practices to your immediate supervisor.

Quality Assurance Program

TruGreen LandCare will conduct daily, weekly or monthly inspections (as per contract specifications) of all the sites to insure that contract specifications are followed. On a daily, weekly or monthly basis (as described in contract specifications) the Area Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Area Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly or monthly basis (as described in contract specifications) the Area Manager will visit all the sites and do a thorough punch list of all locations noting conditions and required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Area Manager and the Branch Manager will conduct inspections monthly or bi-monthly (per contract size) with the Department of Public Works Representative. This will insure that contract guidelines are being followed and that quality horticultural practices are being performed. Copies of our inspections will be submitted to the Department of Public Works for review via fax or e-mail and filed at our office.

A **Landscape Quality Audit** (LQA) System can also be utilized if desirable to the Department of Public Works. The LQA System is TruGreen's first nationwide release of a program that will standardize the audit process. Implementing the LQA system will allow us to perform Landscape Quality Audits with efficiency and integrity while providing our customers and management a tool to monitor our performance. The LQA system will set the standards for the Landscaping Industry. The Landscape Quality Audit process has proven to be a very effective tool to:

- Monitor and improve performance.
- Gain additional business from customers.
- Improve proactive communication with customers.
- Create greater customer loyalty.
- Even out the peaks and valleys in our service.

Customer satisfaction will be confirmed by the client's signature on the audit forms, thus reducing the need for rework at job site. Additionally, a copy of the audit form shall be provided to the customer. The Landscape Quality Audit (LQA) system was created with six key elements in mind:

- To communicate with customers on a regular basis, monthly, bimonthly, quarterly, or yearly, based on customer preferences and the size of the account.
- To provide proactive suggestions for improvement through corrective actions and enhancements proposals.
- To continuously measure the performance of our team on the job site.

- To provide a tool for the Branch Manager to use to assess the status of all maintenance accounts throughout the year.
- To better gauge the probability of retention of business year to year.
- To provide a tool to measure customer satisfaction on a regular basis.

An **Initial Landscape Audit** (ILA) is the first evaluation of a job site. The ILA is used to show problem areas to the client before TruGreen begins work. The ILA acts as a baseline assessment for the Landscape Quality Audits (LQAs) that follow. Comparing the LQA to the ILA is an easy way to show improvements of the client's job site.

As far as review and reporting of any and all documentation (i.e. certified payroll, time sheets, pesticide application records, etc., etc.), this will all be made available to the Department of Public Works upon request.

LANDSCAPE QUALITY AUDIT

TruGREEN LandCare™

Property Name	
Street Address	
City, State	
Branch Name + Number	
Job #	
Customer #	
TruGreen Representative	
Date of Report	

CATEGORY RATING CRITERIA	
5	Exceptional
4	Exceeds Requirements
3	Meets Requirements
2	Needs Improvement
1	Does Not Meet Requirements

Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.

	1	2	3	4	5	N/A	Submit Proposal	Planned Action
1.0 LAWN								
1.1 Mowing Lines /Turf Cut								
1.2 Edging								
1.3 Lawn Fertility								
1.4 Weed Control								
1.5 Insect and Disease								
1.6 Irrigation								
LAWN TOTAL								

2.0 SHRUB BEDS								
2.1 Pruning								
2.2 Plant Fertility								
2.3 Weed Control								
2.4 Mulch								
2.5 Insect and Disease								
2.6 Irrigation								
SHRUB BED TOTAL								

3.0 SEASONAL COLOR								
3.1 Overall Appearance								
3.2 Pruning								
3.3 Plant Fertility								
3.4 Weed Control								
3.5 Insect and Disease								
3.6 Irrigation								
SEASONAL COLOR TOTAL								

4.0 GENERAL SERVICE								
4.1 Parking Lots/Sidewalks								
4.2 Debris Pick Up/ Blowing								
4.3 Proactive Suggestions								
4.4 Response Time								
4.5 Consistency of Service								
4.6 Communication w/ TruGreen								
GENERAL SERVICE TOTAL								

REPORT SUMMARY	Category Score	Div by	Number of Categories	Avg Quality	Check Appropriate LQA Rating	
1.0 LAWN		÷				Exceptional (5.0)
2.0 SHRUB		÷				Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR		÷				Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE		÷				Needs Improvement (2.0-2.9)
TOTAL SCORE		÷				Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____

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Initial Landscape Assessment

TRUGREEN LandCare™

Property Name:	
Location:	
Date:	
Prepared By:	

LAWN

Mowing Lines/Turf Cut

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Edging

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Lawn Fertility

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: Shrubs

Initial Landscape Assessment

TRUGREEN LandCare℠

Property Name:	
Location:	
Date:	
Prepared By:	

SHRUB BEDS

Pruning

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Plant Fertility

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Mulch

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: Seasonal Color

Initial Landscape Assessment

TRUGREEN LandCare™

Property Name:		Date:	
Location:		Prepared By:	

SEASONAL OBSERVATIONS

Overall Appearance ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Pruning ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Plant Fertility ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Weed Control ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Insect & Disease ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Irrigation ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: General Services

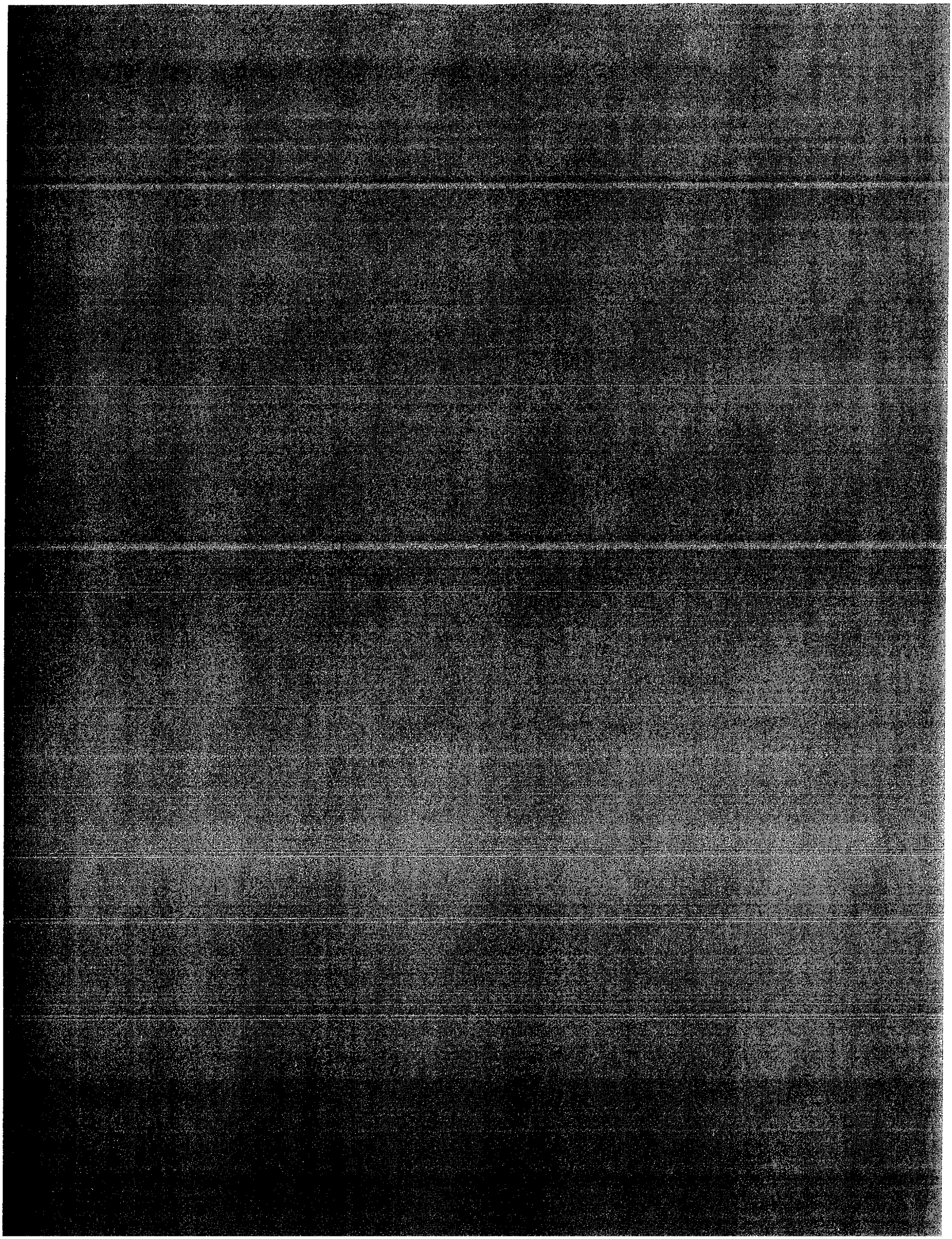
Initial Landscape Assessment

TRUGREEN LandCare™

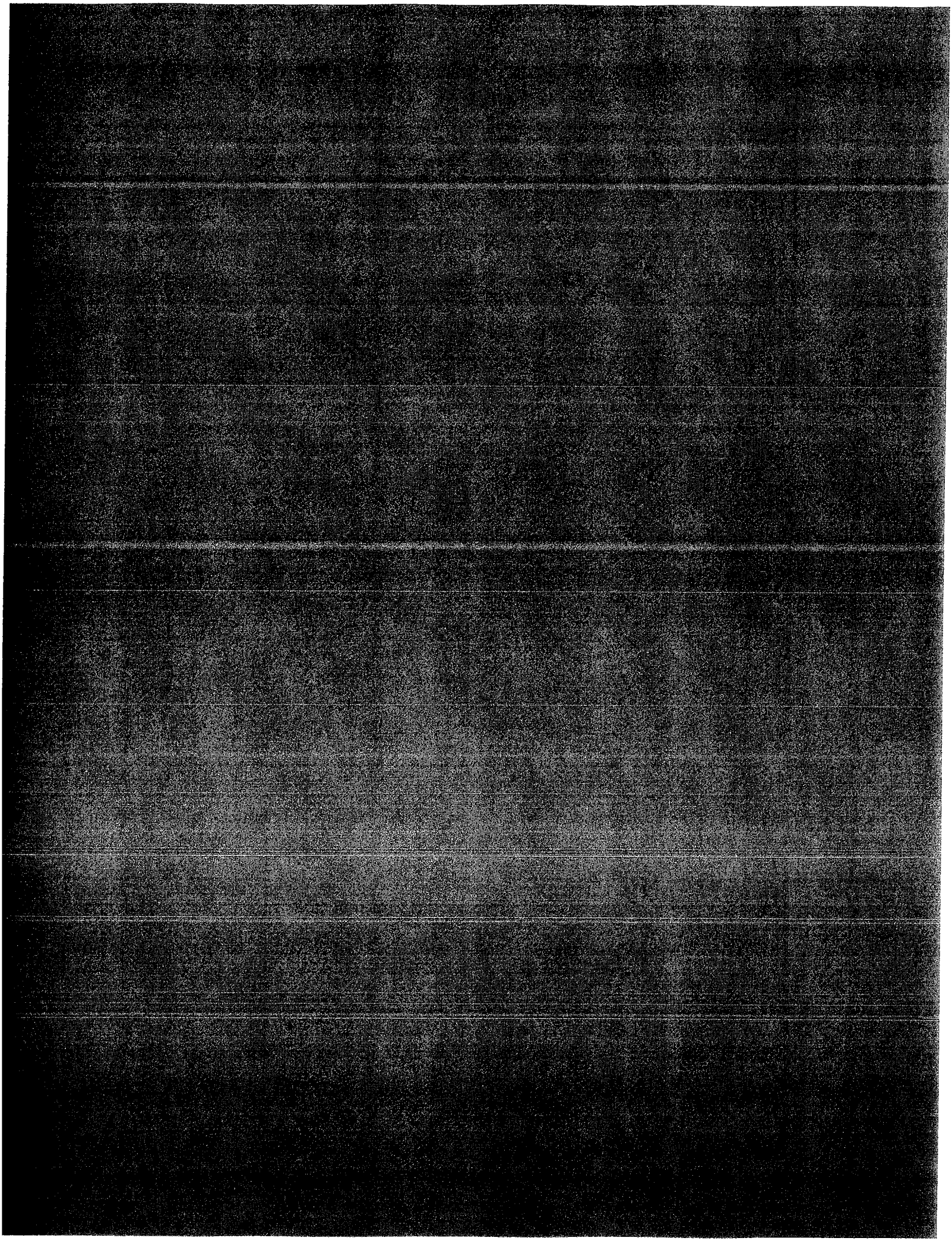
Property Name:		Date:	
Location:		Prepared By:	

Parking Lots/Sidewalks ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☑ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Debris Pick-Up & Blowing ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Proactive Suggestions ☐ Exceptional ☐ Meets Requirements		
Response Time ☐ Exceptional ☐ Meets Requirements		
Consistency of Service ☐ Exceptional ☐ Meets Requirements		
Communication w/ Vendor ☐ Exceptional ☐ Meets Requirements		

Congratulations you have completed the ILA!!! Now check your work: Turf



Subcontractors will be used
ONLY
if required by the County



Financial Statements

Financial Statements on file at:

The Department of Public Works

Administrative Services Division

Licenses

LICENSE NO.
03800 00004

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038

PEST CONTROL BUSINESS LICENSE
BRANCH LOCATION

THIS LICENSE EXPIRES
December 31, 2007

TRUGREEN LANDCARE
1323 W 130TH ST
GARDENA CA 90247

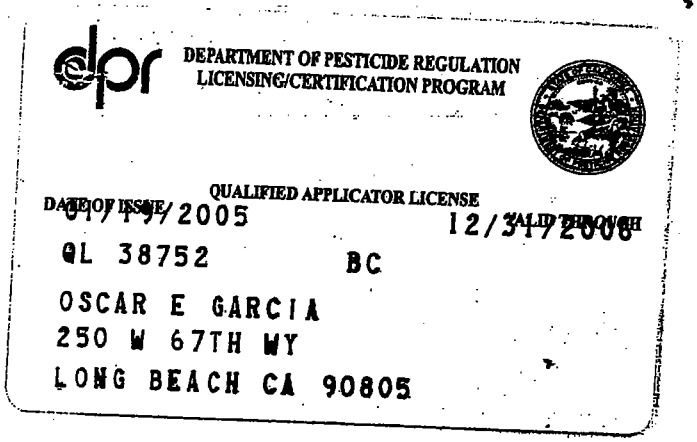
— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

Bob Mackie Pest Control Advisor #AA-02579, Arborist # WC-3330
Region Technical Manager
TruGreen ChemLawn, California Region

Arbor Staff Qualifications

Name	Position	Years	Certification
Jose Manuel Perez	Operations Manager	22	WE – 0818A** WC – 352*
Wallace Burch	Region Safety Coordinator	22	WE – 0713A**
Sal Corona	Project Supervisor	30	WC – 890*
Scott Rodgers	Project Supervisor	12	WE – 3140A**
Jesus Cano	Field Supervisor	25	WC – 334*
Romuldo Gaeta	Field Supervisor	22	WC – 368*
Donato Leon	Field Supervisor	16	WC – 351*
Luis Garcia	Field Supervisor	12	WC – 445*
Julian Jimenez	Field Supervisor	12	WC – 446*
Gonzalo Regalado	Field Supervisor	11	WC – 495*
Ricardo Macias	Field Supervisor	6	WE – 4390A**
Steve Ponce	Field Supervisor	4	WE – 6461A**
Ramon Arvisu	Tree Worker	16	WC – 366*
Juan Pena	Tree Worker	16	WC – 371*
Francisco Pichardo	Tree Worker	16	WC – 453*
Raul A Pichardo	Tree Worker	16	WC – 372*
Rodolfo Toro	Tree Worker	16	WC – 591*
Francisco Urena	Tree Worker	16	WC – 375*
Renaldo Hernandez	Tree Worker	12	WC – 370*
Angel Perez	Tree Worker	11	WC – 717*

*Three digit certification numbers, like WC-329, are Certified ISA Tree Workers
** Five digit certification numbers, like WE-0713A, are Certified ISA Arborists



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 01/19/2005 VALID THROUGH 12/31/2006

QL 38752 BC

OSCAR E GARCIA
250 W 67TH WY
LONG BEACH CA 90805

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 02/01/2006 VALID THROUGH 12/31/2007

QL 33033 BCF

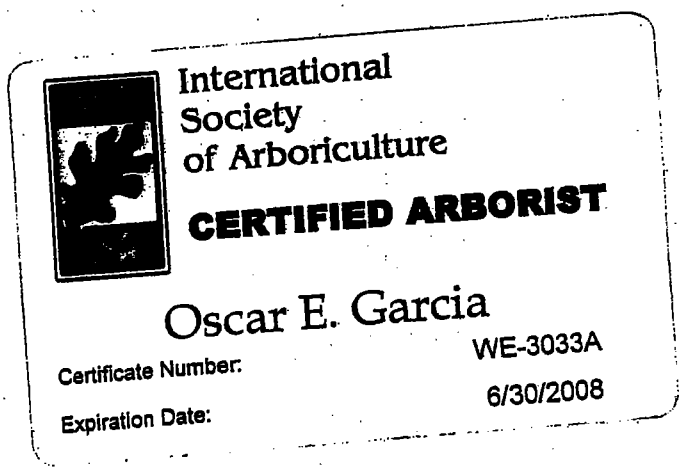
MICHAEL J SKOPIK
231 CALIFORNIA ST
LA HABRA CA 90631

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 8 of the Food and Agricultural Code in the categories indicated on the face of this card. This license does not authorize any person to engage for hire in the Business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the Business of Pest Control for hire. This card must be shown to any representative of the Director or Commissioner upon request

License Categories

A. Residential, Industrial, and Institutional
B. Landscape Maintenance
C. Right of Way
D. Plant Agriculture
E. Forest
F. Aquatic
G. Regulatory
H. Seed Treatment
I. Animal Agriculture
J. Demonstration and Research
K. Health Related
L. Wood Preservation
M. Antifouling-Tributyltin
N. Sewer Line Root Control
Q. Maintenance Gardener



International
Society
of Arboriculture

CERTIFIED ARBORIST

Oscar E. Garcia

Certificate Number: WE-3033A

Expiration Date: 6/30/2008

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number 774548

Entity PART

Business Name TRUGREEN LANDCARE A GENERAL PARTNERSHIP

Classification(s) B C61/D49 C27

Expiration Date 02/28/2006

California Home Friday, February 10, 20

License Detail CALIFORNIA CONTRACTORS STATE LICENSE BOA
Contractor License # 774548

DISCLAIMER

A license status check provides information taken from the CSLB license data base. Before relying on this information, you should be aware of the following limitations:

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license data base.

Extract Date: **02/10/2006**

* * * Business Information * * *

TRUGREEN LANDCARE A GENERAL PARTNERSHIP
860 RIDGE LAKE BLVD
MEMPHIS, TN 38120
Business Phone Number: (901) 681-1800

Entity: **Partnership**
Issue Date: **02/03/2000** Expire Date: **02/29/2008**

* * * License Status * * *

This license is current and active. **All information below should be reviewed.**

* * * Classifications * * *

Class	Description
D49	TREE SERVICE
C27	LANDSCAPING

* * * Bonding Information * * *

CONTRACTOR'S BOND: This license filed Contractor's Bond number **285014359** in the amount **$10,000** with the bonding company
LIBERTY MUTUAL INSURANCE COMPANY.
Effective Date: **01/01/2004**

Contractor's Bonding History

BOND OF QUALIFYING INDIVIDUAL(1): This license filed Bond of Qualifying Individual numbe **10326590300262** for MARK JOSEPH WESEL in the amount of **$7,500** with the bonding compan **ACE PROPERTY AND CASUALTY INSURANCE COMPANY.**
Effective Date: **07/18/2001**

BOND OF QUALIFYING INDIVIDUAL(2): This license filed Bond of Qualifying Individual numbe **10326590300095** for WALLACE EUGENE BURCH in the amount of **$7,500** with the bonding company **ACE PROPERTY AND CASUALTY INSURANCE COMPANY.**
Effective Date: **07/11/2000**

* * * Workers Compensation Information * * *

This license has workers compensation insurance with the **ZURICH AMERICAN INSURANCE COMPANY (4581-5)**
Policy Number: **WC293852503** Effective Date: **01/01/2006** Expire Date: **01/01/2007**

Workers Compensation History

* * * Miscellaneous Information * * *

Date	Description
06/13/2004	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List Other Licenses

License Number Request Contractor Name Request Personnel Name Request

Salesperson Request Salesperson Name Request

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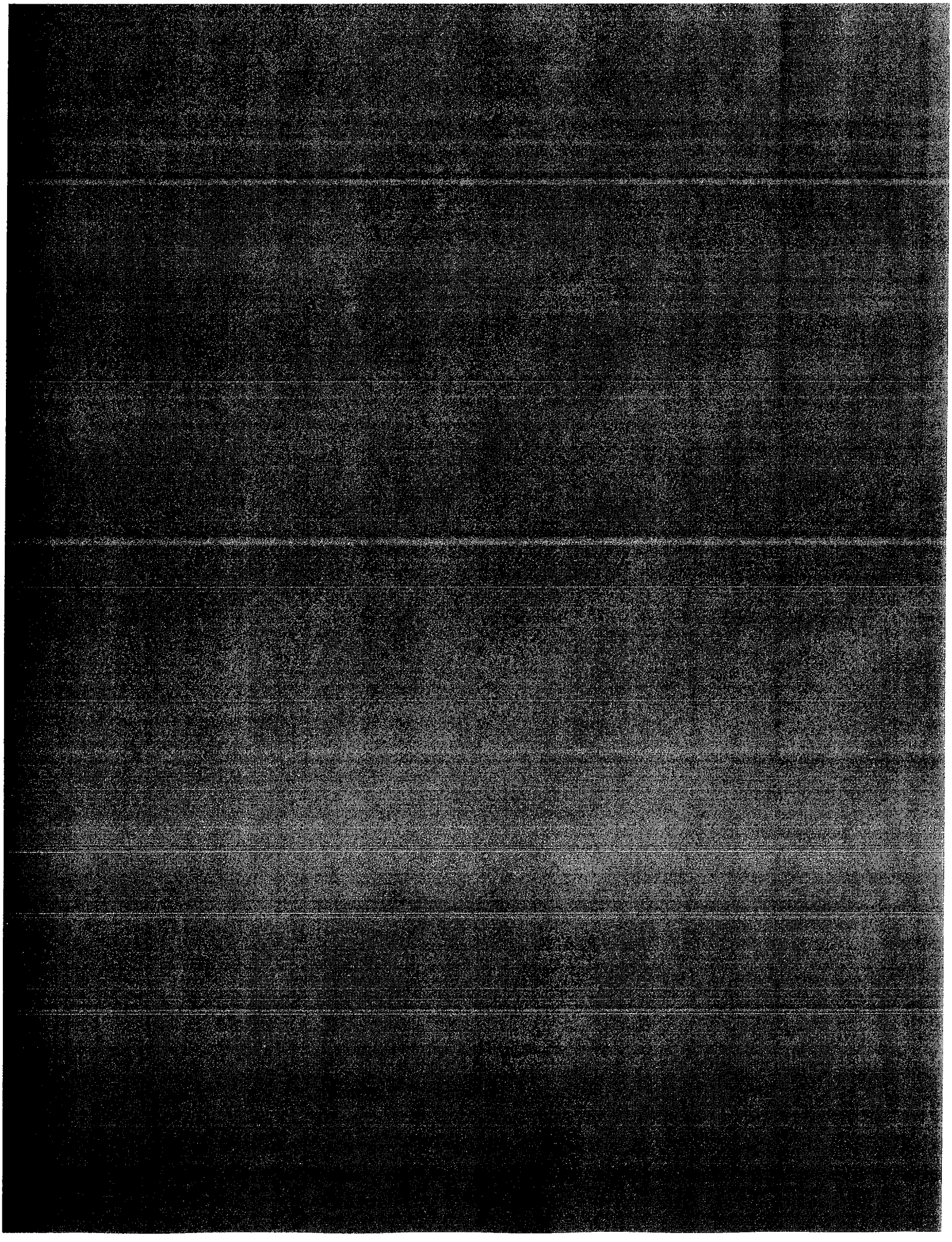


Proof of Valid Insurance

MEMORANDUM OF INSURANCE

12/05/05

PRODUCER

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

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

COMPANIES AFFORDING COVERAGE

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

INSURED

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 2938528-03	01/01/2006	01/01/2009	GENERAL AGGREGATE	$5,000,000
					PRODUCTS -COMP/OP AGG	Included in Above
					PERSONAL & ADV INJURY	$3,000,000
					EACH OCCURRENCE	$3,000,000
					FIRE DAMAGE (any one fire)	$1,000,000
					MED EXP (any one person)	$5,000
A	AUTOMOBILE LIABILITY ANY AUTO	BAP2938531-03 (AOS)	01/01/2006	01/01/2009	COMBINED SINGLE LIMIT	$5,000,000
					BODILY INJURY (per person)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
B	EXCESS LIABILITY UMBRELLA FORM	BE4484642	04/01/2005	04/01/2006	EACH OCCURRENCE	$5,000,000
					AGGREGATE	$5,000,000
A A	WORKERS COMP & EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: INCLUDED	WC 2938525-03 (AOS) WC2938527-03 (WI)	01/01/2006	01/01/2009	X WC Statutory limits	
					EL EACH ACCIDENT	$1,000,000
					EL DISEASE- POLICY LIMIT	$1,000,000
					EL DISEASE – EA EMPLOYEE	$1,000,000
	PROPERTY					

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

Additional Information

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

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

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

Existence of more than one insured or additional insured or other interests shall not serve to increase the limits of liability of the policy.
Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

If the enclosed Memorandum of Insurance does not meet the required minimum limits, TruGreen LandCare acknowledges that the required insurance coverage will be provided prior to commencing work under the proposed contract (s).

Labor Regulations and Record Keeping Requirements

TRUGREEN LandCare

a.

I. Employees are responsible for reporting directly to the established satellite office closest to the contracted client location (centralized). The employees' shift starts at their scheduled start time; typically 6:30 am, depending on contract requirements. Employees are paid from the time they are scheduled to begin working (or sooner if they perform work of any kind even prior to their scheduled shift) beginning at the centralized satellite location.

II. Employees are required to keep on the time-sheets that must be completed showing the start time they begin working, the property on which the hours were worked, and lunch breaks. These are reviewed daily by the Area Manager and immediate Crew Supervisor. Employees are required to sign time-sheets daily

III. Time sheets are kept on each employee and tracked daily by each employee showing work start times, end times, lunches, and the properties on which they worked for those hours. These daily time-sheets are reviewed by the immediate Crew Supervisor and Area Manager and are signed by the Area Manager daily. Employees create these time sheets but they are also reviewed by the Crew Leader and Supervisor. The Crew Leader reviews for accuracy for the jobs associate with the hours. The Area Manager reviews to ensure lunch breaks are being taken and reflected appropriately. The hours documented by the employee and signed for by the employee are transferred into a payroll time and attendance system that calculates payroll and is used to generate pay. A payroll report is created weekly to explain the check to the employee, the hours worked daily, and what was overtime versus regular hours.

IV. There is also a Human Resources Audit process that occurs at all business units with the Organization that occurs approximately twice a year by the Region Human Resources Manager. This audit encompasses a review of a valid sampling of payroll and the respective time-sheets. A comparison is made between hours documented by employees, hours paid, calculation of overtime, both daily, and weekly and ensures we are providing weekly reports to employees to explain their pay check weekly. This audit covers two pay-period during our highest volume of staffing. All errors are reported into a centralized database at our Corporate Headquarters for audit and review.

V. Employees lunch breaks are reflected on their time sheets and are signed by the employee confirming a lunch was taken. Breaks are taken and monitored by the Crew Supervisor and audited by the Area Manager.

b.

I. Employee payroll checks are generated by a centralized mainframe payroll system that received file feed from the branch's time and attendance system. The system takes the hours from the time and attendance system, and issues the employee a paycheck systematically. The time and attendance system has programming that takes the hours and calculates the overtime, daily and weekly as well as overtime for workweeks consisting of more a certain number of workdays in a week. Employees are paid all hours due that pay period on one check. The wages are broken up on the check into different earning buckets showing the employee the total dollar amount for overtime, regular hours, bonus, commission, vacation, holiday, etc.

II. Manual checks are never issued to streamline the payroll process, maintain compliance with overtime laws and IRS regulations, and ensure appropriate wage rates where living or prevailing wage apply.

III. Very seldom, if ever, will an employee work multiple jobs requiring multiple wages. However, in those instances, the system is designed to track, and pay appropriately as required by living or prevailing wage requirements. Checks are systematically generated from hours entered into the time and attendance system using hours the employee documented on his/her time card. Each hour worked is accounted for and associated with the contract on which the employee's time is spent. This job is attached to a wage for any contracts that must comply with any living wage or prevailing wage situation. The hours worked on that particular job is coded to that appropriate wage to ensure employees are paid for the appropriate wage for those hours. Employees document daily which jobs they spend time on and the times they were on those jobs. The system's logic is designed to appropriate assign the rate to that employee's hours based on the job the employee documents having worked on (imbedded in the system's design).

IV. Travel time during an employee's shift is paid at the rate that corresponds to the job on which the employee is working. Travel time consists of all travel from the point of meeting for work at the satellite location at the beginning of the day, travel from site to site

if that is required, and travel back to the satellite at the end of the day.

V. Employees are typically on one job without ever having to work on jobs causing the employee to have multiple wage rates. Overtime is calculated at 1.5 or 2 times the rate associated with the job on which the employee worked the overtime hours depending on the number of hours worked that day and that week and the corresponding overtime law requirements.

TRUGREEN LANDCARE

6245 - Javier (MDR - 0250)

DATE: _____

Wednesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
45723	Raul Hernandez							
56317	Jaime Mendoza							
56331	Jose Delgado							
261085	Alfredo Cabello							
294075	Antonio Chacon M							
#N/A	1-52" Mower							
#N/A	2-Blowers							
#N/A	2-Weed Eaters							
#N/A	1-Edger							
#N/A	1-Hedge Trimmer							

SAMPLE

Job Name / Nombre de Trabajo	Job Number / # Trabajo	Work Order Number	Start Time	Stop Time	Hours to be charged to this activity: BM	Irr	Color	Enh	Snow	Arbor	Other	Total Hours
Marina Del Rey	0250											
Marina Del Rey	7251											

Area Manager Signature: X

Total Hours to be Keyed: _____

Shop 813 Admin 819 Funeral 808 Non productive 805 Jury Duty 810 Vacation 807 Holiday 811 Unexcused 910

5507001

TruGreen-LandCare
Certified Payroll Report
Period Ending 01/28/06 Check Date 02/03/06

Date 2/13/06

JOB: 62450250
Los Angeles Co-Marina Del Rey
13837 Fiji Way
Marina Del Rey , CA 90292

RAUL HERNANDEZ 00045723
1524 W DEL AMO BLVD
TORRANCE , CA 90501
SSN: 677109011
Check No : 1370995

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	8.00	8.00		40.00	11.100	444.00	444.00	3.63	27.53			10.00	41.16	402.84

JAIME MENDOZA 00056317
6500 TEMPLETON STREET
HUNTINGTON PARK , CA 90255
SSN: 608144806
Check No : 1371013

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	8.00	8.00		40.00	9.8[illegible]	393.20	393.20		24.38			8.85	33.23	359.97

JOSE DELGADO 00056331
11711 1/2 ALLIN ST
APT #475
CULVER CITY , CA 90230
SSN: 612060760
Check No : 1370967

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	[illegible]t 01/28	[illegible]TAL HOURS	RATE	GROS[illegible] THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
4.00							4.00	9.460	37.84	302.72	2.20	18.77			6.82	27.79	274.93

ALFREDO CABELLO 00261085
125 E BARCLAY ST
LONG BEACH , CA 90805
SSN: 565496946
Check No : 1370951

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/[illegible]	Sat [illegible]/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	[illegible].00	[illegible].00		40.[illegible]	10.330	413.20	413.20	28.23	25.62	7.05		9.29	70.19	343.01

ANTONIO CHACON MIRANDA 00294075
323 W 3RD STREET
APT #16
SAN PEDRO , CA 90731
SSN: 606290039
Check No : 1370958

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/[illegible]	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	[illegible].00		[illegible].00	4.00	36.00	9.460	340.56	378.40		23.46			8.50	31.96	346.44

********** TOTALS **********

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/[illegible]	Fri 01/27	Sat 01/28	TOTAL HOURS	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
4.00	32.00	32.00	32.00	24.00	32.00	4.00	160.00	1,628.80	1,931.52	34.06	119.76	7.05	.00	43.46	204.33	1,727.19

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

45723 HERNANDEZ, RAUL
1524 W DEL AMO BLVD
TORRANCE CA 90501

SSN 9011

Check # 01370995

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	11.10	444.00
	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		444.00

FED W/H	FICA	STATE	LOCAL	OTHER DED	
3.63	33.97	.00	.00	3.56	TOTAL DED. 41.16

NET PAY 402.84

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

56317 MENDOZA, JAIME
6500 TEMPLETON STREET
HUNTINGTON PARK CA 90255

SSN 4806

Check # 01371013

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	.00	8.00		40.00	9.83	393.20
	.00	8.00	8.00	8.00	8.00	.00	.00	40.00		393.20

FED W/H	FICA	STATE	LOCAL	OTHER DED	
.00	30.08	.0	.00	15	TOTAL DED. 33.23

NET PAY 359.97

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summar

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

56331 DELGADO, JOSE
11711 1/2 ALLIN ST
CULVER CITY CA 90230

SSN 0760

Check # 01370967

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR	8.00	8.00			8.00	8.00		32.00	9.46	302.72
	8.00	8.00	.00	.00	8.00	8.00	.00	32.00		302.72

FED W/H	FICA	STATE	LOCAL	OTHER DED	
2.20	23.16	.00	.00	2.43	TOTAL DED. 27.79

NET PAY 274.93

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

261085 CABELLO, ALFREDO
125 E BARCLAY ST
LONG BEACH CA 90805

SSN 6946

Check # 01370951

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	10.33	413.20
	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		413.20

FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED.	
28.23	31.61	7.05	.00	3.30		70.19

NET PAY 343.01

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

294075 CHACON MIRANDA, ANTONIO
323 W 3RD STREET
SAN PEDRO CA 90731

SSN 0039

Check # 01370958

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00		8.00	8.00	40.00	9.46	378.40
	.00	8.00	8.00	8.00	.0	.00	8.00	40.00		378.40

FED W/H	FICA	STATE	LOCAL	OTHER DED		
.00	28.9	.00	.0	3.02	TOTAL DED.	31.96
					NET PAY	346.44

SAMPLE

ServiceMASTER®

2006 SERVICEMASTER'S GUIDE TO UNDERSTANDING YOUR PAYCHECK STUB

Period Ending:

Check No. _____

Employee Name: _____ **Employee ID** _____

AMOUNT OF CHECK	349.21

A	B	
Gross Wages	**Taxable Earnings**	**Net Pay**
393.00	345.96	349.21

Description		Hours	Gross Wages	Year To Date
Regular	C	40 00	320 00	320 00
Overtime	D	2 00	15 00	15 00
Addtl Pay	E			
Add/Rtr	F		50 00	50 00
Commission	G			
Vacation	H			
Holiday	I	8 00	8 00	8 00
Sick	J			
Snow Removal	K			
ESPP Match	L			
Xcess Life	M			
Dep Life Imp	M			
Vehicle Use	N			

Description		Taxes/Ded	Year-To Date
Federal Income Tax	O	17 00	17 00
Federal FICA Withheld	P	24 92	24 92
Federal Medicate Withheld	Q	5 83	5 83
(xx) Department of Revenue	R		
DI/SUI Tax Witheld	S		
GLTC	T		
ESPP	U	5 00	5 00
*Medical	V	34 62	34 62
*Dental	W	12 42	12 42
*Vision	X		
Vol AD&D	Y		
*LTD	Z		
*401 k	AA		
*FSA - Medical	BB		
*FSA - Dep Care	CC		
Dep Life	DD		
Supp Life	EE		

* A deduction with an asterick (*) is a PRE TAX deduction.

Note: It is the employee's responsibility to verify their hours are correct and accurate. Please notify your supervisor immediately if there are any corrections needed to your hours worked.

A.) Gross Wages- Amount earned before any deductions are made.

B.) Earnings- Amount of taxable earnings after any salary conversion or pre-tax deductions.

C.) Regular-Represents hours & wages worked & earned during a pay period.

D.) Overtime-Represents hours & wages worked & earned in overtime.

E.) Addtl Pay- Any additional pay from ServiceMaster

F.) Add/Retr- Any retroactive pay due.

G.) Commission-Any commission due.

H.) Vacation-Any vacation pay due

I.) Holiday- Any holiday pay due.

J.) Sick-Any sickpay due.

K.) Snow Removal-Any snow pay due.

L.) ESPP Match- The ESPP company matching 15% contribution is added to gross wages, taxed & removed before net pay is reached.

M.) Xcess Life or Dep Life Imput - Amounts of Life Insurance in excess of $50,000 may be taxable depending on age, annual salary and/or volume according to IRS regulations. Any taxable cost is added to gross wages, taxed & removed before net pay.

N.) Vehicle Use- Taxable value of the personal use of company vehicle.

O.) Federal Income Tax- The amount of Federal Tax due based on the W-4 on file.

P.) Federal FICA Withheld- Deduction for Social Security taxes.

Q.) Federal Medicare Withheld- Deduction for Medicare Insurance.

R.) Department of Revenue- The amount of State tax withheld for those that have a State Tax.

S.) DI/SUI- States that require you to contribute to a state disability fund or state unemployment insurance.

T.) GLTC-Deduction for Group Term Long Term Care Insurance.

U.) ESPP- If you elect to participate in the Employee Stock Purchase Plan-the POST TAX deduction appears here.

V.) Medical- PRE-TAX deduction for Medical Insurance.
a.) Med HMO
b.) Med PPO (base) c.) Med Basic Sv
d.) Med PPO BU (buy up) e) Med HMSA

W.) Dental- The PRE-TAX deduction for Dental Insurance.
a.) Den PPO (base) b.) Den DHMO
c.) Den PPO BU (buy up)

X.) Vision-The PRE-TAX deduction for Vision Insurance.

Y.) AD&D-POST-TAX deduction for Accidental Death & Dismemberment Insurance.

Z.) LTD- POST-TAX deduction for Long Term Disability Insurance.

AA.) 401 k- PRE-TAX 401 k deduction

BB.) FSA - Medical PRE-TAX deduction for the Health Care Reimbursement Account.

CC.) FSA - Dep Care PRE-TAX deduction for the Depend Care Reimbursement Account.

DD.) Dep Life Insurance- POST TAX deduction for Dep Life Insurance coverage.

EE.) Supp Life Insurance- POST TAX deduction for Employee Supp Life Insurance coverage.

Retroactive or refund premiums processed as an adjustment are recorded separately on the employee's paycheck. Examples include a qualified status change or enrollments received after the coverage effective date

If an employee missed health and welfare benefit deductions, they are collected as arrears and included on the paycheck with the regularly scheduled benefit deduction.

Revised 1/05

Additional Information

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Green Tech Name of Parent Company (if applicable):	Attendee's Name: Ruth Fernandez / Gus Marquez Title: Owner	Mailing Address: 13128 Telegraph Rd Ste G-1 City: SFS State: CA Zip: 90670 Telephone Number: (800) 420 1962 FAX: (562) 777 1962 e-mail Address: greentechonline@verizon.net
Company Name: FAR EAST Landscape Name of Parent Company (if applicable):	Attendee's Name: Tony Moon Title: OWNER	Mailing Address: P O Box 951357 City: Mission Hills State: CA Zip: 91345 Telephone Number: (661) 297-0676 FAX: (661) 297-6282 e-mail Address: FAR EAST MOON 1@Yahoo.com
Company Name: Premier Name of Parent Company (if applicable):	Attendee's Name: Josh Song Title: G.M.	Mailing Address: 4695 Wilshire Blvd. #259 City: L.A. State: CA Zip: 90010 Telephone Number: (213) 386-2552 FAX: (213) 386-2546 e-mail Address: pbms@pacbell.net.
Company Name: MIDORI GARDENS Name of Parent Company (if applicable):	Attendee's Name: AL GAMATERO Title: Controller	Mailing Address: 32131 S. Main St. City: Santa Ana State: Zip: 92707 Telephone Number: ( ) 714 - 751-8792 FAX: ( ) e-mail Address: Midoriscape@sbcglobal.net

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: FRANK MATTISON LANDSCAPE Name of Parent Company (if applicable): N/A	Attendee's Name: FRANK MATTISON Title: OWNER	Mailing Address: 43759 15TH. W. #217 City: LAN State: CA Zip: 93534 Telephone Number: (661) 940-6069 FAX: ( ) 9422731 e-mail Address: FRANKMATTISONLANDSCAPE @ HOTMAIL
Company Name: SwAYzERS Inc Name of Parent Company (if applicable): ~~ElJAH Sw~~	Attendee's Name: ElJAH SwAYzER III Title:	Mailing Address: 1663 E. Del Amo City: CARSON State: CA Zip: 90746 Telephone Number: (320) 979-7223 FAX: ( ) e-mail Address:
Company Name: Angels Landscape ~~Renteria~~ Name of Parent Company (if applicable): Renteria	Attendee's Name: Robert Renteria Title: Owner	Mailing Address: 15903 Lakewood Blvd. Suite 103 City: Bellflower, ~~CA 90706~~ State: CA Zip: 90706 Telephone Number: (562) 477-4313 FAX: (562) 292-0105 e-mail Address: robert@angelslandscape.com
Company Name: Azteca landscape Name of Parent Company (if applicable):	Attendee's Name: Nick Alvarado Title: Sales Manager	Mailing Address: 1027 E Acacia St City: Ontario State: Ca Zip: 91761 Telephone Number: (909) 673-0889 FAX: (909) 673-9192 e-mail Address: Nick @Azteca landscape

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: TROPICAL CREATIONS, Inc Name of Parent Company (if applicable):	Attendee's Name: MAC DURAN Title: VP	Mailing Address: 18555 EDDY ST City: NORTHRIDGE State: CA Zip: 91324 Telephone Number: (818) 885-5000 FAX: (818) 885-5554 e-mail Address: MDURAN@TROPICALCREATIONS.COM
Company Name: Swayzer's Inc. Name of Parent Company (if applicable):	Attendee's Name: Ezekiel Swayzer Title:	Mailing Address: 1663 E. Del Amo City: Carson State: CA Zip: 90746 Telephone Number: (323) 979-7223 FAX: ( ) e-mail Address:
Company Name: OROZCO Landscape and TREE company Name of Parent Company (if applicable):	Attendee's Name: Robert Cisneros Title: Sales & operations	Mailing Address: 11194 Pipeline Ave City: Pomona State: CA Zip: 91766 Telephone Number: (909) 623-8287 FAX: (909) 464-0634 e-mail Address: robert@orozcolandscape.com
Company Name: Systems Management Inc Name of Parent Company (if applicable):	Attendee's Name: Jason Wade Title: Business Admin.	Mailing Address: P.O. Box 92433 City: Pasadena State: CA. Zip: 91109 Telephone Number: (626) 791-1388 FAX: (626) 791-1494 e-mail Address: [redacted]smi626@msn.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: TRUGREEN LANDCARE Name of Parent Company (if applicable): SERVICEMASTER	Attendee's Name: CHRIS DAUGHERTY Title: AREA MANAGER	Mailing Address: 1323 W. 130th St. City: Gardena, CA. State: CA Zip: 90247 Telephone Number: (310) 354-1520 FAX: ( ) e-mail Address:
Company Name: United Pacific Sec Name of Parent Company (if applicable):	Attendee's Name: JACK Mooring Title: General Manager	Mailing Address: 120 E LA HABRA Blvd. City: LA HABRA State: CA Zip: 90631 Telephone Number: (562) 691-4600 FAX: (562) 691-8839 e-mail Address:
Company Name: Toyo Landscape Name of Parent Company (if applicable):	Attendee's Name: Michael T. Ohshita Title: Sec. Treas	Mailing Address: 764 N Cypress City: Orange State: CA Zip: 92867 Telephone Number: (714) 6335200 FAX: (714) 6335030 e-mail Address: MATOANZAI@AOL
Company Name: MERCHANTS LANDS. Name of Parent Company (if applicable):	Attendee's Name: Patrick Healy Title: L.A. Branch Manager	Mailing Address: 11220 1/2 Peoria St. City: Sun Valley State: CA Zip: 91325 Telephone Number: (800) 645-4881 FAX: (818) 504-2578 e-mail Address: Patrick@merchantslandscape.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Sun-Scapes Landscape Co. Name of Parent Company (if applicable):	Attendee's Name: Jennifer Barouti Title: Estimator	Mailing Address: 1529 W. 13th St. #D City: Upland State: CA. Zip: 91786 Telephone Number: (909) 982.0325 FAX: (909) 982.0396 e-mail Address: info@sun-scapes.net
Company Name: Environmental Point Name of Parent Company (if applicable):	Attendee's Name: TRAMLIN WATKINS Title: For mon	Mailing Address: 10950 S Central ave City: L.A. State: Calif Zip: 9059 Telephone Number: (323) 5635642 FAX: (323) 5635643 e-mail Address: Cell 3104330517
Company Name: Alma gardening.co Name of Parent Company (if applicable):	Attendee's Name: Santiago Gonzalez Title:	Mailing Address: 2583 W Sierra Hwy City: Acton ~~Ca~~ State: Ca Zip: 93510 Telephone Number: (661) 269-2958 FAX: ( ) Same e-mail Address:
Company Name: Complete LANDSCAPE CARE Name of Parent Company (if applicable):	Attendee's Name: Stephen Cox Title: OPERATIONS MANAGER	Mailing Address: 10715 Bloomfield Ave City: Santa Fe Springs State: CA Zip: 90670 Telephone Number: 562 944-4441 FAX: (562) 941-9943 e-mail Address: Steve@CompleteLandscapeCareInc.Com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: L Barrios & Associates Name of Parent Company (if applicable):	Attendee's Name: John Barrios Title: Project Manager	Mailing Address: 302 E. Foothill Blvd. City: San Dimas State: CA Zip: 91773 Telephone Number : (626) 524-8873 FAX: (909) 592-3809 e-mail Address: (909) 592-5893 jvbarrios@earthlink.net
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City : State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:

Forms List

VERIFICATION OF STATEMENT OF QUALIFICATIONS

FORM PW-1

DATE: 02-22 , 2006 | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: Landscape Maintenance

DECLARANT INFORMATION

3. NAME OF DECLARANT: David G. Evans

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE VENDOR(S).

5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE VENDOR IS: Branch Manager

VENDOR INFORMATION

6. Vendor's full legal name:	TruGreen LandCare, A General Partnership	
7. Vendor's fictitious business name or dba (if any):	N/A	
8. The Vendor's form of business entity is (CHECK ONLY ONE):		
☐ Sole proprietor		
☐ A corporation:	Corporation's principal place of business:	
	State of incorporation:	
	President/CEO:	
	Secretary:	
☒ A general partnership:	Names of partners:	TruGreen LandCare, L.L.C ~~TruGreen Companies, L.L.C~~
☐ A limited partnership:	Name of general partner:	
☐ A joint venture of:	Names of joint venturers:	
☐ A limited liability company:	Name of managing member:	

9. The only persons or firms interested in this proposal as principals are the following: TruGreen LandCare

Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. This proposal is made without collusion with any other person, firm, or corporation. The Vendor has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Vendor's own knowledge. The Vendor has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the Vendor will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

11. CHECK ONE:

☒ (1) I am making these representations on my personal knowledge;

OR

☐ (2) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Vendor or Authorized Agent:	David G Evans
Type name and title:	David G. Evans Branch Manager

FORM PW-2

OMITTED FOR THIS RFSQ PROCESS

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Vendor is excepted from the Program.

Company Name: TruGreen LandCare, A General Partnership			
Company Address: 1323 West 130th Street			
City: Gardena	State: CA	Zip Code: 90247	
Telephone Number: 310/354-1520			
(Type of Goods or Services): Landscape Maintenance			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: David G. Evans	Title: Branch Manager
Signature: David G Evans	Date: 02/22/06

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

FORM PW-4

PROPOSED CONTRACT FOR: Request For Statements of Qualifications for Landscape Maintenance
SERVICE BY VENDOR TruGreen LandCare, A General Partnership
PROPOSAL DATE: 02/22/06

This information must include all work undertaken in the State of California by the Vendor and any partnership, joint venture or corporation that any principal of the Vendor participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Vendor. The Vendor may attach any additional information or explanation of date which the Vendor would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts	50	210	190	197	35	682	35
2. Total dollar amount of Contracts (in thousands of dollars)	1,800	8,160	8,280	7,900	6,160	32,300	6,160
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	1	3	3	4	11	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	2	27	19	0	48	0
6. No. of lost workdays	0	4	150	15	4	173	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

TruGreen LandCare, A General Partnership
David G. Evans

Name of Vendor or Authorized Agent (print)

David G Evans
Signature

02/22/06
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, David G. Evans

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) Branch Manager

of TruGreen LandCare, A General Partnership

Name of Vendor

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed David G Evans Date 02/22/06

FORM PW-6

VENDOR'S REFERENCE LIST

PLEASE SEE ATTACHED

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Vendor during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Vendor's Reference List (Form PW-6)
B. Other Governmental Agencies and Private Companies

Fax:
Juan Price – 310/802-5310-310/802-5301
City of Manhattan Beach
Landscape Maintenance
1994 – Present

Fax:
Andy Ramirez – 323/584-6214-323/584-6310
City of Huntington Park
Landscape Maintenance
2004 - Present

Fax:
Tito Molina – 310/458-8974-310/399-6984
City of Santa Monica
Landscape Maintenance
1989 – Present

Fax:
Jan Bartolo – 818/238-5315-818/238-5321
City of Burbank
Landscape Maintenance
2004 - Present

Fax:
Larry Still – 310/544-5252-310/544-5295
City of RPV
Landscape Maintenance
2004 – Present

Fax:
Mark Trujillo – 310/524-2716-310/414-0911
City of El Segundo
Landscape Maintenance
2004 – Present

Fax:
Kevin Trudeau – 323/848-6339-323/848-6565
City of West Hollywood
Landscape Maintenance
1994 – Present

Fax:
Michael Flaherty – 310/318-0259-310/798-2917
City of Hermosa
Landscape Maintenance
2004 - Present

Fax:
David Torres – 323/563-5785-323/582-3106
City of South Gate
Landscape Maintenance
1999 – Present

Fax:
Steve Farmer – 310/973-3263-310/371-8877
City of Lawndale
Landscape Maintenance
2004 - Present

Fax:
Louis McKenzie – 310/605-5691-310/639-4955
City of Compton
Landscape Maintenance
2003 – Present

Fax:
Mary Keener – 310/615-2650 X217-310/322-4334
El Segundo Unified School District
Landscape Maintenance
2001 - Present

Fax:
Art Romero – 562/220-2113-562/220-2105
City of Paramount
Landscape Maintenance
1999 – Present

Fax:
Rudy Garcia – 213/851-2435-213/485-1540
City of Los Angeles
Bureau of Street Services
1998-Present

Fax:
Pat Agnitch – 310/285-2537-310/385-0840
City of Beverly Hills
Landscape Maintenance
1998 – Present

Vendor's Reference List (Form PW-6)
A. County of Los Angeles Agencies

Fax:
Wayne Shumaker – 310/577-5742-310/306-2594
L.A. County Beaches and Harbor
Marina Del Rey
Landscape Maintenance
1994-Present

Fax:
Bill Hottran – 626/926-2311-626/968-1372
L.A. County Belvedere Parks
Landscape Maintenance
2001-Present

Fax:
Vickie Valles – 626/458-7393-626/458-7395
L.A. County
Department of Public Works
Landscape Maintenance
2002-Present

FORM PW-7

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name	TruGreen LandCare, A General Partnership
Address	1323 West 130th Street Gardena, California 90247
Internal Revenue Service Employer Identification Number	36-4313318

In accordance with Los Angeles County Code Section 4.32.010, the Vendorcertifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Vendor has a written policy statement prohibiting any discrimination in all phases of employment.	☒	YES
		☐	NO
2.	The Vendor periodically conducts a self- analysis or utilization analysis of its work force.	☒	YES
		☐	NO
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	☒	YES
		☐	NO
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action to include establishment of goals and timetables.	☒	YES
		☐	NO

Vendor	TruGreen LandCare, A General Partnership	
Authorized representative	David G. Evans	
Signature	David G Evans	Date 02/22/06

FORM PW-8

LIST OF SUBCONTRACTORS

The Vendor is required to fill in the following blanks. N/A

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TruGreen LandCare, A General Partnership

My County (WebVen) Vendor Number: 52607901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☒ General Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 197					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Black/African American						
Hispanic/Latino			9	1	181	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			3			

III. PERCENTAGE OF OWNERSHIP IN FIRM: NO NATURAL PERSON OWNS 5% OR MORE Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
David G Evans	Branch Manager	02/22/06

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature David G Evans	Title Branch Manager
Firm Name David G. Evans	Date 02/22/06

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RESQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name: TruGreen LandCare, A General Partnership	Date of Request: 02/22/06
Project Title: Request For Statements of Qualifications For Landscape Maintenance Services	Project No. AS-O

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

TruGreen LandCare, A General Partnership
Company Name

1323 West 130th Street Gardena, California 90247
Address

36-4313318
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	(X)

David G Evans
Signature

02/22/06
Date

David G. Evans Branch Manager
Name and Title (please type or print)

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: TruGreen LandCare, A General Partnership		
Company Address: 1323 West 130th Street		
City: Gardena	State: CA	Zip Code: 90247
Telephone Number: 310/354-1520	Facsimile Number: 310/323-4780	Email Address: Dave_evans@landcare.com
Awarding Department: County of Los Angeles		Contract Term: N/A
Type of Service: Landscape Maintenance		
Contract Dollar Amount: N/A		Contract Number (if any): N/A

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: David G. Evans	TITLE: Branch Manager
SIGNATURE: David G Evans	DATE: 02/22/06

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: TruGreen LandCare, A General Partnership	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: David G Evans	DATE: 02/22/06
PLEASE PRINT NAME: David G. Evans	TITLE OR POSITION: Branch Manager

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Vendor's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

David D Evans
Owner's/Agent's Authorized Signature

David G. Evans Branch Manager
Print Name and Title

TruGreen LandCare, A General Partnership
Print Name of Firm

02/22/06
Date

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: TruGreen LandCare, A General Partnership	Print Name of Owner: N/A
Print Address of Firm: 1323 West 130th Street	Owner's/AGENT's Authorized Signature: David G. Evans
City, State, Zip Code: Gardena, California 90247	Print Name and Title: David G. Evans

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION **Vendor Name:** TruGreen LandCare, A General Partnership **Contracting Department:** of Public Works **Department Contact Person:** Donald L. Wolfe **Phone:** 626/458-5100	**RANGE OF DEDUCTION**_____ (Deduction is taken from the maximum evaluation points available)	
	Vendor Fully Disclosed	Vendor *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that Vendor has a record of very serious violations.*	8 - 10% Consider investigating a finding of Vendor non-responsibility**	16 - 20% Consider investigating a finding of Vendor non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of Vendor non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that Vendor has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that Vendor does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Vendor's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Vendor
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of cations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

FORM LW-7

REQUESTED INFORMATION ON THE VENDOR'S MEDICAL PLAN COVERAGE

Vendor: TruGreen LandCare, A General Partnership

Name of Vendor's Health Plan: Cigna Date: 02/22/06

(Please use a separate form for each health plan offered by the Vendor to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Vendor's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Vendor's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Any Annual Deductible? Per Person Per Family	 Y N Y N	 $ $	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 Y N Y N	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

PLEASE SEE ATTACHED

LW-7 – VENDOR'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

☒ **Becomes eligible for health insurance coverage after 90 days of employment.**

☒ **Is defined as an employee who is employed more than 30 hours per week.**

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS N/A DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS N/A DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

ServiceMASTER.

Fuel for Life

Webcast for Leaders on 2006 Benefits Changes and Enrollment

Choose Well. Live Well.

Company Overview

ServiceMaster currently provides outsourcing services for residential and commercial customers through a network of over 5,500 company-owned and franchised service centers and business units operating under leading brands that include Terminix, TruGreen ChemLawn, TruGreen LandCare, ARS Service Express, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, American Home Shield, AmeriSpec, Merry Maids, and Furniture Medic.

As America's Service Brands for Home and Business, the core service capabilities of the company include lawn care and landscape maintenance; termite and pest control; plumbing, heating, and air conditioning services; cleaning and disaster restoration; furniture repair; and home warranty.

To learn more about ServiceMaster, visit us online at www.svm.com.

The Benefits of a Career with ServiceMaster

When you join ServiceMaster, you're joining an industry leader. That means you enjoy the advantages and opportunities of a career with a major organization, as well as a comprehensive total benefits package.

At ServiceMaster we value the contribution our employees make to our success. We reward that contribution in part, through a broad range of valuable benefits designed to serve employees as thoughtfully and effectively as they serve our customers. The company's philosophy is to provide a comprehensive benefits program that meets the needs of our diverse employee population.

The ServiceMaster benefits program:

- Provides financial protection for you and your family against catastrophic health care expenses
- Gives you access to quality coverage at an affordable cost
- Offers benefit options so you have the flexibility to choose the benefits that best meet your needs
- Encourages healthy living, and
- Gives you opportunities to save for the future

ServiceMaster offers a wide variety of options—from medical coverage to disability and life insurance—as well as a work/life balance program that can help you cope with the demands of your work and personal life.

Our savings and retirement benefits include the ServiceMaster Profit Sharing and Retirement Plan and the Employee Stock Purchase Plan—which give you a convenient way to save for a secure financial future.

Supporting Our Business Objectives

We have incorporated our four core objectives into our benefit plan designs:

Honor God in All We Do—We do the right thing by offering our employees a comprehensive benefits package.

Excel with Customers—We provide benefits that help employees manage their personal lives so they can focus on serving our customers.

Help People Develop—We create benefit plans that recognize different people have different needs, and those needs change over time.

Grow Profitably—We have the ability to enhance our benefits when we are profitable. We ask employees to help us manage these costs by using their benefits wisely.

Did You Know?

At ServiceMaster, your compensation is more than just a paycheck. It also includes the benefit plans, programs, tools, and resources you need to give you and your family the protection you deserve.

Health and Welfare Benefits

Health and welfare benefits are a valuable part of your total compensation at ServiceMaster. We offer a benefits package that includes a variety of plans to protect your health and income.

Eligibility

If you're a regular full-time employee, you may enroll in medical, dental, vision, life insurance, the legal services plan, and reimbursement accounts. Eligible dependents include your legal spouse, unmarried children under age 19, full-time students up to age 24, and children under your legal guardianship.

Coverage is effective on the first of the month coincident with or following three consecutive months of service. Full-time employees are also eligible for disability benefits. For employees hired on or after January 1, 2006, disability benefits are effective following the completion of 12 consecutive months of service.

You and your immediate family members are eligible for the ServiceMaster LifeManagement Program and Business Travel Accident Insurance on your first day of employment.

Making Changes During the Year

You may only make changes to your coverage during the year if you have a qualified status change. You have up to 45 days after the date of the event to change your coverage, and the change must be consistent with the event.

Medical Plan

The medical plan options are designed to help protect you and your covered family members from the high cost of medical care and to help you get healthy and stay healthy. This section describes the medical plan options available to ServiceMaster employees.

Regular PPO

The Regular PPO is a preferred provider organization offered through Blue Cross Blue Shield. PPO options let you choose in- or out-of-network services, with a higher level of benefits for in-network services. In-network benefits include:

- $20 office visit copayment; $30 specialist office visit copayment
- $30 urgent care facility copayment
- $1,000 individual/$2,000 family annual deductible
- Wellness care services for each covered individual
- 70% coinsurance for hospital coverage

Super PPO

The Super PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than the Regular PPO. In-network benefits include:

- $20 office visit copayment; $30 specialist office visit copayment
- $30 urgent care facility copayment
- $600 individual/$1,200 family annual deductible
- Wellness care services for each covered individual
- 80% coinsurance for hospital coverage

Premium PPO

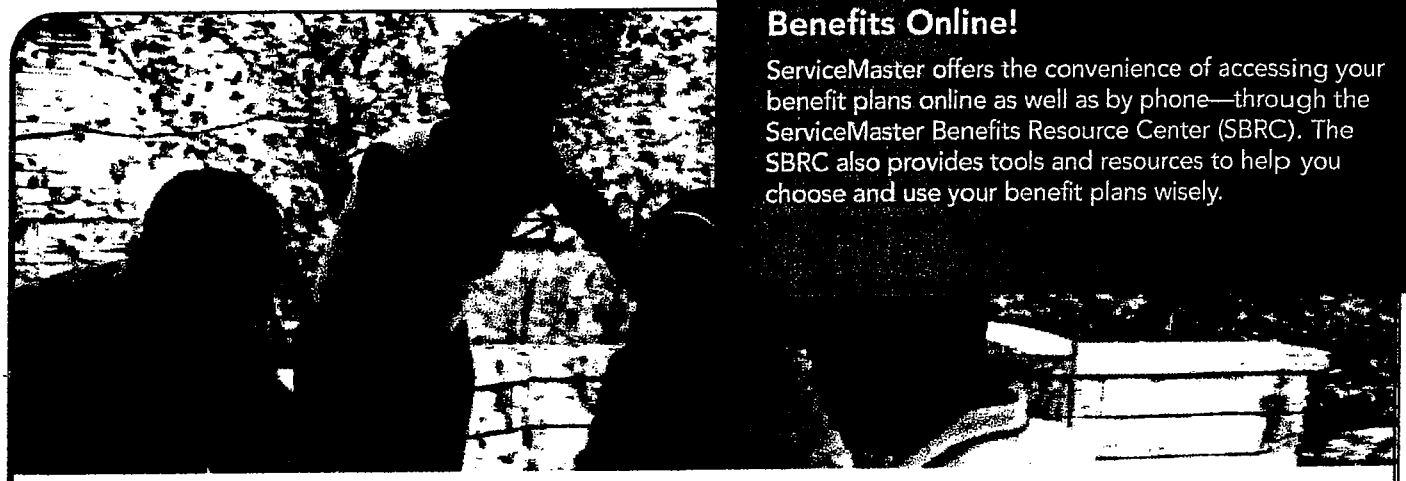
The Premium PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than both the Regular PPO and the Super PPO. In-network benefits include:

- $15 office visit copayment; $25 specialist office visit copayment
- $25 urgent care facility copayment
- $400 individual/$800 family annual deductible
- Wellness care services for each covered individual
- 90% coinsurance for hospital coverage

HMO

The HMO (where available) is a health maintenance organization through CIGNA that provides care through a network of HMO providers. **No benefits are paid for out-of-network services.** In-network benefits include:

- $20 primary care physician (PCP) office visit copayment; $30 specialist office visit copayment
- $35 urgent care facility copayment
- $75 emergency room copayment
- $125 outpatient surgery copayment
- $500 inpatient hospital admittance copayment
- PCP is required



Benefits Online!

ServiceMaster offers the convenience of accessing your benefit plans online as well as by phone—through the ServiceMaster Benefits Resource Center (SBRC). The SBRC also provides tools and resources to help you choose and use your benefit plans wisely.

Prescription Drug Plan

When you enroll in one of the PPOs or the HMO, you'll automatically receive prescription drug coverage through Caremark. **The plan only provides coverage through Caremark network providers.** This section describes the prescription drug benefits for each medical plan option.

Regular PPO

The Regular PPO prescription drug benefits include:

- $50 individual/$100 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 85% generic/75% preferred brand-name/65% non-preferred brand-name coinsurance
- $1,500 annual maximum benefit for retail and mail order combined

Super PPO and HMO

The Super PPO and HMO prescription plan benefits include:

- $50 individual/$100 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 90% generic/80% preferred brand-name/70% non-preferred brand-name coinsurance

Premium PPO

The Premium PPO prescription drug benefits include:

- $25 individual/$50 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 95% generic/85% preferred brand-name/75% non-preferred brand-name coinsurance

ServiceMaster LifeManagement Program

The ServiceMaster LifeManagement Program provides help with the stress and challenges of life—at no cost to you. Confidential services are available 24 hours a day, seven days a week to provide help with issues such as:

- Stress
- Marital and family problems
- Alcohol and drug dependencies
- Financial and legal issues
- Work/life balance
- And more!

The program offers professional consultation, by telephone or in person, as well as online screening tools, self-assessments, and personalized improvement plans to help you better understand and cope with life's challenges and opportunities.

Dental Plan

The dental plan helps cover the cost of dental expenses for you and your covered family members. The plan offers the following dental options.

Base DPPO

The MetLife Base DPPO works like the medical PPOs, and it lets you choose in- or out-of network services with a higher benefit for in-network services. In-network benefits include:

- $50 per person annual deductible
- $1,500 per person annual maximum benefit
- Preventive care—$0 (no deductible)
- Basic services—85% coinsurance
- Major services—50% coinsurance

Buy-Up DPPO

The MetLife Buy-Up DPPO is a dental PPO that provides orthodontia coverage. It also lets you choose in- or out-of-network services. In-network benefits include:

- $50 per person annual deductible
- $1,500 per person annual maximum benefit
- Preventive care—$0 no deductible
- Basic services—85% coinsurance
- Major services—50% coinsurance
- Orthodontia—50% coinsurance up to $1,000 lifetime maximum for children up to age 19 or to age 24 if a full-time student

DHMO

The CIGNA DHMO is a dental health maintenance organization that provides benefits through a network of providers. No benefits are paid for out-of-network services. In-network benefits include:

- $0 per person annual deductible
- Unlimited annual maximum benefit
- Preventive care—$0 for most services
- Basic services—$0 for most services
- Major services—fee schedule
- Orthodontia—fee schedule, adults and children
- Primary general dentist is required

Vision Program

The vision program helps keep your costs down for exams and eyewear, and it provides benefits through the Cole Managed Vision network. In-network benefits include:

- Exam—$10 copayment
- Frames or contacts—$100 allowance annually
- Lenses—standard lenses covered in full after exam copayment
- Other discounts apply

Reimbursement Accounts

The reimbursement accounts give you a way to save taxes on the money you spend for eligible health care and dependent day care expenses.

Health Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for a variety of eligible health care expenses for you and your eligible dependents. Eligible health care expenses include copayments, deductibles, coinsurance, and eligible expenses not covered by your medical, dental, or vision coverage.

Dependent Day Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for qualified dependent care expenses. Qualified dependent care expenses include day care, day camp, preschool, and qualified before- and after-school programs.

Life Insurance

Life insurance is an important part of your benefits package, since it provides a benefit to your beneficiaries in the event of your death.

Basic Life Insurance

ServiceMaster provides basic life insurance of 1½ times your eligible annual earnings (up to a maximum of $300,000) for all eligible employees. There's no cost to you for this coverage.

Supplemental Life Insurance

ServiceMaster gives you the option to purchase additional supplemental life insurance coverage of up to four times your eligible annual earnings, with a maximum of $2 million for basic and supplemental coverage combined.

Dependent Life Insurance

You may choose life insurance for your spouse and children from age 14 days to 19 years (or 24 years, if your child is a full-time student).

Disability Insurance

Disability coverage helps protect you and your family from loss of income due to illness or injury.

Short-Term Income Protection

ServiceMaster provides Short-Term Income Protection at no cost to you if you meet the eligibility requirements. This plan provides income protection if you are unable to work due to a non-work-related illness, injury, or pregnancy-related disability.

Long-Term Disability

Long-term disability (LTD) insurance replaces a portion of your income if you're ill or injured and unable to work for an extended period of time. Benefits are payable after a 14-week elimination period. Any benefit you receive may be offset by other sources of income, such as social security.

Legal Services Plan

ServiceMaster's Legal Services Plan offers a network of more than 9,000 participating attorneys to help with your legal needs, such as real estate matters, debt collection defense, and immigration assistance. Legal services benefits include:

- Telephone consultations;
- In-person consultations;
- Preparation of legal documents such as wills; and
- Representation in many legal matters.

When you see an in-network attorney, covered legal services are provided with no additional attorney fees.

Additional Benefits

Other benefits available to ServiceMaster employees include:

Accidental Death and Dismemberment Insurance

Accidental death and dismemberment (AD&D) insurance provides a benefit in the event of certain serious injuries or death due to an accident. You can purchase AD&D coverage for yourself and your eligible dependents.

Business Travel Accident Insurance

Business Travel Accident Insurance (BTA) provides a benefit if you die or sustain serious injuries in an accident while traveling on approved ServiceMaster business. Coverage is automatically provided at no cost to you.

Savings and Retirement Benefits

At ServiceMaster, we know how important it is to save for the future—and to make sure our employees have prepared for their financial security. ServiceMaster's savings and retirement benefits can help.

Eligibility

Full-time and part-time employees who are 18 years of age or older and have completed 90 days of service are eligible for two plans: the ServiceMaster Profit Sharing and Retirement Plan (PSRP) and the ServiceMaster Employee Stock Purchase Plan (ESPP). Participation is effective as soon as administratively possible following enrollment.

The ServiceMaster Profit Sharing and Retirement Plan

The ServiceMaster Profit Sharing and Retirement Plan is a 401(k) plan that allows you to save for your future. It's easy and convenient, because your contributions are deducted from each paycheck on a before-tax basis. You select the percentage of your eligible earnings you would like to contribute, from 1% to 75% (up to the annual IRS dollar limit), and the funds in which you want to invest.

You may also roll over qualified distributions from other eligible qualified retirement plans. The plan provides for an annual, discretionary company matching contribution, as well as the ability to take a loan on your vested account.

The ServiceMaster Employee Stock Purchase Plan

The ServiceMaster Employee Stock Purchase Plan (ESPP) allows you to participate in the company's success by purchasing stock. You select the percentage of your paycheck, from 1% to 10% of your eligible earnings, that you would like to contribute to the ESPP. Your contributions are made on an after-tax basis. The plan makes a matching contribution of 15¢ for every dollar you contribute, up to 10%. Dividends on shares you own are reinvested in your account to buy additional shares of company stock.

Note: *This is a summary and does not contain full details of the plans. In the event there is an inconsistency between this material and the plan documents, the plan documents will govern. The company reserves the right to modify or terminate the benefit plans at any time.*

Contact Information

ServiceMaster employees may contact the following resources for information:

Whom to Call:	For What:	Phone/Web Address:
Blue Cross Blue Shield of Illinois	■ Regular PPO ■ Super PPO ■ Premium PPO	800-421-4909 www.bcbsil.com
Caremark	■ Prescription drugs	866-273-6409 www.caremark.com
CIGNA	■ HMO ■ DHMO	800-88-449-3 www.cigna.com
Core Managed Vision	■ Vision	800-334-[illegible] www.coremanagedvision.com
Computershare	■ Employee Stock Purchase Plan	866-864-[illegible] www.computershare.com
Hyatt Legal Plans	■ Legal Services Plan	800-821-6400 www.legalplans.com
Magellan Health Services	■ LifeManagement Program	800-306-4906 www.magellanhealth.com
MetLife	■ Base DPPO ■ Buy-Up DPPO	800-942-0854 www.metlife.com/dental
ServiceMaster Benefits Resource Center (SBRC)	■ Eligibility ■ General information	877-282-6972 https://resources.hewitt.com/svm
T. Rowe Price	■ Profit Sharing and Retirement Plan—the 401(k) plan	800-922-7645 www.ips.troweprice.com
UnumProvident	■ Life insurance and AD&D ■ LTD	800-445-6402 866-217-4796 www.unumprovident.com
WageWorks	■ Reimbursement accounts	877-924-9967 www.wageworks.com

ServiceMaster offers you
a career with opportunity, advantages, and
a total compensation package that gives you
the protection and financial security
you're looking for.

SVM-36558-10/05

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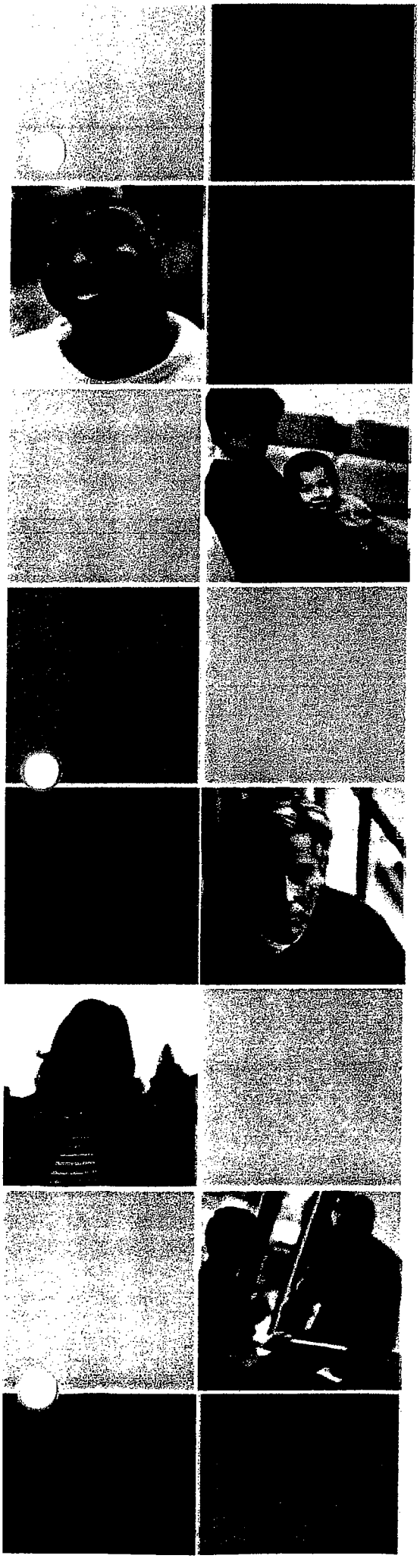


How do I know if it's more than the blues?

Who can help find good child care?

How can I reduce stress in my life?

What care is available for my aging parents?

Life is a series of questions.

We can help you find the answers.

Confidential help is available any time, day or night. Visit MagellanHealth.com for tools, information and resources on thousands of health and wellness topics. Or call your program's toll-free number to speak with a trained, compassionate professional.

ServiceMASTER®

LifeManagement Program

1-800-308-4936

For TTY users: 1-800-456-4806

www.MagellanHealth.com

MAGELLAN HEALTH SERVICES

Getting Better All the Time

SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006
EMPLOYEE PREMIUMS

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	$8.08	$17.50	$27.46	$59.50	$34.85	$75.50	$35.31	$76.50
Employee +1 Dependent	$13.38	$29.00	$46.62	$101.00	$59.08	$128.00	$70.62	$153.00
Employee + 2 Dependents	$15.46	$33.50	$62.08	$134.50	$79.85	$173.00	$97.85	$212.00
Employee + 3 or more Dependents	$15.92	$34.50	$78.23	$169.50	$102.00	$221.00	$97.85	$212.00

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	$5.77	$12.50	$6.46	$14.00	$3.46	$7.50
Employee +1 Dependent	$11.54	$25.00	$12.92	$28.00	$6.23	$13.50
Employee + 2 Dependents	$16.15	$35.00	$18.46	$40.00	$8.54	$18.50
Employee + 3 or more Dependents	$18.00	$39.00	$20.31	$44.00	$9.69	$21.00

	Weekly	Semi-Monthly
Employee	$1.15	$2.50
Employee +1 Dependent	$2.54	$5.50
Employee + 2 Dependents	$3.46	$7.50
Employee + 3 or more Dependents	$3.46	$7.50

Per $100 of Coverage	$0.83

Example: 43 year old, eligible earnings $25,000
Benefit = $25,000 x 60% = $15,000 annual benefit ($15,000/100 = $150)
Premium = $150 *.83 = $124.50
$124.50 / 52 = $2.40 per weekly pay period or $124.50 / 24 = $5.19 per semi-monthly pay period

	Weekly	Semi-Monthly
Coverage	$3.64	$7.88

Revised 10.10.2005

SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006
EMPLOYEE PREMIUMS

[illegible]					
	Per $1,000 of Coverage	Per $1,000 of Coverage	Spouse/Child(ren)	Weekly	Semi-Monthly
< 25	$0.72	$1.08	$15,000/$2,000	$0.86	$1.86
25 - 29	$0.84	$1.32	$25,000/$5,000	$1.45	$3.15
30 - 34	$0.96	$1.44	$50,000/$10,000	$2.93	$6.35
35 - 39	$1.20	$1.68			
40 - 44	$1.80	$2.64			
45 - 49	$2.76	$4.08			
50 - 54	$4.80	$7.32			
55 - 59	$7.32	$11.04			
60 - 64	$11.88	$17.88			
65 - 69	$20.04	$30.00			
> 70	$39.12	$58.68			

Example: 43 year old, eligible earnings $25,000, elected supplemental life = 2 x eligible earnings non-smoker
Benefit = $25,000 x 2 = $50,000 benefit ($50,000/1000 = $50)
Premium = $50 * 1.80 = $90
$90 / 52 = $1.73 per weekly pay period or $90 / 24 = $3.75 per semi-monthly pay period

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
$20,000	$0.14	$0.21	$0.30	$0.45
$30,000	$0.21	$0.31	$0.45	$0.68
$40,000	$0.28	$0.42	$0.60	$0.90
$50,000	$0.35	$0.52	$0.75	$1.13
$60,000	$0.42	$0.62	$0.90	$1.35
$70,000	$0.48	$0.73	$1.05	$1.58
$80,000	$0.55	$0.83	$1.20	$1.80
$90,000	$0.62	$0.93	$1.35	$2.03
$100,000	$0.69	$1.04	$1.50	$2.25
$150,000	$1.04	$1.56	$2.25	$3.38
$200,000	$1.38	$2.08	$3.00	$4.50
$250,000	$1.73	$2.60	$3.75	$5.63
$300,000	$2.08	$3.12	$4.50	$6.75
$350,000	$2.42	$3.63	$5.25	$7.88
$400,000	$2.77	$4.15	$6.00	$9.00
$450,000	$3.12	$4.67	$6.75	$10.13
$500,000	$3.46	$5.19	$7.50	$11.25
$550,000	$3.81	$5.71	$8.25	$12.38
$600,000	$4.15	$6.23	$9.00	$13.50
$650,000	$4.50	$6.75	$9.75	$14.63
$700,000	$4.85	$7.27	$10.50	$15.75
$750,000	$5.19	$7.79	$11.25	$16.88

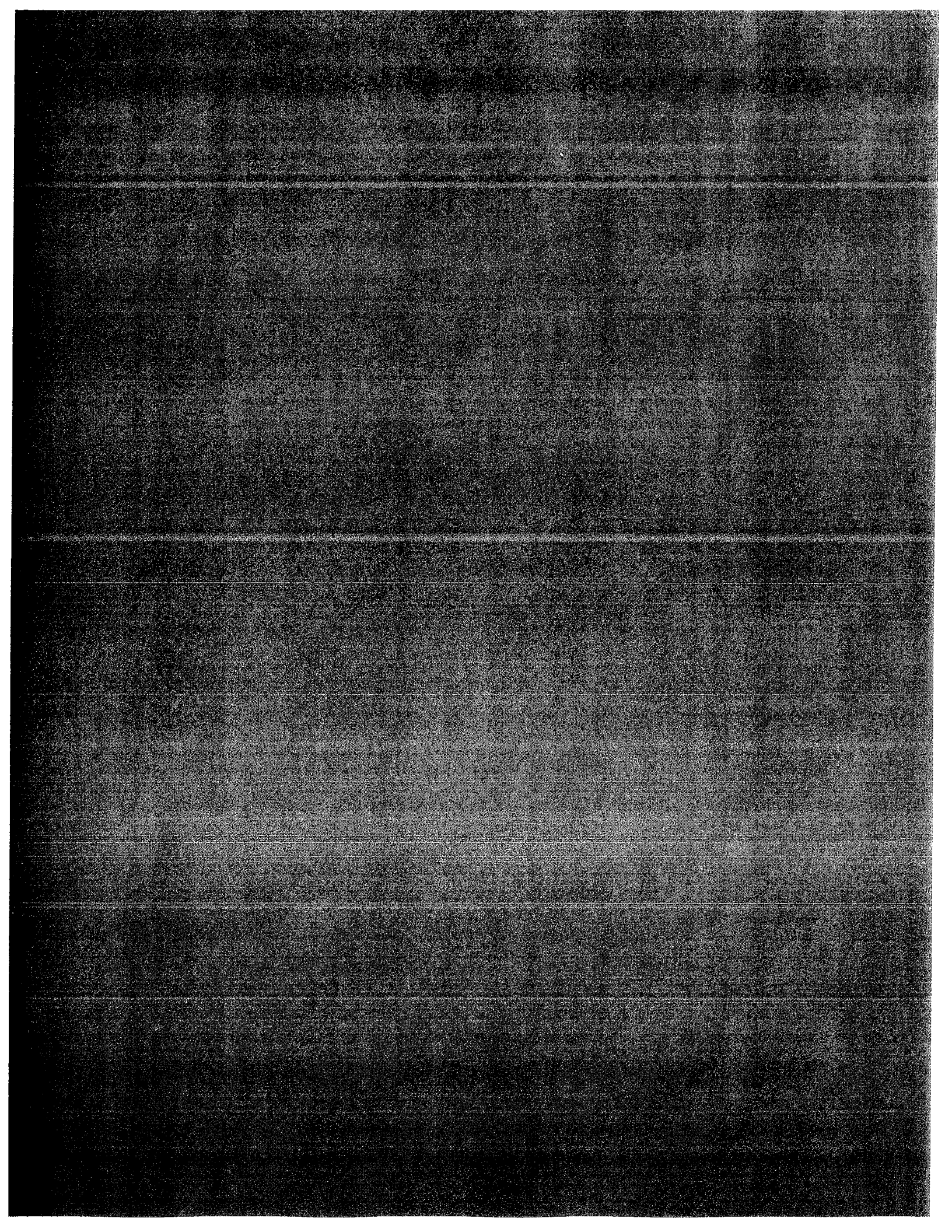
Plan Design Summary - *No change from previous presentation*

	Base Coverage			Middle Coverage		Highest Coverage		
	2005 Basic Services	*2005 Base PPO*	*2006 Regular*	*2005 Buy-up*	*2006 PPO Super*	*2006 Premium*	*2005 HMO*	*2006 HMO*
Annual Maximum Medical Benefi	$7,500 plus $45,000[1]	None	None	None	None	None	None	None
Annual Deductible								
· In Network	$200/$400	$1,000/$2,000	$1,000/$2,000	$400/$800	$600/$1,200	$400/$800	$0	$0
· Out of Network	$300/$600	$2,000/$4,000	$2,000/$4,000	$800/$1,600	$1,200/$2,400	$800/$1,600	Not Covered	Not Covered
Annual Out of Pocket Limit[2]								
· In Network	None	$3,000/$6,000	$15,000/$20,000	$2,000/$4,000	$2,500/$5,000	$2,000/$4,000	$1,500/$3,000	$1,500/$3,000
· Out of Network	None	$6,000/$12,000	$20,000/$30,000	$4,000/$8,000	$5,000/$10,000	$4,000/$8,000	Not Covered	Not Covered
Coinsurance								
· In Network	Coinsurance Varies	80%	70%	80%	80%	90%	100%	100%
· Out of Network	See SRC benefit schedule	60%	50%	60%	60%	60%	Not Covered	Not Covered
Office Visit	(Limited to 5 visits)							
· In Network	$10 copay	$20 PCP/$30 Spec.	$20 PCP/$30 Spec.	$20 copay	$20 PCP/$30 Spec.	$15 PCP/$25 Spec.	$20 PCP/$30 Spec.	$20 PCP/$30 Spec.
· Out of Network	$10 Ded then 80% Coins	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
Inpatient Hospital Copayment								
· In Network	Copays Vary	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	$500/admit	$500/admit
· Out of Network	See SRC benefit schedule	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
Prescription Drug								
· Annual Maximum Drug Benefit	$600	None	$1,500	None	None	None	None	None
· Deductible (Retail Only)	None	$50/$100	$50/$100	$50/$100	$50/$100	$25/$50	$50/$100	$50/$100
· Annual OOP Maximum	None	$1,000/$3,000	None	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000
· In Network								
Retail	$10 copay	90% G ($5 min)	85% G ($5 min)	90% G ($5 min)	90% G ($5 min)	95% G ($5 min)	90% G ($5 min)	90% G ($5 min)
	(subject to annual	80% FB ($15 min)	75% FB ($15 min)	80% FB ($15 min)	80% FB ($15 min)	85% FB ($15 min)	80% FB ($15 min)	80% FB ($15 min)
	maximum benefit)	70% NFB ($30 min)	65% NFB ($30 min)	70% NFB ($30 min)	70% NFB ($30 min)	75% NFB ($30 min)	70% NFB ($30 min)	70% NFB ($30 min)
Mail Order	$10 copay	90% G ($10 min)	85% G ($10 min)	90% G ($10 min)	90% G ($10 min)	95% G ($10 min)	90% G ($10 min)	90% G ($10 min)
	(subject to annual	80% FB ($30 min)	75% FB ($30 min)	80% FB ($30 min)	80% FB ($30 min)	85% FB ($30 min)	80% FB ($30 min)	80% FB ($30 min)
	maximum benefit)	70% NFB ($60 min)	65% NFB ($60 min)	70% NFB ($60 min)	70% NFB ($60 min)	75% NFB ($60 min)	70% NFB ($60 min)	70% NFB ($60 min)
· Out of Network								
Retail	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Mail Order	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered

[1] The base medical maximum benefit is $7,500 per coverage year. There also is a supplemental medical benefit of $45,000 (lifetime maximum)

[2] Including deductible

OMITTED FOR THIS RFSQ PROCESS



Subcontractors Form List

Does not apply

STATEMENT OF WORK

A. Public Works Contract Manager

Public Works Contract Manager will be identified at the time of contract award. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Facilities to be maintained are enumerated in Exhibit G and are located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. General Work Requirements

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.

2. Render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; pruning of trees and shrubs; control of weeds, vegetation disease, and pests; operation and repair of the irrigation systems, sprinkler heads, and risers; and maintenance of equipment. Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein and/or revised by Public Works in Exhibit G, Special Provisions. The specific frequencies per site identified in Exhibit E, Form PW-2, Schedule of Prices, shall govern the Contractor's completion of required operations.

3. Not work or perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.

4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations

and shall promptly comply with any request made by the Contract Manager.

5. During the hours and days of maintenance service as identified in this Exhibit's paragraph L, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.

6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.

7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.

8. Recognize that the general provisions set forth in this Exhibit A may be modified by special provisions (Exhibit G, Special Provisions) set forth in this Contract for the specified jobsite/facility.

D. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.

2. Closely monitored its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.

3. Ensure its crew leader(s) and operational staff as well as its supervisory and management staff, are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.

4. Ensure its executive, management, or supervisory staff provides ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, or inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.

5. Ensure its on-site supervisor has at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing Operations

The Contractor shall:

a. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

b. Mow the turf with a reel-type mower equipped with rollers or a rotary-type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.

c. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.

d. Perform mowing operations on a schedule that is acceptable to the Contract Manager.

e. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.

f. Complete mowing of turf and cleanup at each facility in one continuous operation.

2. Mowing Site Inspection and Reporting

The Contractor shall:

a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers. Glass bottles shall not be driven over or broken. Excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately replaced by the Contractor.

b. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

3. Edging Operations

The Contractor shall:

a. Keep all turf edges, including designed edges in flower beds, neatly edged, and all grass invasions eliminated.

b. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams in a neat and uniform line.

c. Complete all edging of turf and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.

d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

e. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.

f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

4. Weed Removal Operations

The Contractor shall:

a. Keep all grasslike weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.

b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:

- Hand removal (mechanical)
- Cultivation
- Chemical Eradication
- Mulching

c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.

d. Remove all weeds from shrub beds, planters, and other cultivated areas.

e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.

f. Remove all dead weeds from the areas, after complete kill.

g. Inspect all walkways, beds, planters, landscapes, and spot treating weeds as necessary.

h. Maintain developed areas of a facility that have become denuded weed free.

i. Leave in a natural state designated areas of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

5. Litter Control Operations

The Contractor shall:

a. Police and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.

b. Complete policing, litter pick up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

c. Accomplish the complete removal, if a lake, pond, and/or stream are located on the jobsite(s)/facility(ies) of:

1) Floating debris and litter in the lake(s), pond(s), and/or stream(s).

2) Trash cans and any other large materials placed into lake(s), pond(s), and/or stream(s).

3) Submerged debris within ten feet of the incline of a lake(s), pond(s), and/or stream(s).

d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.

e. Place litter picked up on-site in trash bin(s) and not in trash containers.

f. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to ten feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams.

6. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf areas under trees, and placed in appropriate trash bin(s).

7. Shrub Pruning and Hedge Trimming Operations

The Contractor shall:

a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

b. Trim all designated formal plant materials to maintain formal hedges and topiary work.

c. Remove all dead shrubs.

d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.

e. Prune any runners that start to climb buildings, shrubs, or trees.

f. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.

g. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.

8. Groundcover Operations

The Contractor shall:

a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.

b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.

c. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.

d. Cultivate the open soil between plants where planting permits.

9. Sweeping Operations

The Contractor shall:

a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.

b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:

- Power pack blowers
- Vacuums
- Brooms
- Push power blowers

c. Be subject to local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Any schedule of such operations may be modified by Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.

e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

10. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

11. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section R, Use of Chemicals.

12. General Landscape Maintenance - Site Inspection and Reporting

The Contractor shall:

a. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.

b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

13. Chemical Edging Detailing Operations

The Contractor shall:

a. Use all chemicals in accordance with Section R, Use of Chemicals.

b. Employ precautionary measures when using chemicals as all areas will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.

d. Limit, where trees and shrubs occur in turf areas, all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid from damage.

e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.

f. Perform detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas in a manner that ensures operability, ease of location, and/or a clean appearance. A 6-inch barrier width shall be considered normal.

g. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.

h. Remove all dead weeds from the area, after complete kill.

14. Chemical Application - Site Inspection and Reporting

The Contractor shall:

a. Ensure, prior to proceeding with any chemical application, that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.

b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

15. Watering and Irrigation System Management

The Contractor shall:

a. Since water requirements by plant vary according to the season and a particular year, pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

b. Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.

c. Regulate watering to avoid interference with any use of the roadways, pavements, walks, or areas designated for scheduled special events.

d. Set, in the areas where wind creates problems of spraying water onto private property or road right of ways, the controllers to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

e. Control the irrigation system in such a way as not to cause any excessively wet or "water-logged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and runoff drowning.

f. Water new turf (up through the sixth mowing) immediately after mowing. Well established turf shall not be watered for at least four hours after mowing.

g. Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to overwater in shady areas.

h. Be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with these Specifications and frequencies specified in Exhibit E, Form PW-2, Schedule of Prices.

i. Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and

inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

16. Irrigation System Maintenance and Repair

The Contractor shall:

a. Be responsible for maintenance of the irrigation system.

b. Inspect and report the status of the irrigation system the Contract Manager.

c. Adjust and clean sprinkler heads which may require the removal of the sprinkler head.

d. Repair or replace sprinkler heads having a 1/2-inch inlet at Contractor expense.

e. Repair/replace malfunctioning sprinkler heads within one watering cycle.

f. Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.

g. Provide replacements of all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear at Contractor's expense.

h. Provide replacements of all risers and swing joints due to normal wear at Contractor's expense.

i. Flush irrigation pipelines following repairs and replacements.

j. Recover and refasten removed valve box covers.

k. Confer with the Contract Manager regarding the need for replacement or relocation of inoperable sprinkler heads, including lateral pipes. As identified by the Contract Manager, the Contractor, at no additional cost, shall replace inoperable with operable sprinkler head(s) that are greater than a 1/2 inch and are supplied by Public Works.

l. Follow the repair or replacement of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.

m. Notify Contract Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment. Public Works will be responsible for the following components of the irrigation system: quick couplers, plumbing systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.

n. Replace all irrigation components provided by Public Works to the Contractor within 24 hours upon receiving the component from the Public Works.

o. Not be required to perform a complete piping replacement of the irrigation system. Public Works will be responsible for the repair or replacement of leaking main and lateral irrigation lines.

p. Complete replacement of irrigation components that are identified as the Contractor's responsibility within one watering cycle of determining damaged or inoperable irrigation component.

q. Replace the irrigation system with originally specified parts/equipment of the same size and quality. Prior to the installation, the Contract Manger may approve the Contractor's request to use substitutes parts/equipment.

17. Irrigation System Operability and Testing Operation

The Contractor shall:

a. In order to ensure the operability of the irrigation system, cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system include inspection of drip emitter, drip tubes, inspecting/clean and flush filters, etc., and report any damage or incorrect operation to the Contract Manager.

b. During the testing:

1) Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas, and private property.

2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.

3) Record and report all system malfunctions, damage, and obstructions to the Contract Manager and take corrective action.

4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

c. In addition to regular testing, test and inspect all irrigation systems as necessary when damage is suspected, observed, or reported.

d. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Contract Manager.

18. Irrigation System Operability and Testing - Frequency

The Contractor shall:

a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads once per month or more frequently if problems/conditions indicate a need.

b. Inspect sprinkler heads and adjust and correct for coverage once per week.

c. Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads as needed.

d. Visually inspect the system's impact on the jobsite(s)/facility(ies) once per week.

e. Check valve boxes for safety and appropriate security once per week.

f. Flush irrigation pipeline after repair or replacement of irrigation components as needed.

g. If an automatic irrigation system or a portion of a system malfunctions, and is authorized by the Contract Manager, manually manipulate the system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Contract Manager may opt to pay the Contractor a supplement to continue the manual manipulation, or the Contract Manager may decide to terminate the supplemental irrigation.

h. Clean/flush all filters, e.g., filter for backflow device once a year. Filter for drip irrigation system, if applicable, twice a year.

19. Watering and Irrigation System Management - Site Inspection and Reporting

The Contractor shall:

a. Each time a jobsite/facility receives service, check the irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

b. Ensure that all its crews and supervisors working or reviewing a jobsite/facility reports malfunctions, hazards, and emergencies immediately to the Contract Manager.

c. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

d. Ensure that all its crews and supervisors working or reviewing a jobsite/facility mitigate any observed hazards to the extent possible.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager for which the Contractor will be compensated in accordance with Exhibit E, Form PW-2, Schedule of Prices.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

a. Prune trees to maintain good tree health and structure, enhance the appearance and provide the proper vertical and horizontal clearances as follows:

1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.

2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.

3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of

inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.

4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).

5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.

6) Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.

7) Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.

8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.

b. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size as follows:

1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.

2) Under no circumstances shall hedge shears be used as a means of pruning.

3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.

5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.

7) Climbing spurs shall not be used.

8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.

c. Utilize the following pruning criteria:

1) Removal of weak, diseased, insect infested, and damaged limbs as recommended by a certified arborist.

2) Prune all trees for vertical and horizontal clearance. Such clearances are 7 feet for pedestrian areas and walkways, and 14 feet for vehicular roadways.

3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.

4) Thin all trees of smaller limbs to distribute the foliage evenly.

5) Trim and shape all trees to provide a symmetrical appearance typical of the species.

6) Cut all suckers and sprouts flush with the trunk or limb.

7) Stubs are not permitted.

d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.

e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.

f. Remove and dispose all trimming and debris off-site at the end of each day's work at Contractor's expense.

g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be

removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.

h. Not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.

i. Not trim palm trees during the bird nesting season of April 1 through June 30 unless otherwise approved by the Contract Manager.

j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Cultivating Operation

The Contractor shall:

a. Take care to avoid unnecessary or excessive injury to the turf grass.

b. Sweep or take the dislodged thatch from the turf areas and place in appropriate trash bin(s).

c. Use standard renovating or vertical mowing type equipment.

d. Vertically mow ad remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

e. Renovation-Turf

1) Renovate to the soil line and remove all excessive thatch in turf area.

2) After thatch is removed and upon completion of turf renovation, all turf areas shall be overseeded, have top dressing or seed covered, and watered.

3) Areas to be overseeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.

4) Mulch shall be spread evenly over the entire area to a uniform depth.

f. Cultivate all planted areas to encourage water penetration, fertilizer absorption, and gaseous exchange.

3. Turf Reseeding/Restoration of Bare Areas Operation

The Contractor shall

a. Overseed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

b. Seed these areas utilizing blends or mixtures at the rate of application by the Contract Manager.

c. Once each year in the fall, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate, or verticut, seed and top dress, or seed cover (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Contract Manager may require the use of sod when deemed necessary.

d. Be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

e. Over seed at a rate of five pounds per 1,000 square feet and reseeding of bare areas shall be sown at a rate of eight pounds per 1,000 square feet. The following seed specifications shall be used for all over seeding and reseeding:

Name	Prop	Purity	Germination
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control Operation

The Contractor shall:

a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including, but not limited to, trees, shrubs, groundcover, and turf.

b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.

c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control

shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5. Plant Materials Operation

The Contractor shall:

a. Provide plant materials that conform to the requirements of the landscape pan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

b. Be allowed substitutions, but only with prior written approval by the Contract Manager.

c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.

d. Provide the following level of quality:

1) Plants shall be sound; healthy; vigorous; free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.

2) All trees shall be measured 6 inches above the ground surface.

3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.

4) Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the Plant List.

5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

6. Fertilization – Operation

The Contractor shall:

a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.

b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

c. Not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.

d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.

e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Additional Work

1. The Contract Manager may authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification. Authorized additional work that results in unanticipated labor expenses shall be paid by Public Works as specified in Exhibit E, Form PW-2, Schedule of Prices.

2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and

materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

I. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:

   a. Irrigation system damage shall be repaired or replaced within one watering cycle.

   b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.

   c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.

   d. Trees

      1) Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist for recommendations for treatment or replacement.

      2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.

      3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.

e. Shrubs

1) Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming Operation" (see this Exhibit's paragraph E.7).

2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" of the Seasonal Specialty Task Specifications (see this Exhibit's paragraph F.5).

f. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

J. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish.

   During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.

3. Abate all complaints shall be abated to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract

Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

K. Safety

1. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

2. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon._The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

L. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service, Monday through Friday, shall be as follows:

   a. For the months of November through April, 7 a.m. to 3:30 p.m.

   b. For the months of May through October, 6 a.m. to 3:30 p.m.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

M. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.

2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.

3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.

4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:

   a. Fertilization;

   b. Turf renovation/reseeding;

   c. Micronutrients/soil amendments;

   d. Spraying of trees, shrubs, or turf;

   e. Aesthetic tree pruning; and

f. Other items so designated by the Contract Manager.

N. Contractor's Staff

The Contractor shall

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.

3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

The Public Works will pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the

Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

R. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.

3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.

6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.

7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

S. Specific Requirements

1. Locks and Keys

a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.

b. Contractor may provide chain and lock system, at Contractor's expense.

c. The Contractor shall:

1) Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.

2) Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.

3) Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost, as determined by the Contract Manager of rekeying the location or duplicating additional keys.

4) Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.

5) Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a $500 fine or both.

T. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all

landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

U. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

V. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.

3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.

4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.

5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next

regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.

6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:

   a. All the time limits and acts required to be done by both parties are of the essence of this Contract;

   b. The parties are both experienced in performance of this Contract work;

   c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price;

   d. The parties are not under any compulsion to contract;

   e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Exhibit E, Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

W. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at http://www.dir.ca.gov/.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit $50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

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9SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in

this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time; provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally

accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personnel injury, death, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

   a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

   b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

Cat. No. 20599I

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

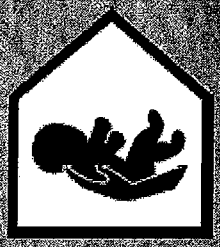
Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

SCHEDULE OF PRICES

FOR

MONTROSE/ALTADENA MEDIANS

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following prices for the performance of the work as described in these Specifications. The Bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

GANESHA AVENUE ISLAND AT MARIPOSA STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1	1	52	$ 21.00	$ 1,092.00
2.	All Management and Supervision	1	1	52	$ 21.00	$ 1,092.00
3.	Mowing					
	a. General Turf Areas	1	1	43	$ 21.00	$ 903.00
	b. Specialized Areas	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	0.5	0.5	43	$ 10.50	$ 451.50
	b. Groundcover	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	0.5	52	$ 10.50	$ 546.00
7.	Raking					
	a. Turf Under Trees	0.5	0.5	26	$ 10.50	$ 273.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	$ NA	$ NA
	b. Shrub Safety Clearance / Shrub Pruning	0.5	0.5	6	$ 10.50	$ 63.00
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
10.	Aerification per Specification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control per Specification	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$ 50.00	$ NA
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides	0.5	0.5	4	$ 10.50	$ 42.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.5	0.5	4	$ 10.50	$ 42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 40.00 p/hr.	$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 40.00 p/hr	$ NA

TOTAL ANNUAL COST GANESHA AVENUE ISLAND AT MARIPOSA STREET	$ 6,584.50

ISLAND AT THE INTERSECTION OF ORANGEDALE AVENUE AND MIRAVISTA ROAD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1	1	52	$ 21.00	$ 1,092.00
2.	All Management and Supervision	1	1	52	$ 21.00	$ 1,092.00
3.	Mowing					
	a. General Turf Areas	1	1	43	$ 21.00	$ 903.00
	b. Specialized Areas	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas					
	b. Groundcover	0.5	0.5	26	$ 10.50	$ 273.00
		NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	0.5	52	$ 10.50	$ 546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	0.5	20	1	$ 800.00	$ 800.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification Per Specification	1	1	1	$ 21.00	$ 21.00
11.	Rodent Control Per Specifaction	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$ 50.00	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	0.5	0.5	4	$10.50	$42.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	0.5	0.5	4	$10.50	$42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Manual					
	e. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	1	52	$ 40.00	$ 2,080.00
	f. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	1	52	$ 40.00	$ 2,080.00
	g. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	NA	$ NA	$ NA
	h. Manual Watering of Turf and Shrubs, more often if necessary	1	1	52	$ 40.00	$ 2,080.00

TOTAL ANNUAL COST - ISLAND AT THE INTERSECTION OF ORANGEDALE AVENUE AND MIRAVISTA ROAD	$ 11,051.00

SANTA ROSA AVENUE MEDIAN FROM CALAVERAS STREET TO ALAMEDA STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1.5	1.5	52	$31.50	$1,638.00
2.	All Management and Supervision	1.5	1.5	52	$31.50	$1,638.00
3.	Mowing					
	a. General Turf Area	NA	NA	NA	$ NA	$ NA
	b. Specialized Areas	1	1	22	$21.00	$462.00
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	0.5	52	$10.50	$546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	0.5	35	2	$ 1,400.00	$ 2,800.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Tree Fertilization Vertical Mulch	NA	NA	As-Needed	$ 50.00	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	4	$ 21.00	$ 84.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	NA	NA	As-Needed	$ 40.00 p/hr	$ NA
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	NA	NA	As-Needed	$ 40.00 p/hr	$ NA
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	NA	$ NA	$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	NA	$ NA	$ NA

TOTAL ANNUAL COST - SANTA ROSA AVENUE MEDIAN FROM CALAVERAS STREET TO ALAMEDA STREET	$ 7,168.00

SANTA ROSA AVENUE PARKWAY AREAS AT N/E AND N/W CORNERS AT WOODBURY ROAD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1	1	52	$21.00	$1,092.00
2.	All Management and Supervision	1	1	52	$21.00	$1,092.00
3.	Mowing					
	a. General Turf Areas	1	1	43	$21.00	$903.00
	b. Specialized Areas	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	0.5	0.5	26	$10.50	$273.00
	b. Groundcover	0.5	0.5	12	$10.50	$126.00
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	0.5	52	$10.50	$546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
7.	Raking					
	a. Turf Under Trees	0.5	0.5	12	$ 10.50	$ 126.00
	b. Planter Beds and Planters	0.5	0.5	12	$ 10.50	$ 126.00
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	15	2	$ 600.00	$ 1,200.00
	b. Shrub Safety Clearance / Shrub Pruning	1	1	6	$ 21.00	$ 126.00
	c. Hedge Shaping / Trimming	1	1	6	$ 21.00	$ 126.00
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	0.5	26	$ 10.50	$ 273.00
10.	Aerification Per Specification	1	1	1	$ 21.00	$ 21.00
11.	Rodent Control Per Specification	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$ 50.00	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	1	1	4	$21.00	$84.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	2	$21.00	$42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	NA	$ NA	$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00

TOTAL ANNUAL COST - SANTA ROSA AVENUE PARKWAY AREAS AT N/E AND N/W CORNERS AT WOODBURY ROAD	$ 9,276.00

MOUNT LOWE DRIVE MEDIAN FROM MOUNT CURVE LANE TO MAIDEN LANE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1.5	1.5	52	$31.50	$1,638.00
2.	All Management and Supervision	1.5	1.5	52	$31.50	$1,638.00
3.	Mowing					
	a. General Turf Areas	2	2	43	$21.00	$903.00
	b. Specialized Areas	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	NA	NA	NA	$ NA	$ NA
	b. Bare Areas	NA	NA	NA	$ NA	$ NA
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	1	1	52	$21.00	$1,092.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
7.	Raking					
	a. Turf Under Trees	1	1	12	$21.00	$252.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	15	2	$600.00	$1,200.00
	b. Shrub Safety Clearance / Shrub Pruning	1	1	2	$21.00	$42.00
	c. Hedge Shaping / Trimming	1	1	2	$21.00	$42.00
	d. Groundcover Thinning / Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	NA	NA	NA	$ NA	$ NA
10.	Aerification Per Specification	1	1	1	$21.00	$21.00
11.	Rodent Control Per Specification	NA	NA	NA	$ NA	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$50.00	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	1	1	4	$21.00	$84.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	4	$21.00	$84.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	NA	$ NA	$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	1	1	52	$ 40.00	$ 2,080.00

TOTAL ANNUAL COST - MOUNT LOWE DRIVE MEDIAN FROM MOUNT CURVE LANE TO MAIDEN LANE	$ 11,156.00

TOTAL COST SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.4	Ganesha Avenue Island at Mariposa Street	$ 6,584.50
E.8	Island at the Intersection on Orangedale Avenue and Miravista Road	$ 11,051.00
E.12	Santa Rosa Avenue Median from Calaveras Street to Alameda Street	$ 7,168.00
E.16	**Santa Rosa Avenue Parkway Areas at N/E and N/W Corners at Woodbury Road**	$ 9,276.00
E.20	**Mount Lowe Drive Median from Mount Curve Lane to Maiden Lane**	$ 11,156.00
GRAND TOTAL		$ 45,235.50

LEGAL NAME OF PROPOSER: TruGreen LandCare A General Partnership		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: [signature]		
TITLE OF AUTHORIZED PERSON: Branch Manager		
DATE: July 3, 2006	STATE CONTRACTOR'S LICENSE NUMBER: 774548	LICENSE TYPE: C61/D49 C27
PROPOSER'S ADDRESS: 13167 W 9th St, Upland, CA 91786		
PHONE: (909) 920-4308	FAX: (909) 920-9377	E-MAIL:

P:\aspub\CONTRACT\ROD\MEDIANS\2006 IFBs\8 - Exhibit E-2.doc

SAMPLE COST METHODOLOGY FOR MONTROSE / ALTADENA MEDIANS – LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

BIDDER: TruGreen LandCare

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY SUN	MON	TUE	WED	THU	FRI	SAT	HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
Supervisor		8	5					13	676	15.00	$ 10,140
Laborer		8	5					13	676	9.46	$ 6,395
Laborer		8	5					13	676	9.46	$ 6,395
											$
											$
Tree Supervisor		8	8	8	8	8	8		48	22	$ 1056
Tree Trimmer		8	8	8	8	8			40	18	$ 720
Tree Trimmer		8	8	8	8	6			40	18	$ 720
Tree Trimmer		8	8	8	8	8			40	18	$ 720
											$

Comments/Notes:

Tree trimming to be done by separate arbor crew as necessary (168 total hrs through out the year. per year)

Total Annual Salaries	$ 26,146.
(1) Vacations, Sick Leave, Holiday	$ 1,829
(2) Health Insurance **	$ N/A
(3) Payroll Taxes & Workers' Compensation	$ 2,464
(4) Welfare and Pension	$ N/A
Total Annual Employee Benefits (1+2+3+4)	$ 4293
(5) Equipment Costs	$ 6238
(6) Service and Supply Costs	$ 1738
(7) General and Administrative Costs	$ 1971
(8) Profit	$ 4870.50
Total Annual Other Costs (5+6+7+8)	$ 14,796.50
TOTAL ANNUAL PRICE	$ 45,235.50

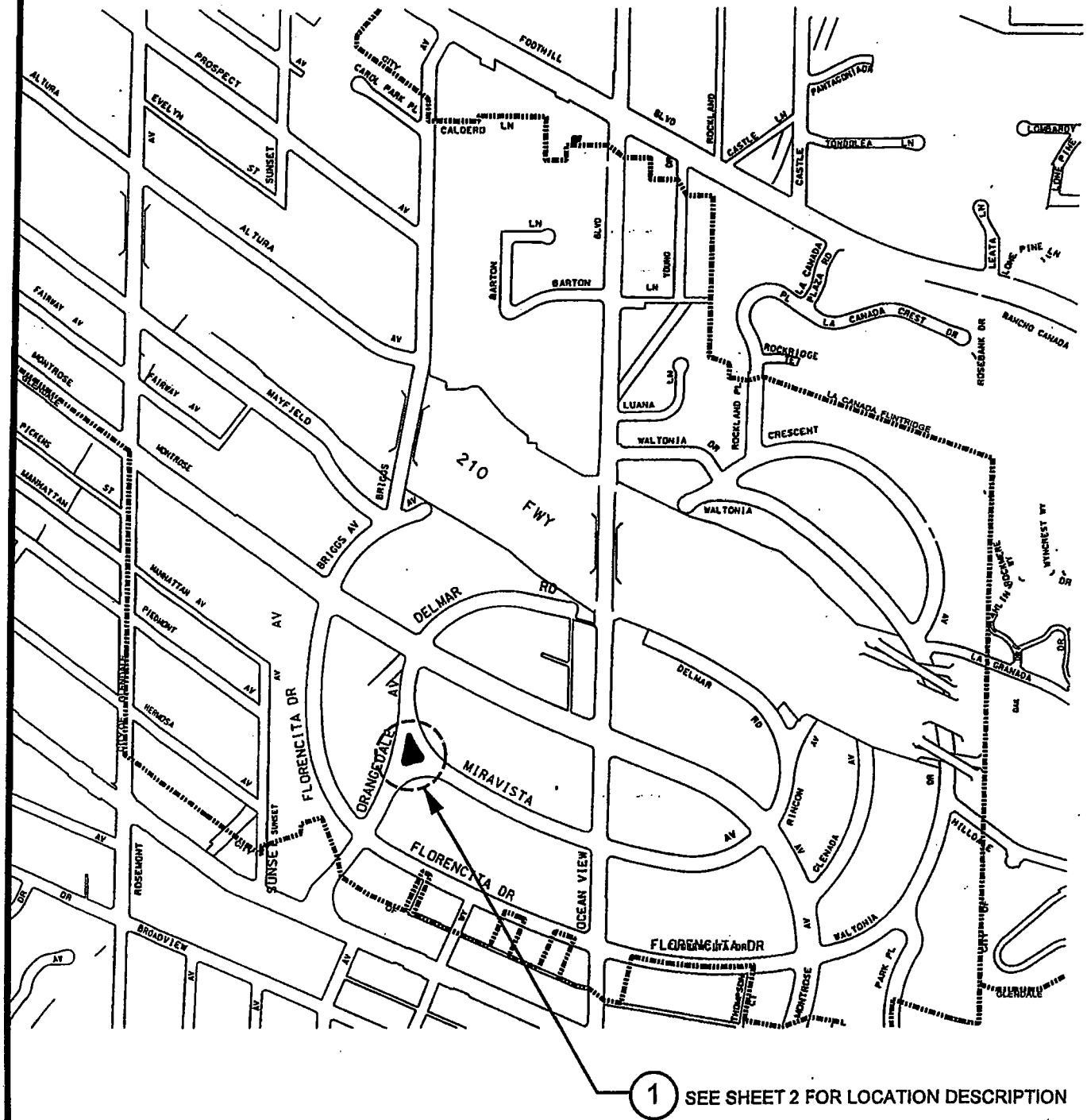
* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

MONTROSE / ALTADENA MEDIANS

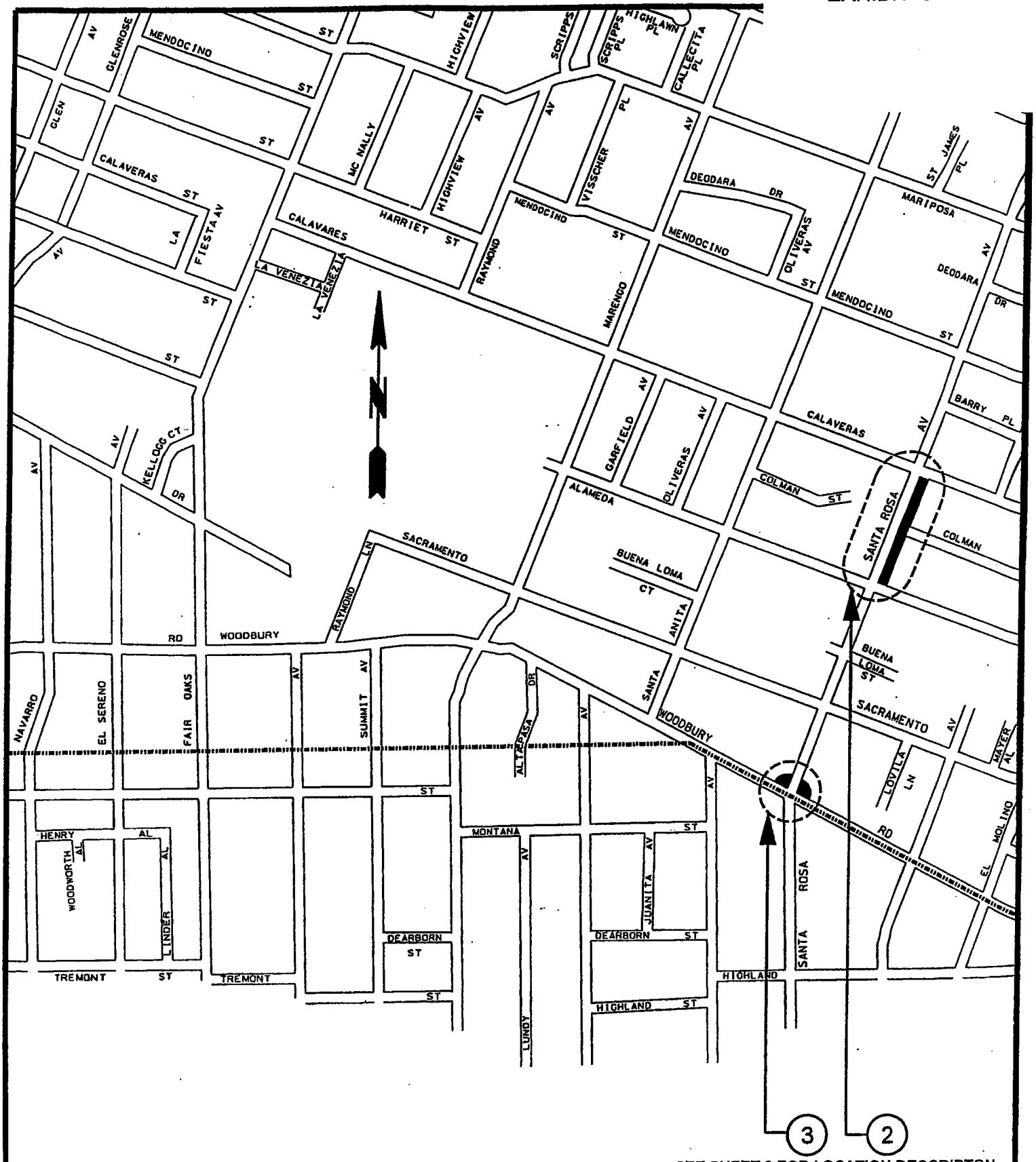
	LOCATION	LIMITS	DESCRIPTION	THOMAS GUIDE
1	Orangedale Avenue	Island at Intersection of Orangedale Ave. & Miravista Avenue	Trees and Grass	564-H3
2	Santa Rosa Avenue	Median from Calavaras St. to Alameda St.	Trees, no Grass	534-J6
3	Santa Rosa Avenue	Parkway Areas at NE & NW Corners at Woodbury Rd.	Trees, Shrubs, Ivy & Grass	535-J7
4	Mount Lowe Drive	Median from Mt. Curve Lane to Maiden Lane	Trees and Grass	536-B4
5	Ganesha Avenue	Island at Mariposa St.	Trees and Bushes	536-B5

EXHIBIT G-2



PROJECT NAME	MONT	G.11			
PROJECT ENGINEER	Y. MALACON	C.E. NO. C 52544	T.G. 534-H3	FILENAME MAP01	SCALE 1"=700'	SHEET 3 OF 5

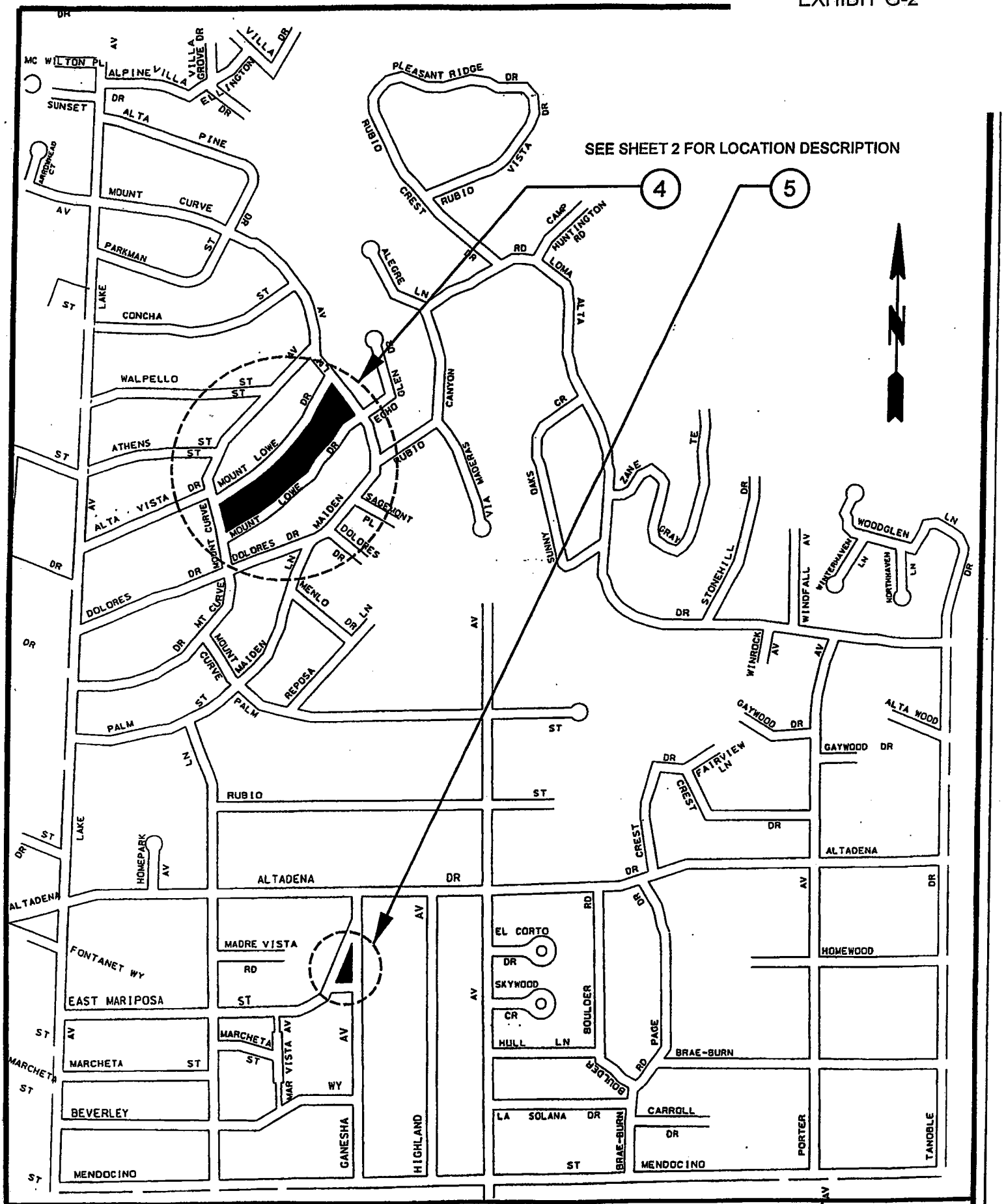
EXHIBIT G-2



SEE SHEET 2 FOR LOCATION DESCRIPTON

PROJECT NAME	MONT	G.12			
PROJECT ENGINEER	Y. MALACON	C.E. NO. C 52544	T.G. 535-J6,7	FILENAME MAP02	SCALE 1"=700'	SHEET 4 OF 5

EXHIBIT G-2



PROJECT NAME	MONTI	G.13			
PROJECT ENGINEER	Y. MALACON	C.E. NO. C 52544	T.G. 536 B-4,5	FILENAME MAP03	SCALE 1"=700'	SHEET 5 OF 5

EXHIBIT H
FORM PW-11

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

Application of **Minimum Requirements**

Application of **Evaluation Criteria**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor:_____

BOARD EXECUTE

AGREEMENT FOR

SAN GABRIEL MEDIANS

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this _____day of _____, 2006, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and TRUGREEN LANDCARE, a general partnership (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, County of Los Angeles Department of Public Works (Public Works) has solicited statements of qualifications to identify one or more contractors qualified to provide landscape maintenance services under this AGREEMENT; and

WHEREAS, has reviewed and evaluated the statements submitted, Public Works has developed a list of responsible landscape maintenance contractors; and

WHEREAS, Public Works has found the CONTRACTOR to be a qualified, responsible landscape maintenance provider pursuant to the Request for Statements of Qualifications issued on January 26, 2006; and

WHEREAS, the CONTRACTOR having submitted the lowest bid for the described work in accordance with the Invitation for Bids issued on June 15, 2006.

AGREEMENT

NOW, THEREFORE, CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the COUNTY of the CONTRACTOR'S bid filed with COUNTY on July 3, 2006, hereby agrees to provide landscape maintenance services as described in the attached specifications, including, but not limited to, Exhibit A, Scope of Work.

FIRST: This AGREEMENT, the CONTRACTOR'S Statements of Qualifications, Exhibits A (Statement of Work), B (Service Contract General Requirements), C (Internal Revenue Service Notice 1015), D (Safely Surrendered Baby Law Posters), E-1 (Form PW-2, Schedule of Prices), F-1 (Form LW-8, Cost Methodology), G-1 (Location Maps), and H (Transmittal Form to Request an IFB Solicitation Requirements Review), all attached hereto and incorporated by reference in this AGREEMENT, are agreed by the COUNTY and the CONTRACTOR to constitute integral parts of this AGREEMENT.

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SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to Exhibit E (Form PW-2, Schedule of Prices), an amount not to exceed $99,751 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

THIRD: This Contract's initial term shall be for a period of one year commencing on August 20, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FOURTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Exhibit E-1, Form PW-2, Schedule of Prices.

FIFTH: Payments will be made for all work performed to the satisfaction of the Director upon receipt of a claim from the CONTRACTOR. The CONTRACTOR shall present invoices in triplicate (one original and two copies) for all work performed. The CONTRACTOR'S claim will clearly indicate this Contract's number, work order number, dates of service, location, type of services, and an itemized cost of labor and material. Public Works will only pay for hours actually worked by the CONTRACTOR'S employees on the assigned project. Public Works reserves the right to request additional information it may deem necessary on the invoices. Public Works agrees to make payment to the CONTRACTOR within 30 days of the receipt of a properly completed invoice from the CONTRACTOR. Invoices shall be sent to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum, or such greater amount of compensation authorized by the Board.

SEVENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

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EIGHTH: The CONTRACTOR shall not perform or accept work requests from Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

NINTH: CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions of the CONTRACTOR'S bid and/or Statement of Qualifications conflict with the COUNTY'S specifications, requirements, terms, and conditions herein, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Should the COUNTY terminate this Contract for cause or should the CONTRACTOR request to be relieved from this Contract's requirements, the COUNTY at its sole discretion may not invite the CONTRACTOR to submit a bid for the replacement Contract.

FOURTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

TRUGREEN LANDCARE, a general partnership composed of TRUGREEN LANDCARE, LLC, and TRUGREEN COMPANIES, LLC

By _____
Regional Operations Manager

_____
Type or Print Name

P:\aspub\CONTRACT\ROD\MEDIANS\2006 IFBs\AGREEMENT SAN GABRIEL-new.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino } ss.

On 7/18/06 (Date), before me, Monica Quinonez, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jim Angel (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

MONICA QUINONEZ
Commission # 1618595
Notary Public - California
San Bernardino County
My Comm. Expires Nov 3, 2009

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Comprehensive Table of Contents

List of Items

A) Letter of Transmittal
B) Vendor's Capabilities
C) Work Plan
D) Quality Assurance Program
E) Subcontractors
F) Financial Statements
G) Licenses
H) Proof of Valid Insurance
I) Labor Regulations and Record Keeping Requirements
J) Additional Information
K) Forms List
L) Subcontractors Form List

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

February 21, 2006

Mr. Donald L. Wolfe
Director of Public Works
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803

Re: **Statements of Qualifications for Landscape Maintenance Services**

Dear Mr. Wolfe:

TruGreen LandCare proposes to furnish all labor, material and equipment necessary as identified in the Scope of Work for each individual contract.

Said work shall be performed per requirements and scope of services. TruGreen LandCare agrees that upon acceptance of any individual contract, TruGreen LandCare will commence all services as specified in the term of the contract.

This letter also serves to authorize the following list of names of individuals authorized to represent TruGreen LandCare and to sign any binding contract or agreement on behalf of TruGreen LandCare:

David G. Evans
Branch Manager
1323 West 130th Street
Gardena, California 90247
Phone: 310/354-1520 Fax: 310/323-4780

Joel Gay
Branch Manager
1150 West Trenton
Orange, California 92867
Phone: 714/628-1010 Fax: 714/628-1011

Raitis Raisian
Branch Manager
1367 West 9th Street
Upland, California 91786
Phone: 909/920-4308 Fax: 909/920-9377

Gary Scott
Branch Manager
7755 Deering Avenue
Canoga Park, California 91304
Phone: 818/346-7552 Fax: 818/346-6752

Respectfully submitted,

Sergio Hernandez,
Regional Operations Manager

Vendor's Capabilities

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

BACKGROUND AND EXPERIENCE

TruGreen LandCare, a California General Partnership, founded September 1, 1998 through the successful acquisition of many top landscape companies, has many years of experience and knowledge to serve our customers. We provide professional landscape maintenance to many public works and high profile projects.

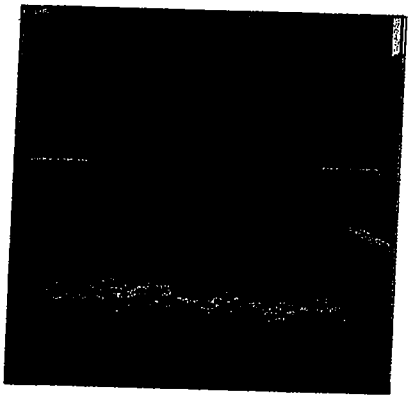
TruGreen LandCare has many branches that specialize in the managing of public works landscape maintenance contracts. We feel that by concentrating our efforts in one aspect of landscape maintenance, public works; that we have the knowledge and experience to provide our customer the type of service required for these government contracts.

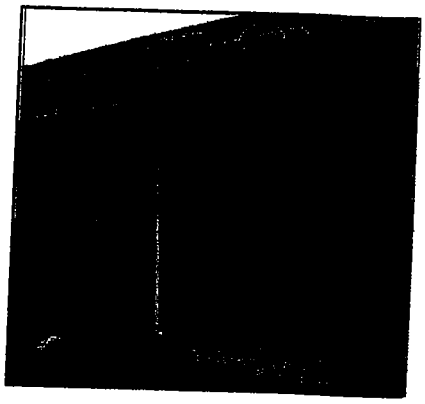
Our fleet of trucks and equipment includes small pick-ups, mowing equipment, carrier trucks, utility trucks, aerial towers and refuse trucks. In addition, we have several tractors as well as various other pieces of large equipment to provide for related services.

We have on-site shops; each supervised by a Shop Manager whose employees maintain company vehicles and miscellaneous equipment. The company employs licensed Pest Control Applicators, Certified Arborists, and Certified Tree Trimmers.

Our Supervisory Staff has both technical knowledge and practical experience in all phases of landscape services. We also provide continuing education through various seminars and classes in field related subjects.

Large enough to serve you. Small enough to know you.





In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive *Initial & Follow-up* Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

TRUGREEN LandCare

TruGreen LandCare

Los Angeles Region, 1641

RVP
15 Years

Region Support

RCFO
10 Years

RHRM
6 Years

RFFSM
23 Years

ROM
6 Years

RCSR
9 Months

RAA
1 Year

Region Operations Managers

ROM
20 Years

- Noe Alcaraz — 5 Years
- David Evans — 14 Years
- Kevin Watts — 7 Years
- Joel Gay — 4 Years

ROM
15 Years

- Gregg Gill — 9 Years
- Rafis Raisian — 4 Years
- Ed Arriola — 2 Years
- Christopher Cortum — 8 Years
- Manny Mendes — 1.5 Years

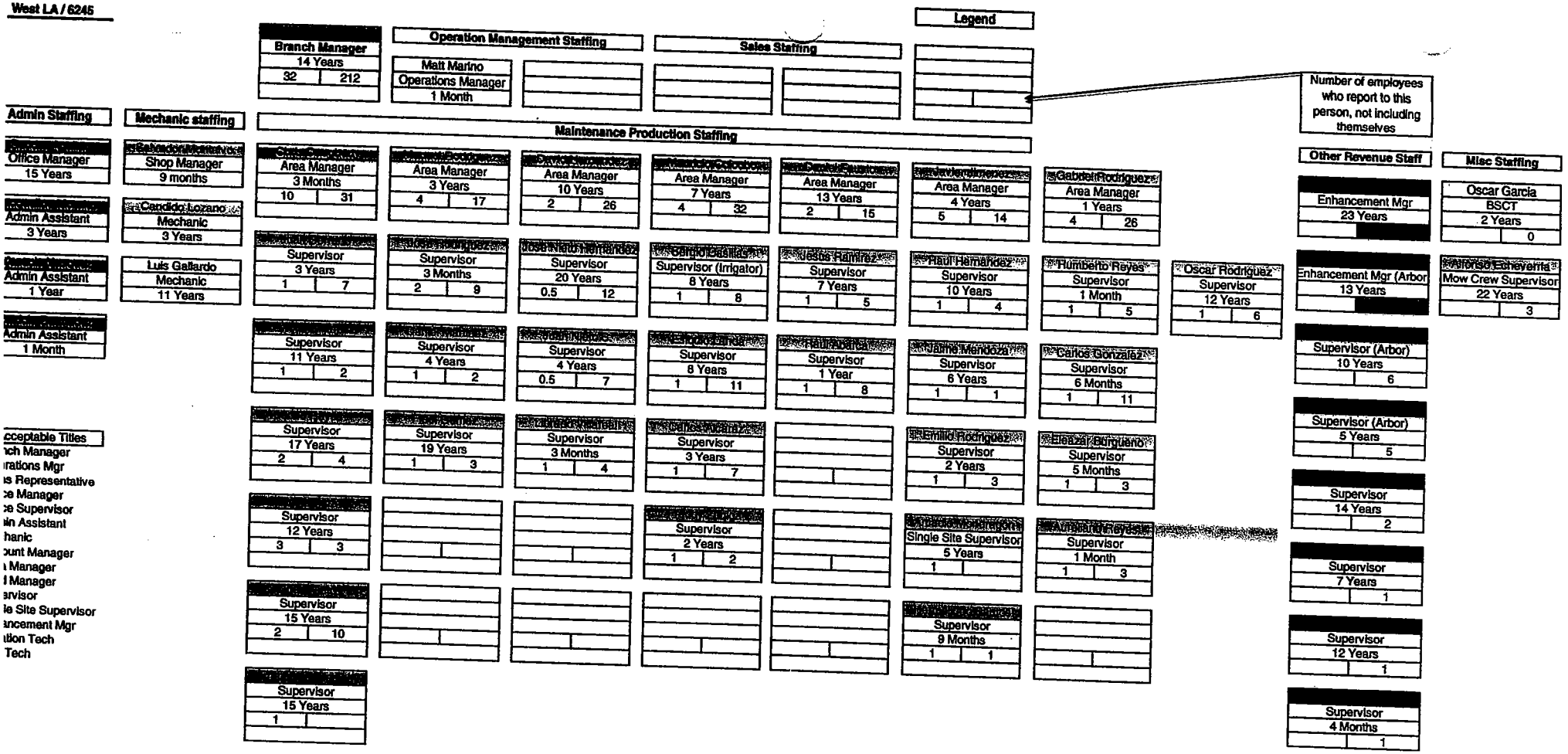
ROM
25 Years

- TBD
- Scott Brown — 1 Year
- TBD

RVP
15 Years

- Mark Heil — 6 Years
- Chris Steiner — 7 Years

West LA / 6245


Legend
Number of employees who report to this person, not including themselves
Branch Manager
14 Years
32 | 212
Operation Management Staffing
Matt Marino
Operations Manager
1 Month
Sales Staffing
Admin Staffing
Office Manager
15 Years
Admin Assistant
3 Years
Admin Assistant
1 Year
Admin Assistant
1 Month
Mechanic staffing
Salvador Quintanilla
Shop Manager
9 months
Candido Lozano
Mechanic
3 Years
Luis Gallardo
Mechanic
11 Years
Maintenance Production Staffing
Area Manager
3 Months
10 | 31
Area Manager
3 Years
4 | 17
Area Manager
10 Years
2 | 26
Area Manager
7 Years
4 | 32
Area Manager
13 Years
2 | 15
Area Manager
4 Years
5 | 14
Area Manager
1 Years
4 | 26
Supervisor
3 Years
1 | 7
Supervisor
3 Months
2 | 9
Supervisor
20 Years
0.5 | 12
Supervisor (Irrigator)
8 Years
1 | 8
Supervisor
7 Years
1 | 5
Supervisor
10 Years
1 | 4
Supervisor
1 Month
1 | 5
Supervisor
12 Years
1 | 6
Supervisor
11 Years
1 | 2
Supervisor
4 Years
1 | 2
Supervisor
4 Years
0.5 | 7
Supervisor
8 Years
1 | 11
Supervisor
1 Year
1 | 8
Supervisor
6 Years
1 | 1
Supervisor
6 Months
1 | 11
Supervisor
17 Years
2 | 4
Supervisor
19 Years
1 | 3
Supervisor
3 Months
1 | 4
Supervisor
3 Years
1 | 7
Supervisor
2 Years
1 | 3
Supervisor
5 Months
1 | 3
Supervisor
12 Years
3 | 3
Supervisor
2 Years
1 | 2
Single Site Supervisor
5 Years
1
Supervisor
1 Month
1 | 3
Supervisor
15 Years
2 | 10
Supervisor
9 Months
1 | 1
Supervisor
15 Years
1
Oscar Rodriguez
Supervisor
12 Years
1 | 6
Other Revenue Staff
Enhancement Mgr
23 Years
Enhancement Mgr (Arbor)
13 Years
Supervisor (Arbor)
10 Years
6
Supervisor (Arbor)
5 Years
5
Supervisor
14 Years
2
Supervisor
7 Years
1
Supervisor
12 Years
1
Supervisor
4 Months
1
Misc Staffing
Oscar Garcia
BSCT
2 Years
0
Alfonso Echeverria
Mow Crew Supervisor
22 Years
3
Acceptable Titles
Branch Manager
Operations Mgr
Sales Representative
Service Manager
Service Supervisor
Admin Assistant
Mechanic
Account Manager
Area Manager
Field Manager
Supervisor
Single Site Supervisor
Enhancement Mgr
Irrigation Tech
Tech

RESUME

Mark J. Wesel
3296 N. Sawtooth Court
Westlake Village, CA 91361
(805) 494-9107

OBJECTIVE

To excel at a highly responsible position where I can fully utilize my knowledge, capabilities and experience to develop, manage and a company to be the Best it can be.

EMPLOYMENT HISTORY

1990 - Present
TRUGREEN LANDCARE/CALIFORNIA LANDSCAPE MAINTENANCE, INC.

Regional Vice President (2003 – present)
Regional Manager (2002 – 2003)
Regional Operations Manager (2000 – 2002)
Branch Manager - Culver City Office (1998 - 2000)
California Landscape Maintenance Inc. Vice President/Branch Manager (1997- 1998)
Vice President/Corporate Sales Manager (1991-1997)
Salesperson (1990-1991)

Responsibilities/Capabilities

- Develop and implement a yearly budget of over $94,000,000.00
- Analyze and verify accuracy of monthly financials
- Assemble, Lead, and Develop personnel to accomplish set budgets and goals
- Oversee 2200 employees
- Manage Operations Managers, Branch Managers and Regional Staff
- Oversee the Safety and training of all employees
- Oversee, Motivate and Manage Regional Sales Manager and Sales Team
- Customer Care, Retention and Quality Control
- Arborist Consulting and Pest Control Management
- Responsible for Maintenance and purchasing of Equipment, Fleet and facilities.

1981-1990
VALLEY LANDSCAPE MAINTENANCE - Canoga Park, California

General Manager - (1986-1990)
Operations Manager (1984-1986)
Area Manager (1981-1984)

Responsibilities/Capabilities

- Managed landscape maintenance division
- Maintenance volume of $4,300,000.00 year
- Enhancement crews
- Irrigation Installation and repair crews
- Arborist crews
- Nursery division
- Sales staff
- Pest control operation
- Mechanics
- Responsible for135 Employees

1978 - 1981
CALIFORNIA LANDSCAPE INC. - Canoga Park, California
Landscape Area Manager

Responsibilities/Capabilities
- Supervision of landscape/irrigation installations
- Permit procurement, pre-job meetings with owners/architects, project material purchase, scheduling, problem solving/troubleshooting, quality control, inspection coordination, estimating and supervision of construction maintenance period following project completion.

1977 - 1978
SUPREME LANDSCAPE - Mission Viejo, California
Owner/Partner

Responsibilities/Capabilities
- Landscape/Irrigation Installations for Residential/Commercial
- Sales, Estimating, Purchasing, Customer Service, Accounts Payable/Receivables

1975 - 1977
CALIFORNIA LANDSCAPE MAINTENANCE, INC. - Canoga Park, California Area Manager

Responsibilities/Capabilities
- Commercial Site Maintenance
- Crew Supervision

1972 - 1975
GREEN THUMB NURSERY - Canoga Park, California
Salesman

Responsibilities/Capabilities
- Retail and Commercial Nursery Sales
- Plant Identification
- Customer Service
- Supervision

EDUCATION

Canoga Park High School - High School Diploma (Future Farmers of America)
Los Angeles Pierce College - Agriculture/Ornamental Horticulture

LICENSES
- California Landscape Contractors License C-27
- Certified Arborist
- California Certified Nurseryman
- California Pest Control Operator's License
- Certified Landscape Water Auditor

TRAINING

Seminars - Business, Management, Landscape, Landscape Maintenance, Irrigation, Pest Control, Arborist classes, Palm Care, Motivation and TruGreen seminars (Elements of Management, EEO Laws and Regulations, People Development, Interviewing and Hiring, Progressive Discipline and Sexual harassment training)

Curriculum Vitae

Sergio Hernandez
12332 Burl Avenue
Hawthorne, California 90250
310/973-2457

Experience

July 1984 to Present
TruGreen LandCare (formerly Landscape West, Inc.)
Regional Operations Manager

I am currently a Regional Operations Manager and am responsible for overseeing 3 Branch Offices, including the supervision of 3 Branch Managers and 657 employees. I am also responsible for the operations of the Tree Division for Orange, Los Angeles, San Bernardino and Riverside Counties.

When I started with Landscape West, Inc. in 1984, I was hired as a landscape laborer. My duties included mowing, edging, trimming, removal of debris and miscellaneous landscape duties.

In March of 1985, I was promoted to crew leader. I was responsible for the overall direction, coordination and evaluation of approximately 3 crews.

In September, 1987, I became a maintenance supervisor. I directly supervised the employees in the assigned work crews. I was responsible for interviewing, hiring and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

In September of 1998, Landscape West was bought out by TruGreen LandCare and I became a Branch Manager. I was responsible for scheduling and supervision of 12 Area Managers and approximately 210 landscape laborers and 5 office personnel.

In November of 2003, I became a Regional Operations Manager, which is my current position.

Education

Graduate of University High School, Los Angeles, CA

El Camino Community College, Torrance, CA
Courses taken: General Education, Horticulture

Certificates

- International Society of Arboriculture Certified Arborist License #WC1091
- State of California Qualified Applicator License #38484
- Three Year Graduate of Southwest Maintenance and Management School
- CPR/Firs Aid Certificate

Memberships

PAPA-Pesticide Applicator's Professional Association
International Society of Arboriculture (ISA)
Street Tree Seminar

JAMES ANGEL

6467 Hellman Avenue
Alta Loma, CA 91701
Home (909) 987-7341 - Work (909) 920-4308 - Cellular (909) 721-8227
Jim_Angel@landcare.com

OBJECTIVE

Regional Operations Manager Position

SUMMARY

Branch Manager, with over twenty years management experience, including fourteen years with TruGreen Companies.

EXPERIENCE

TRUGREEN COMPANIES 1989 – Present.

Branch Manager TruGreen LandCare Branch 6169, Upland, CA (2003-Present)
Responsible for the profitability and overall management, including production, quality, sales / marketing, and goal setting / achievement, of this $4 million branch in commercial landscape maintenance and design.

- Interview, hire, train, and supervise staff of 109 including direct reports of four Area Managers, one Branch Assistant, one Head Mechanic, and one Sales Person; assign work; evaluate performance
- Supervise quality of all products and services, customer retention, and satisfaction
- Develop pricing and communicate with prospective accounts; develop and implement internal marketing for existing properties
- Oversee bid preparation; interface with prospective customers to close new accounts and ensure customer service; resolve customer problems and concerns
- Review and monitor equipment maintenance programs

ACCOMPLISHMENTS:

- Awarded "Best Customer Retention in Region" 2003.
- Instrumental in developing and personally service the Hunt Enterprises account, a large multi-site commercial business development ($250,000 annual contract).
- Retained City of Diamond Bar and several other major accounts that had decided to cancel their accounts prior to my taking over this position.
- Developed a Routing System with the Regional Manager and enhanced the system to track efficiency on a daily basis.

Branch Manager TruGreen Chemlawn (1989-2003)
Responsible for the profitability and overall management of the branch, including production, quality, sales / marketing, and goal setting / achievement, in the sale and service of chemical products to primarily residential accounts.

- Hired, trained, and supervised a staff of 30
- Supervised quality of all products and services, customer retention, and satisfaction; developed pricing and communicated with prospective accounts; developed and implemented internal marketing for existing accounts
- Developed business relationships with the Counties of Los Angeles and San Bernardino and the Riverside Agricultural Department; oversaw bid preparation
- Reviewed and monitored equipment maintenance programs

ACCOMPLISHMENTS:

- Assigned to eight branches which were operating at a loss and successfully effected a turnaround at each to achieve budget goals.
- Awarded "Commercial Branch Manager of the Region" 1998.
- Awarded "Branch Manager of the Region" 1997.
- Developed year-end annual agricultural Inspector Training Guide now used in all branches in Southern California.

ALPHA BETA Various Locations in CA 1977 – 1989.
Store Manager - Responsible for the profitability and daily operations of the store.
Corporate Office (three years) - Responsible for 150 stores in Southern California.
Electronic Checkstand Coordinator - Responsible for the setup and management of check-stands and equipment for new stores; trained staff, ensured equipment installation and stocking; maintained new and existing electronic equipment.

MILITARY SERVICE

UNITED STATES AIR FORCE 1971 – 1975.
Sergeant Weapons Mechanic Honorably Discharged.

EDUCATION

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO/CALIFORNIA STATE UNIVERSITY, SACRAMENTO
General Education

Extensive sales, chemical, agriculture, and pest control training.
Attend annual PAPA seminars.

LICENSES AND CERTIFICATION

Qualified Applicator License; Class A Driver's License.

SPECIAL SKILLS

Computer literate

RESUME

DAVID EVANS
636 8th Street
Manhattan Beach, CA 90266
(310) 937-0566

OBJECTIVE

- To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

EDUCATION

- B.S. In Ornamental Horticulture – June 1991
  California State Polytechnic University, Pomona

CERTIFICATIONS:

- Certified Arborist WC-1588, International Society of Arboriculture
- Qualified Applicator, QL35859
- Agricultural Pest Control Advisor, AA-04232

EXPERIENCE

- Branch Manager, TruGreen LandCare - Branch #6126, Gardena, CA
  2002-present

- Operations Manager, TruGreen-LandCare-Branch #6126, Gardena, CA
  November 1999 to 2002

- Area Supervisor, Landscape West, Anaheim, CA
  June 1990 to November 1999

- Intern, Landscape West, Anaheim, CA
  June 1990-August 1990
  - Worked with Manhattan Beach maintenance crew
  - Assisted Pesticide Applicator
  - Worked with tree trimming crews
  - Worked with special project crew
  - Assisted both Area Supervisors and Operation Manager

- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA
  June 1988 to December 1989
  - Operated dump truck, tree chipper and other heavy equipment
  - Trimmed trees, shrubs and other ornamentals
  - Removed large trees

- Nursery Man, International Garden Center, El Segundo, CA
  October 1985 to August 1987
  - Sold plant material and garden supplies
  - Priced, stocked inventories and ordered merchandise
  - Designed and arranged displays

MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve
  Served from 1983 to 1992

JOEL GAY

488 W. Duarte #7
Arcadia, CA 91007

jg_1804@hotmail.com
239-289-2902

BUSINESS MANAGEMENT * FINACIAL STRATEGIES * METRIC FLUENCY * CONFLICT MEDIATION * PUBLIC RELATIONS

- Unyielding Processes Management, Personnel leadership and Profit Maximization.
- Innovative financial and operational strategies – analysis, design and implementation.
- Extraordinary communication skills, language mastery, organizational comprehension and motivational aptitude.
- Executive level responsibilities and excellence at "S-corporate" and Fortune 500 levels.
- Proven winner in Contract negotiations and settlements of numerous varieties.
- Continually problem-solve conventionally or unorthodoxly specific to the fact patterns and or nuances of a given dilemma.
- PR campaign formation and execution in line to Executive and or IO Department directives.
- Facility in private-to-public sector transactions – holistic understanding of both Municipal and Federal "Request For Proposal" processes – and a lengthy track record of successful contract and revenue acquisitions therewith.
- Recognized within and without various organizations as a trendsetter and blue-chip asset.

Managerial Experience

Branch Manager
TruGreen Landcare / Service Master Fortune 500

PROFIT AND LOSS RESPONSIBILITIES

- Full P&L responsibility for one of TruGreen Landcare / Service Master's largest business unit – $9.5 million gross annual revenue: Ensure integrity and accuracy of Work Order, Purchase Order and Accounts Receivable reports, Payroll Register and P&L statement generally; that all figures accurately represent the above indicators and the current accounting period.
- Communicate and articulate financial data directly to Regional Vice President and Regional Operations Manager.
- Monitor supplemental-revenue to regular-revenue penetration rate for individual accounts and business unit entirely.
- Monitor and adjust direct cost trends to maintain or surpass Executive established Gross Margin goals and Gross Revenue-to-Net Profit conversion ratios.
- Calculate and manipulate non-exempt / direct labor trend daily in lieu of weekly forecast and trend.
- Interpolate and extrapolate all accounting outputs for weekly forecast.

- Analyze the last 3-months within current fiscal period to assemble quarterly forecast.
- Construct future-fiscal-year budgets based on the 3-previous fiscal periods, current fiscal performance and Executive directives.
- Design and implement quarterly and yearly financial strategies based on actual growth / sales, penetration rates and above and below the line cost trends.
- Consult internally for other business units as it pertains to Annual-Budget formulation.

ACCOMPLISHMENTS:

Under my leadership, the branch trends to establish several precedents within the Region and possibly within the Organization generally – per fiscal year 2005. Of paramount mention, the largest year-over-year Net Profit gains recorded: 400k projected. This is particularly germane when considering the previous year of performance, which yielded negative net profit gains. This year's performance is so despite a $3 million gross revenue reduction year-over-year – a reduction representative of a massive reorganization plan designed and implemented by myself in conjunction with Executive directives. Direct costs and Indirect Costs have been reduced by 7.5% & 2% respectively. Exhibiting shrewd and strategic cost control and profit maximization, despite a 19% decrease in penetration, the branch has boosted Gross Profit by 7.5%. Based on this performance, the Branch is a believed to be a candidate for "Turn around Branch of Year" & "Branch of The Year," nationally and regionally.

OPERATIONAL RESPSONSIBILTIES

- Full responsibility for the operational performance of a $9.5 million business unit.
- Oversee 160-235 employees, directly supervise 10 managers, 5 Office personnel.
- Train, advise and direct Management and Office staff in accordance to Company guidelines and current strategies.
- Prefect and conduct weekly operations meetings with Management and Office Staff.
- Develop job-specific sales / bidding strategies based on past and current penetration rates.
- Developed and implemented an Employee Development and Career Path program specific to business unit, resulting in the promotion of 3 staff members from Supervisor to Area Manager.
- Mediate conflicts deserving of upper-management intervention.
- Enforce company guidelines, ethical codes, policies etc. through progressive discipline.
- Coordinate route and operational logistics to increase quality of service / product and field efficiencies; thus increasing productivity.
- Maintain and manage 160 vehicles and $.5 million in equipment assets, in accordance to OSHA and Fleet Guidelines and regulations.
- Lead, Supervise and Implement Safety Program in coordination with Organization Policies and Guidelines.
- Correlate field inputs with financial outputs to achieve cohesive strategies.

ACCOMPLISHMENTS:

Represented in the 7.5% overhead decline year-over-year is a significant decline in TICR (total, incident, case, rate), the metric by which Service Master measures and gauges Workman's Compensation costs and Insurance trends generally. As a result of the Safety Plan and subsequent enforcement, the Branch has reduced its TICR by 3.2%; which positively affected revenue driven insurance costs, as the organization is self-insured.

Branch Manager In Training / Area Manager
TruGreen Landcare / Service Master Fortune 500

FINANCIAL RESPONSIBILITIES

- Assisted Branch Manager in ensuring credibility of all P&L functions.
- Performed preliminary weekly and quarterly forecasting in accordance to Branch directives and financial strategies.
- Assisted Branch Manager in formulating current and future fiscal strategies.
- Successfully implemented Financial Strategies designed by Executive and Branch Management.
- Performed a series of analyses aimed at quantifying profit loss due to employee turnover; and thus created performance-based incentive programs and systems whereby turnover decreased.
- Managed $1.2 book of work primarily consisting of H.O.A. and Industrial Properties. Maintained 52% Gross Margin throughout.

ACCOMPLISHMENTS:

As Branch Manager in Training, the Naples Branch witnessed record setting net-profit gains from a dollar and percentage standpoint.

OPERATIONAL RESPONSIBILITIES

- Secondary authority for operational performance of a $9 million business unit: Customer Interfacing, Community Relations, Route Logistics, Crew Management, Emergency Duties.
- Employee development, training, progressive discipline, sales strategies.

Vice President
Lawnscapes Inc.

FINANCIAL RESPONSIBILITIES

- Executive-responsibility of all P&L functions for a $1.2 million S-Corporation: Ensured the credibility of monthly, quarterly, annual and IRS reporting. Managed liquid and fixed assets. Controlled capitol growth. Secured capitol gains and dividend disbursement
- Oversaw the legal, financial and operational formation of company.
- Authored entirety of business plan: 5-year projection, zero-based budgeting and credit / debt estimations.
- Acquired necessary financing for company launch and residual operating expenses.
- Negotiated and secured financing for 3 separate acquisitions; which provided the company with its initial revenue base.
- Monitored variable interest rates, refinancing and consolidating debt at lows thus decreasing overhead and increasing monthly net profit.

- Through acquisitions and Sales initiatives, grew revenue base from $.25 million to $1.2 million in 13 months.
- Year-end fiscal period yielded $300k, 25% net profit gains – 24% ahead of year-one projection as detailed in original business plan.
- Successfully negotiated and administered the sale of Lawnscapes Inc. to Davie Inc. in first month of fiscal year 2. Transaction details are proprietary.

ACCOMPLISHMENTS:

Although no longer in existence, Lawnscapes Inc. is still recognized throughout Florida's Gulf Coast business community as of the most successful enterprises in recent years. Under my leadership and direction, the company witnessed of the more rapid ascents to +$1 million reporting. Because Lawnscapes' growth and success were achieved via disciplined stratagems, capitol over-extension did not occur; a common affliction amongst S-Corps of all kinds. Now within the umbrella of Davie Tree Inc., the revenue and contracts therewith remain profitable.

Employment History

- ✓ TruGreen Landcare / Service Master: October 2003 to Present.
- ✓ Lawnscapes Inc.: January 2002 to September 2003
- ✓ GDC Constructors: April 2001 to December 2001

Education

B.A. Liberal Studies / English - Saint Thomas University 2001 – Miami, Florida

Leadership / Extracurricular

Not For Profit Volunteer and Program Coordinator

- ❖ Volunteer for the Coalition of Immokalee Workers, Florida Immigration Advocacy Center.

Raitis Raisian

6518 Red Oak Dr.
Corona, CA 92880
(951) 280-0190 • Email: raitisr@yahoo.com

HIGHLIGHTS

Knowledgeable manager experienced in strategic planning, operations management and business development within the nursery and landscape industry. Energetic, self-motivated professional with a successful track record who possesses a proven ability to increase revenue, profit and customer satisfaction. Experienced in all phases of directing and working with other managers, crew leaders, laborers, salespeople and operational support staff using a "hands on" management style to achieve corporate goals. Positive leader who puts people first and has continually demonstrated attention to detail and effective written & verbal communication skills.

EXPERIENCE

TRUGREEN LANDCARE — Ontario, CA

America's largest landscape company that provides various landscape related services to commercial customers through out the United States. Company services include, landscape management, landscape installation, tree care, water management, nursery management and sports turf management.

Branch Manager — 2001 - 2005

Responsible for managing, training, developing and directing the company's largest branch which produces over $12 million in annual revenue. Daily responsibilities include overseeing all aspects of operations, sales, finance and personnel to ensure achieving or exceeding company goals. Currently manage 8 Area Managers and approximately 250 employees to ensure all branch departments (sales, landscape maintenance, arbor care, enhancements and landscape installation) are operating safely and profitably. Financial responsibility includes creating, developing and accurately monitoring all financial aspects of the branch including budgeting, forecasting, profit & loss and managing labor and product costs. Current customer base of more than 200 accounts includes municipalities, homeowner associations, apartments, commercial business parks, hotels, banks, churches and other various other types of commercial businesses.

ROGER'S GARDENS NURSERY & LANDSCAPE — Newport Beach, CA

A high-end specialty retailer that leads the industry in the selection and merchandising of a variety of high quality products including annuals, perennials, trees, shrubs and specialty color. Also specializes in the design, installation and maintenance of premier landscapes for commercial and residential clients.

General Manager — 1995 - 2001

Responsible for directing the recruiting, staffing, training, selling, marketing, budgeting and overall operations of $16 million company. Scope of responsibility was diverse and included controlling all budgets including payroll and P&L statements, overseeing profitability, sales, revenue growth and managing a staff of 120 through ten supervisors.

SUNBELT NURSERY GROUP — San Juan Capistrano, CA

A $125 million national retail chain of stores that specialized in providing expert knowledge and assorted nursery and landscape products.

Operations Manager — 1994 - 1995

Managed the company's largest location by directing a team of 60 employees and overseeing all aspects of sales, production and inventory control including product selection and management.

FLOWERDALE NURSERY & LANDSCAPE — Santa Ana, CA

First-class multi-store retail operation that emphasized high quality merchandise and exceptional customer service to an upper scale clientele.

Manager — 1988 - 1994

Responsibilities included staffing, customer service and overseeing the day-to-day operations of retail store. Also oversaw the landscape department that specialized in the design and installation of new landscapes for residential clients.

EDUCATION

California State University, Fullerton
Bachelors of Arts Degree in Business Administration - Management

Fullerton College
Associate of Arts Degree - Mathematics and Engineering

Advanced California Certified Nursery Professional (ACCNP)

Expert computer skills in all current computer software including Microsoft Word, Excel, Outlook, MapPoint as well as extensive knowledge in using the Internet as a company improvement and cost saving tool.

15457 Mallory Court
Moorpark, CA 93021
805-523-1747
gary_scott@landcare.com

Gary W. Scott

Objective

Senior management position where my management skill and industry knowledge, will make a significant contribution to the success of the organization.

Professional Experience

1998-Current TruGreen Landcare Canoga Park, CA

Branch Manager - Maintenance Simi Valley, CA

- Responsible for management of all Branch operation aspects including daily field and administrative operations, budgeting, branch sales, fleet and equipment maintenance.

1995–1998 California Landscape Canoga Park, CA

Principal

- Initiated Culver City Branch adding $2.5 million/year of business.
- Managed Cal-American Mulch: green waste recycle operation.
- Purchased new vehicle fleet and improved existing fleet.

1992–1995

Vice President – General Manager

- Implemented effective safety program.
- Established employee sales/referral incentive & bonus program.
- Organized foreclosed home clean out operation.
- Improved office/field technology

1984-1992

Vice President – Branch Manager

- 30% increase in maintenance/extra work contract.
- Created tree-trimming operation.
- Developed successful sales team.
- Increased profits by initiating quality control and time productivity improvements in office and field

1978-1984

Maintenance Supervisor

- Implemented profitable project budgets.
- Managed maintenance of large commercial properties.
- Supervised 20 crews.
- Provided service oriented customer relations/sales.

1977–1978 Supreme Landscape Orange County, CA

Owner/Partner

- Supervised landscape and irrigation installation.
- Provided service oriented customer relations/sales.

1975–1977 California Landscape Canoga Park, CA

Foreman/Crew Leader

- Managed maintenance crew of large commercial properties.

1972–1975 Green Thumb Nursery Canoga Park, CA

Salesperson

- Retail/commercial nursery salesperson – Shift Leader
- Plant identification/inventory

Education

1973 Chatsworth High School Chatsworth, CA

- High School Diploma

Licenses

California Pest Control Operator

Certified Arborist

Matt Marino
6773 San Alto Way
Buena Park, CA 90620
(714) 826-5915

WORK EXPERIENCE

2005 – Present

TruGreen LandCare, Gardena, CA.

Operations Manager

1998 – 2005

Original Landscape Maintenance, Buena Park, CA

President: Hired, trained and managed employees ranging from maintenance managers, supervisors, extra work crews and office personnel.

Achievements:

* Developed annual contracts from $ 150,000 to $ 2,200,000 in a 3-year period.
* Increased annual profits from 30% to a company high of 50%
* Implemented a work injury prevention program resulting in a notable reduction in workers compensation claims. Lowering premiums by 15%.
* Achieving a personal and company goal of establishing and maintaining high client satisfaction and retention.

1995 – 1998

A Growing Concern Landscape, Huntington Beach, CA.

Maintenance Manager: managed and mentored area supervisors in all aspects of landscape maintenance and extra work projects.

Achievements:

* Organized and scheduled all maintenance, tree trimming, irrigation, chemical and renovation operations.
* Saved 5% on all materials and supplies through shopping best rates and product.
* Increased annual maintenance portfolio from $480,000 to $1,020,000.
* Increased existing contract annual extras from $10,000 (2%) to $153,000 (15%) a 13% annual increase.

CERTIFICATION

State of California Qualified Applicators Certificate

LICENSING

State of California Contractors License C27HIC

EDUCATION

Fullerton Junior College – Fullerton, CA.
Completed 18 – month course: Landscape Architecture

California Landscape Contractors Association (CLCA)

Company sponsored training programs:

- Water Conservative Management
- Green Waste/Recycling Management
- Pest Management
- Safety Training Programs
- Workers Compensation
- Arbor Care

* Currently studying and testing Scheduled for my Certified Arborist License

PERSONAL

Married with 3 children.
Interests: Weight training, gardening, family
Personal Accomplishments: Have won 2 amateur bodybuilding titles

Chris Daugherty
714 S. Hollenbeck St.
West Covina, CA. 91790
(626) 332-5036
Cdaug8@aol.com

PROFILE

Experienced Landscape Manager with more than 20 years in Management and nearly 30 years of field experience, including Commercial, municipal, and residential projects in both maintenance and construction.

WORK HISTORY

Dec 1992- Present

Area Manager
TruGreen LandCare
Gardena, CA.

Responsibilities:

- supervise operations
- scheduling, hiring/firing, purchasing
- job walks/inspections
- served 6 years as Branch Safety Mgr. ran Branch Safety Program, reported and managed injury/vehicle accidents and shaped tailgate training program

Sep 1998- May 1999

Regional Safety Manger
LandCare
Anaheim, CA.

Responsibilities:

- shaped policies and procedures
- coordinated Safety Training Program
- managed Accident Review Committee
- developed safety training material

Aug 1996- Jun 1997

Operations Manager
Landscape West, Inc.
Anaheim, CA.

Responsibilities:

- ran municipal and commercial maintenance contracts, managed 4-5 Area Managers and 80-100 workers

Jun 1992– Nov 1992 **Maintenance Supervisor**
Executive Landscape
La Verne, CA.

Responsibilities:

- supervision of 25 workers
- scheduling, purchasing, hiring/firing
- inspections

Note: company was purchased by Landscape West, Inc. 12/1/92

Oct 1989- May 1992 **Assistant Superintendent**
Hacienda Landscape
Walnut, CA.

Responsibilities:

- supervision of maintenance and construction crews
- resolve "punch list" work
- Worked with general contractors, inspectors, architects, and project owners.

EDUCATION

Jun 1976- Jun 1982 Cal Poly Pomona
Pomona, CA.

B.S. Ornamental Horticulture

Sep 1973- May 1975 University of New Hampshire
Durham, NH

2 years Liberal Arts

SKILLS

- Management/Supervision
- Spanish speaking
- QAL Pesticide license
- Plant identification

REFERENCES

Available upon request

Edwin Vargas

3330 Thomas Ave.
Palmdale, CA 93550
661/ 533-1795

Experience:

2001 - Current
Sales / Operations Manager Arbor Division **TruGreen LandCare – Canoga Park**

- Business Development: Responsible for analyzing current market and competition. Capitalizing on competition weakness, renegotiate pricing, volume and terms as appropriate. Work as a team member through channels to identify new business and achieve new sales and profit.
- Follow up on the performance of each sale to secure customer satisfaction.
- Oversees production of crews, determines resource needs of crews.
- Conducts training sessions on new techniques and relays new information on industry changes.
- Make sure contract inspector and / or supervisor are satisfied and ensure customer service.
- Holds current Arboriculture Certification WE-6299-A.

1987 – 2000
Certified Arborist / Project Manager **McCullough's Tree Care**

- Project Management; responsible for 8 employees.
- Responsible for developing and monitoring job expenses and budgets.
- Provide excellent customer service and develop long term relationships.
- Responsible for enforcing safety rules and training.
- Participate and conduct regular training sessions to ensure proper use and care of inventory, company vehicles, equipment, materials and tools.

Licenses
California commercial drivers license class A
ISA Certified Arborist WE-6299-A
Qualified Application license QAL-37307
Electrical Hazard Awareness Program certificate
First Aid and CPR certified

Scott G. Rogers
17436 Lull Street
Northridge, CA 91325
818/757-1998

Experience:

1999 - Current
Certified Arborist/Project Manager TruGreen LandCare Canoga Park

- Project management, responsible for 30 employees
- Responsible for scheduling timely servicing, quality of product and service performed
- Responsible for monitoring and managing the job expense and budgets
- Provide quotations for supplemental work and special projects to improve arbor care.
- Provide excellent customer service and develop long-term client relationships
- Participate and Conduct regular training sessions to ensure proper use, care and inventor of company vehicles, equipment, and tools.
- Safety training
- Holds current arboriculture certification WE-3140A

1993 – 1999
Certified Arborist/Foreman Golden Bear Arborists

- Company representative for the palm trimming contract for City of Pasadena.
- Supervised trimming and removals for the Malibu fire contracts
- Safety office for Goldenbear foreman and personnel; annual performance evaluation for employees
- Company representative to maintain the tree inventory for City of Irvine
- Experience in tree equipment, aerial lift, skip loader, front end loader
- Related skills, irrigation systems, cable and rods, blue print reading, accurate record keeping, line clearing.

1991 – 1993
Crew Supervisor Gene Flietas Construction
Installation and maintenance of exterior structures and planting, lighting and irrigation systems, flagstone patios, and installation of shade and ornamental trees.

Licenses

California commercial Drivers License Class A
ISA Certified Arborist WC-3140
Qualified Applicator Certificate QC-20249
Electrical hazard awareness program certificate
First aid and CPR certified

OSCAR GARCIA
250 West 67th Way
Long Beach, Ca. 90805
310) 631-8478

OBJECTIVE:

To secure a position where my abilities can be utilize and new skills can be learned, while making a significant contribution to the success of my employer.

EXPERIENCE:

7/03-Present

Branch Safety Training Coordinator at TruGreen Landcare. Oversees all operations to insure that company safety rules are being followed and enforced. Prepare reports, maintain records and investigate accidents as needed. Coordinates and conducts all training with employees. Orders materials and supplies. Maintains inventories. Coordinates fleet services and vehicle maintenance. Responds to requests and complaints from clients, insurance companies, and the public. Disciplines personnel.

3/02- 10/02

Park Maintenance Supervisor at the city of Azusa. Administration of contracts. Supervise and trained personnel on construction and maintenance. Responded to work requests, and complaints. Conducted safety meetings, evaluate and disciplined personnel. Ordered materials, vehicles, and equipment. Scheduled personnel duties and special projects. Prepared and administered a million dollars annual budget. Saved over ninety thousand dollars in operations.

6/91-3/02

Public Works Supervisor at the city of Bell Gardens. Administration of contracts. Responsible for the construction, and maintenance of parks, medians, buildings, and facilities. Improved and repair irrigation systems, landscape areas, electrical, plumbing, and buildings. Maintenance of pool equipment, lakes, trees, vehicles, fences, water pumps, restrooms, painting and graffiti removal. Identified and control pests, diseases, and weeds. Ordered of materials, vehicles, and equipment. Installation, and repair of sidewalks, streets, asphalt and concrete. Conducted safety meetings and training, evaluate and discipline personnel. Scheduled of personnel work duties, special projects, and coverage of events. Responded to work requests, and complaints. Prepared and administer a million dollars annual budget.

3/91-6/91

Pesticide Spray Specialist at the University of Long Beach. Responsible for the identification and control of pests, diseases, and weeds. Ordering of materials, supplies, and equipment. Maintained records, reports, and inventory. Devised and applied preventive measures as necessary. Responded to work requests and complaints. Schedule vehicle maintenance.

6/81-12/90

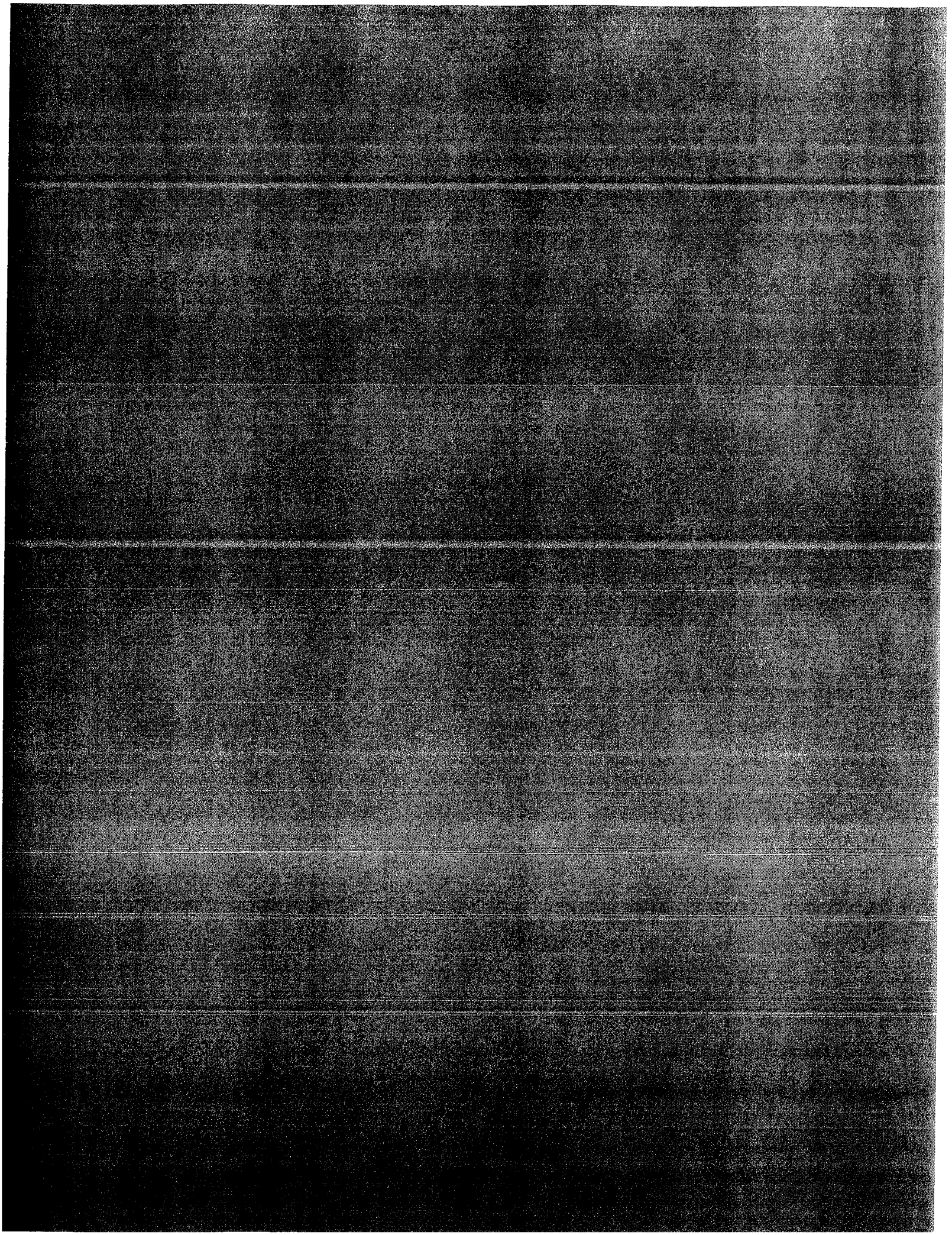
Field Manager / Quality Control at Murray's Landscape Inc. Administration of commercial and municipal contracts. Supervision of subcontractors of various trades. Identified and control pests, diseases, and weeds. Ordering of materials, supplies, vehicles, and equipment. Scheduled and maintained records of vehicle fleet maintenance, and inventory. Revised blueprints and sketches. Designed and installed improvements. Conducted safety meetings and training. Hired, trained, supervised, evaluated, and disciplined personnel. Responded to work requests, and complaints. Computerized inventory, reports, truck routes, and maintained profitable operations. Managed all field operations. Annual operational budget over six million dollars.

EDUCATION

Certified Playground Safety Inspector. NPSI # 7585-0604. 2000.
Bachelor of Science in Business Administration. Columbia State Univ. 1997.
Certified Arborist. # WC-3033. 1996.
AA Business Administration. Compton College. 1995.
Pacific Southwest Maintenance Management School. 1995.
Backflow Prevention Device License. # 22071. 1992.
Horticulture Certificate. California Polytechnic Univ. Pomona. 1991.
Qualified Applicator License. # 38752. 1983.
Qualified Applicator Certificate. # 48784. 1982.

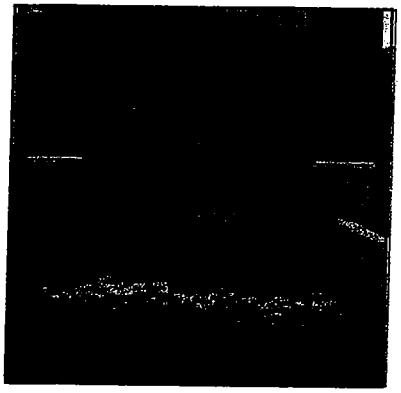
SKILS

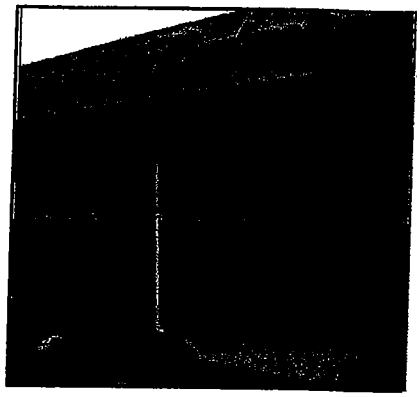
Word processors, spreadsheets, and databases experience and office equipment.
Operate large and small construction vehicles and equipment.
Bilingual English / Spanish.



Work Plan

Large enough to serve you. Small enough to know you.





In 1998, TruGreen began building its reputation as a national leader in the landscaping industry by acquiring several premier landscape companies throughout the United States. With the purchase of LandCareUSA in 1999, the company became known as TruGreen LandCare. Today we have 175 local branches in 50 major metropolitan communities throughout the country, providing nationwide reach as well as personal, customized care on a local level.

Our commitment to highly professional service and streamlined account management ensures that customers have the convenience of a single source provider for all their landscape and tree care needs. Wide-ranging employee expertise and resources make us a full-service vendor that can offer you appealing, cost-effective solutions.

TruGreen LandCare is part of the ServiceMaster family of leading residential and commercial services in the United States. As a whole, ServiceMaster serves 10.5 million homes and businesses each year under names that are probably familiar to you: TruGreen ChemLawn, Terminix, American Home Shield, American Residential Services, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, Merry Maids, AmeriSpec, Furniture Medic and the ServiceMaster Home Service Center.

How TruGreen Service Benefits You

- **Full Service:** *One-stop-shop for installations, tree care, lawn care, pest control, irrigation and seasonal color planting.*
- **Proactive *Initial & Follow-up* Quality Audits:** *Ensures consistency, problem identification, and custom solutions for the customer's property.*
- **Communication:** *One point of contact, Nextel radio/cell phones for rapid response, email and fax.*
- **ISA Certified Arborists:** *On-staff advisors address the specific needs of your property and insure that tree care is performed properly.*
- **Certified Pest Control Applicator and Operators on Staff:** *Qualified experts trained to meet all governmental requirements.*
- **Local Branch Support:** *Personal care, free expert consulting, and 24/7 emergency response*
- **Experienced, Proactive, Tenured Area Manager:** *English speaking, personalized service.*
- **Commitment:** *Dedicated to providing quality service that meets TruGreen's highest standards.*
- **Wide-Ranging Experience:** *Including shopping centers, restaurants, banks, office buildings, hotels & resorts, sports training centers, campuses, ballparks, medical facilities, municipalities, apartments & condominiums, and master plan communities.*
- **Supported by SERVICEMASTER's Vast Resources:** *Best equipment, exceptional purchasing power.*

Service Offerings

As landscape experts, it's our job to provide exceptional care for your turf, plants, and trees. We offer more than simple maintenance for your landscape. We are a ***business partner*** who knows how to stay within your budget, a ***marketing partner*** who knows that the landscape makes an important first impression on customers and tenants, and an ***operations partner*** who knows the importance of fast, proactive service.

TruGreen offers:

- Sports Turf Division
- Insect and Disease Control
- Complete Landscape Enhancement Services
- Tree and Shrub Care
- Certified Arborist Division
- Seasonal Color Planting
- Exterior Holiday Lighting
- Irrigation System Design, Installation and Management
- 24 hour Call Emergency Service
- Landscape and irrigation designers on location

Landscape Installation Services

Whether you're a large or small, local or nationwide, TruGreen LandCare can deliver professional, worry-free service for the type of landscape installation you require.

We are known for our award-winning landscape designs. Our professionals have the resources to offer value-added services, including design/build, irrigation installation, renovation, project planning and coordination, complete contract administration, estimating, and customized reports.

Water Management Services

Many of our customers turn to TruGreen LandCare as a partner in progressive water management. Inefficient watering can adversely impact both budgets and the environment. TruGreen LandCare helps customers maintain their beautiful landscapes and valuable investments through:

- Water Audits
- Use Analysis
- Central Control System Installation and Monitoring
- System Mapping
- Annual Water Budgeting
- Shared Savings Agreements

Tree Care Services

Trees are considered an extremely valuable asset to your landscape, giving your property a unique appeal to customers, tenants, and employees. Rely on our TruGreen LandCare Certified Arborists and professionally trained tree care specialists to help keep your valuable investments on a well-managed maintenance program. Designed to keep trees healthy, strong and beautiful, our tree care program includes:

- Planting
- Pruning
- Transplanting and Removal
- Diagnosis, Appraisal and Evaluation
- Inventory and Management Programs
- Root Pruning and Barriers
- Cabling and Bracing
- Stump Removal
- Insect and Disease Control
- Fertilization
- Emergency Response

Specialized Services

If your project requires extensive landscape expertise and reliable service, then TruGreen LandCare is the partner for you. We offer many specialized services to address your needs, including:

- Landscape Preservation and Wetland Restorations
- Nursery Operations
- Sports Turf Management
- Green Waste Management/Recycling
- Plant Inventory Programs
- Exterior Lighting
- Golf Course Maintenance and Management

TruGreen LandCare Value Proposition Statement

"TruGreen is committed to the delivery of exceptional Landscape Services, a commitment ensured by our dedication to client communications, incomparable quality and a resolve to provide cost value for our service offerings."

Employee Screening and Security Policy

Before beginning work all TruGreen Employees are screened for the following:

- **Drug Testing:** TruGreen employs independent drug testing labs to screen for evidence of drug use. TruGreen has a zero tolerance policy in this area.
- **Social Security Checks:** Every employee is required to provide proof of eligibility to work in the United States.
- **Criminal Background Check:** Every employee is screened for a criminal background check. Any evidence of a felony record will disqualify a person from employment.
- **MVR Check:** Before operating a company vehicle on public or private roads, the employee will be subject to a Motor Vehicle Records check. One or more moving violations disqualify a person from operating a company vehicle.

Employee Code of Conduct on the Job

- No alcoholic beverages permitted on property.
- No employee shall be intoxicated while on property.
- Employees must be clean, neat, and wear a proper uniform bearing TruGreen LandCare's name.
- Employees must use proper safety equipment: steel-toe boots, safety vests, safety glasses, and earplugs.
- Show respect to all individuals on the property at all times.
- No weapon of any kind is permitted.
- The use of profanity or provocative language is prohibited.
- Contractor shall not allow unauthorized persons on property.
- No radios or loud music on property.

Certified Landscape Technician Training:

- TGLC encourages and sponsors employees for advanced education to become a Certified Landscape Technician, QAL and QAC.

Each employee has the opportunity to advance individual skills through advanced training programs in the area of Irrigation Technician, Chemical Technician, Enhancement Supervisor, Crew Leader and Area Manager

Safety First

It's TruGreen LandCare's goal to provide a safe workplace by elimination or control of known and potential safety and health hazards that our employees may face on the job. TruGreen LandCare prides itself on safety awareness and it is everyone's responsibility in all operations and at all levels. Safety is an integral part of our employee orientation program. It is mandatory for employees to attend the weekly safety meetings and acknowledge attendance by signing in. Our "Safety Pays" program creates an awareness and incentive to work safely. TruGreen LandCare employs a Regional Technical Manager (RTM), Regional Fleet and Safety Manager (RFSM), and a Divisional Risk and Safety Manager (DRSM). Each branch office employs a Branch Safety & Training Coordinator (BSTC).

TruGreen LandCare adheres to all current CALTRANS road safety and lane closure procedures. Branch Managers, Area Managers and Crew Leaders all take an active part in training, educating and implementing safety guidelines. TruGreen LandCare employs a full-time certified mechanic that is solely responsible for maintaining the safe operation of equipment. All manufacture specifications are strictly adhered to and charted for ease of tracking maintenance and repair requirements. National vendors also contribute to the safety and training program by sponsoring operational and educational seminars.

Key Points:

- TGLC employs Regional Safety Coordinators, Branch Safety Coordinators and Fleet Managers throughout the company.
- All TGLC employs complete a safety orientation and must pass a pre-employment drug screen test.
- TGLC implements Safety Pays Policy and rewards employees with raffles and BBQ's for Accident Free Months.
- Weekly and monthly safety meetings are held at the branch location every Friday morning throughout the year. Companywide safety meetings are held quarterly.
- Annual Pesticide Training, including Right to Know training, is provided yearly. Monthly training is held for new employees. MSDS sheets are available at the branch office and copies are kept in all TGLC vehicles.
- All employees who drive company vehicles must take a defensive driving course annually. Cameras are installed in many of our vehicles to support our strict safe driving standards.

Personnel Training

All crewmembers participate in our Gardeners Level I, and Level II Certification and training program. This training and certification gives all crew members a guideline to be able to rise within TruGreen LandCare as well as improving customer satisfaction.

In Gardener Level I Certification, new personnel are trained and certified in human resources, safety, back injury prevention, proper fuel safety, blower operation, 21" mower operation, line trimmer operation, basic hand tool orientation and power edger operation.

After the new employee has been working in the field for a few months they are eligible to begin training in our Gardener Level II Certification. Crew members are trained and tested in staking trees, riding mower operation, hedge trimmer operation, basic irrigation maintenance/repair, basic equipment maintenance, pesticide application, fertilizer application, proper storage of equipment on vehicles, basic tree trimming and natural pruning of shrubs.

Employees are also offered tuition reimbursement that can be used for classes/schools that train for ISA Certification, Pesticide Applicator Certification, Commercial Drivers License, and English Courses.

Management Training

All employees in management positions undergo "Regulatory Compliance Training" and "Leadership Essential Training". "Regulatory Compliance Training" covers employment laws and regulations. "Leadership Essential Training" deals with proper interaction with employees and customers, as well as, the fundamental of being a leader. Positive employee relations training is also given focusing on what motivates our employees and how to remain the employer of choice.

Tuition reimbursement and Branch Manager Training is also offered to management employees.

Recruitment and Replacement

TruGreen LandCare has full time Region Recruiters who actively search for the most qualified people the landscape industry can supply. They attend job fairs, as well as contact local colleges and schools. Additionally, potential employees interested in working for TruGreen LandCare can log onto out web site, www.TruGreen.com to review job openings throughout the nation. Extensive turnover reports are also performed by our staff to determine the best practices to keep current employees working for TruGreen LandCare.

Supervision

TruGreen LandCare employs both Area Managers and Area Supervisors to ensure that our crew supplies the best landscape services to our customers. Additionally, both Area Managers and Area Supervisors work closely with our crews to ensure that they conduct themselves in a professional manner as well as staying safe while working.

Uniforms and Identification

TruGreen LandCare has a national account with CINTAS. All employees are provided with five sets of uniforms. Each uniform consists of a long sleeve work shirt and long pants. Both the employees name as well as the company name are embroidered onto the shirts. Additionally, all employees are issued safety vests that have the name of the company stamped onto the back and baseball hats with company logo. All TruGreen LandCare vehicles have signs on both doors. All vehicles are marked with a vehicle unit # and a toll free number so that each vehicle can be easily identified.

In-House Training Program

Our in house library is comprised of printed material, which designates the parameters within which the TruGreen LandCare team operates. These materials are published by such reputable organizations as the National Arborist Association, the International Society of Arboriculture, The National Arbor Day Foundation, and the Oak Tree Foundation. After review of our references you will soon find that the standards we set for ourselves are closely aligned with the educational materials provided. TruGreen LandCare has extensively complied with SB198 and has further instituted a comprehensive hazard communications program, tailgate safety meeting program, and specialized Electrical Hazard Awareness Program (EHAP Certification Program).

ISA Certified Tree Workers and Certified Arborists are required to complete a total of 40 continuing education units (CEU) every two years in order to maintain their certification status. In order to retain their State license, our Pest Control Advisors are required to complete 40 hours of continuing education units (CEU) every two years also.

We recognize the importance of recruiting, selection, training, and tenure. Seventy percent of the management team of TruGreen LandCare has 8 years minimum tenure. Fifty percent of the trimming staff has tenure of more than 4 years.

TruGreen LandCare currently employs more than 180 people who are dedicated to the responsibility of the urban forest prevention. These team players are constantly being trained and cross-trained within the principles of their chosen profession. We are actively participating in the ISA Certification program sending our people as far as Northern California and Arizona to participate in the various testing programs and tree trimmer jamborees. We have won many jamboree events further installing a sense of pride and accomplishment in their profession.

TruGreen LandCare has a training facility located in our Upland office where bilingual instruction is regularly scheduled. Our library and audio visual capability further entices the mediocre tree trimmer to become eager participant in further education and the raising of his or her profession's. Our arborist knowledge gives them the pride, self-esteem, and sense of achievement that makes it apparent that our continuing education programs and training are working and not a requirement.

Safety/Health Policies and Procedures

The TruGreen LandCare – Arbor Division Safety and Health manual was written around the in compliance with SB198 is a document over 200 pages long. It is incorporated here by reference and available for review on request.

This company is also in full compliance with the California Highway Patrol's Biannual Terminal Inspection (BIT) program. Basically, this program requires that a company have a preventative maintenance program involving daily inspections, monthly service and quarterly comprehensive vehicle exams. Every two years the CHP comes to our facility and reviews all vehicle maintenance records and in-house programs for compliance.

Aerial towers are regulated by OSHA separately and receive regular inspections by state licensed inspectors who certify their condition. Our in-house capability to rebuild these units is in a continual process of updating, servicing, inspecting, repairing, and certifying these critical pieces of tree care equipment.

The success of the Safety and Health Program depends on the sincere, constant, and cooperative effort of the management and the employees. Their active participation and support of the program and implementation of its procedures will make it a success.

Annual Review

The following objectives and goals have been established to gauge the success of our program, as a minimum guideline, and will be reviewed annually by the safety coordinator to evaluate the plan's performance.

Objectives

To provide a safety and health program consistent with good operating practices and maintain compliance with applicable safety and health regulations, and in particular, CAL OSHA Section 3203 "Accident Prevention Plan" and the requirements of SB198.
To create an attitude of safety consciousness in management, supervision, and employees. TruGreen LandCare will establish a spirit of cooperation and teamwork throughout all operations regarding all health and safety matters.

Safety/Health Policies and Procedures

The manual has been developed for the protection of all employees and to keep TruGreen LandCare free of accidents and injuries. It can only serve the company if it is used. Each foreman is required to read it thoroughly. All employees are required, as a condition of employment, to develop and exercise safe work habits in the course of their work to prevent injuries to themselves and others. The items listed below are part of the employee responsibilities, as outlined by CAL OSHA. However, they are only a portion of the program.

-Promptly report to their supervisor all accidents, near misses and injuries occurring within the course of their employment.
-Cooperate with and assist in investigation of accidents to identify causes and to prevent reoccurrence.
-Promptly report to their supervisor all unsafe actions, practices, or conditions they observe.
-Become familiar with and observe approved safe work procedures during the course of their work activities.
-Keep work areas clean and orderly at all times.
-Avoid engaging in any horseplay and avoid distracting others.
-Obey all safety rules and follow published work instructions.
-Wear protective equipment when working in hazardous areas or jobs, and / or as required by supervision.
-Inspect all equipment prior to use and report any unsafe conditions to your supervisor immediately.
-Submit any suggestions for accident prevention, without fear of reprisal, which may assist in improved working conditions or work practices to your immediate supervisor.

Quality Assurance Program

TruGreen LandCare will conduct daily, weekly or monthly inspections (as per contract specifications) of all the sites to insure that contract specifications are followed. On a daily, weekly or monthly basis (as described in contract specifications) the Area Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Area Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly or monthly basis (as described in contract specifications) the Area Manager will visit all the sites and do a thorough punch list of all locations noting conditions and required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Area Manager and the Branch Manager will conduct inspections monthly or bi-monthly (per contract size) with the Department of Public Works Representative. This will insure that contract guidelines are being followed and that quality horticultural practices are being performed. Copies of our inspections will be submitted to the Department of Public Works for review via fax or e-mail and filed at our office.

A **Landscape Quality Audit** (LQA) System can also be utilized if desirable to the Department of Public Works. The LQA System is TruGreen's first nationwide release of a program that will standardize the audit process. Implementing the LQA system will allow us to perform Landscape Quality Audits with efficiency and integrity while providing our customers and management a tool to monitor our performance. The LQA system will set the standards for the Landscaping Industry. The Landscape Quality Audit process has proven to be a very effective tool to:

- Monitor and improve performance.
- Gain additional business from customers.
- Improve proactive communication with customers.
- Create greater customer loyalty.
- Even out the peaks and valleys in our service.

Customer satisfaction will be confirmed by the client's signature on the audit forms, thus reducing the need for rework at job site. Additionally, a copy of the audit form shall be provided to the customer. The Landscape Quality Audit (LQA) system was created with six key elements in mind:

- To communicate with customers on a regular basis, monthly, bimonthly, quarterly, or yearly, based on customer preferences and the size of the account.
- To provide proactive suggestions for improvement through corrective actions and enhancements proposals.
- To continuously measure the performance of our team on the job site.

- To provide a tool for the Branch Manager to use to assess the status of all maintenance accounts throughout the year.
- To better gauge the probability of retention of business year to year.
- To provide a tool to measure customer satisfaction on a regular basis.

An **Initial Landscape Audit** (ILA) is the first evaluation of a job site. The ILA is used to show problem areas to the client before TruGreen begins work. The ILA acts as a baseline assessment for the Landscape Quality Audits (LQAs) that follow. Comparing the LQA to the ILA is an easy way to show improvements of the client's job site.

As far as review and reporting of any and all documentation (i.e. certified payroll, time sheets, pesticide application records, etc., etc.), this will all be made available to the Department of Public Works upon request.

LANDSCAPE QUALITY AUDIT

TruGreen LandCare

Property Name	
Street Address	
City, State	
Branch Name + Number	
Job #	
Customer #	
TruGreen Representative	
Date of Report	

CATEGORY RATING CRITERIA	
5	Exceptional
4	Exceeds Requirements
3	Meets Requirements
2	Needs Improvement
1	Does Not Meet Requirements

Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.

	1	2	3	4	5	N/A	Submit Proposal	Planned Action
1.0 LAWN								
1.1 Mowing Lines /Turf Cut								
1.2 Edging								
1.3 Lawn Fertility								
1.4 Weed Control								
1.5 Insect and Disease								
1.6 Irrigation								
LAWN TOTAL								
2.0 SHRUB BEDS								
2.1 Pruning								
2.2 Plant Fertility								
2.3 Weed Control								
2.4 Mulch								
2.5 Insect and Disease								
2.6 Irrigation								
SHRUB BED TOTAL								
3.0 SEASONAL COLOR								
3.1 Overall Appearance								
3.2 Pruning								
3.3 Plant Fertility								
3.4 Weed Control								
3.5 Insect and Disease								
3.6 Irrigation								
SEASONAL COLOR TOTAL								
4.0 GENERAL SERVICE								
4.1 Parking Lots/Sidewalks								
4.2 Debris Pick Up/ Blowing								
4.3 Proactive Suggestions								
4.4 Response Time								
4.5 Consistency of Service								
4.6 Communication w/ TruGreen								
GENERAL SERVICE TOTAL								

REPORT SUMMARY	Category Score	Div by	Number of Categories	Avg Quality	Check Appropriate LQA Rating	
1.0 LAWN		÷				Exceptional (5.0)
2.0 SHRUB		÷				Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR		÷				Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE		÷				Needs Improvement (2.0-2.9)
TOTAL SCORE		÷				Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____

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Initial Landscape Assessment

TRUGREEN LandCare

Property Name:	
Location:	
Date:	
Prepared By:	

LAWN

Mowing Lines/Turf Cut

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Edging

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Lawn Fertility

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable
- ☐ Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: Shrubs

Initial Landscape Assessment

TRUGREEN LandCare℠

Property Name:	
Location:	
Date:	
Prepared By:	

SHRUB BEDS

Pruning

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Plant Fertility

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Weed Control

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Mulch

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Insect & Disease

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Irrigation

- ☐ Applicable
- ☐ Not Applicable Exceptional
- ☐ Meets Requirements
- ☐ Does Not Meet Requirements
- ☐ Submit Proposal
- ☐ Photo Available

Current Condition	
Proposed Actions	
Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: Seasonal Color

Initial Landscape Assessment

TRUGREEN LandCare

Property Name:		Date:	
Location:		Prepared By:	

PROFESSIONAL OPINION

Overall Appearance ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Pruning ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Plant Fertility ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Weed Control ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Insect & Disease ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Irrigation ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	

Upon completing the information on this worksheet continue on to the worksheet titled: General Services

Initial Landscape Assessment

TRUGREEN LandCare℠

Property Name:		Date:	
Location:		Prepared By:	

Parking Lots/Sidewalks ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☑ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Debris Pick-Up & Blowing ☐ Applicable ☐ Not Applicable ☐ Exceptional ☐ Meets Requirements ☐ Does Not Meet Requirements ☐ Submit Proposal ☐ Photo Available	Current Condition	
	Proposed Actions	
	Timeframe to Improve	
Proactive Suggestions ☐ Exceptional ☐ Meets Requirements		
Response Time ☐ Exceptional ☐ Meets Requirements		
Consistency of Service ☐ Exceptional ☐ Meets Requirements		
Communication w/Vendor ☐ Exceptional ☐ Meets Requirements		

Congratulations you have completed the ILA!!! Now check your work: Turf

Subcontractors will be used
ONLY
if required by the County

Financial Statements

Financial Statements on file at:

The Department of Public Works

Administrative Services Division

Licenses

LICENSE NO.
03800 00004

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038

PEST CONTROL BUSINESS LICENSE
BRANCH LOCATION

THIS LICENSE EXPIRES
December 31, 2007

TRUGREEN LANDCARE
1323 W 130TH ST
GARDENA CA 90247

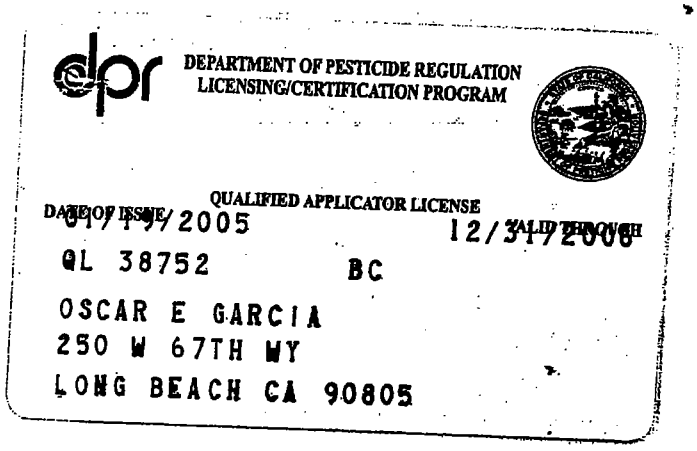
— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

Bob Mackie Pest Control Advisor #AA-02579, Arborist # WC-3330
Region Technical Manager
TruGreen ChemLawn, California Region

Arbor Staff Qualifications

Name	Position	Years	Certification
Jose Manuel Perez	Operations Manager	22	WE – 0818A** WC – 352*
Wallace Burch	Region Safety Coordinator	22	WE – 0713A**
Sal Corona	Project Supervisor	30	WC – 890*
Scott Rodgers	Project Supervisor	12	WE – 3140A**
Jesus Cano	Field Supervisor	25	WC – 334*
Romuldo Gaeta	Field Supervisor	22	WC – 368*
Donato Leon	Field Supervisor	16	WC – 351*
Luis Garcia	Field Supervisor	12	WC – 445*
Julian Jimenez	Field Supervisor	12	WC – 446*
Gonzalo Regalado	Field Supervisor	11	WC – 495*
Ricardo Macias	Field Supervisor	6	WE – 4390A**
Steve Ponce	Field Supervisor	4	WE – 6461A**
Ramon Arvisu	Tree Worker	16	WC – 366*
Juan Pena	Tree Worker	16	WC – 371*
Francisco Pichardo	Tree Worker	16	WC – 453*
Raul A Pichardo	Tree Worker	16	WC – 372*
Rodolfo Toro	Tree Worker	16	WC – 591*
Francisco Urena	Tree Worker	16	WC – 375*
Renaldo Hernandez	Tree Worker	12	WC – 370*
Angel Perez	Tree Worker	11	WC – 717*

*Three digit certification numbers, like WC-329, are Certified ISA Tree Workers
** Five digit certification numbers, like WE-0713A, are Certified ISA Arborists



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 01/19/2005

VALID THROUGH 12/31/2006

QL 38752 BC

OSCAR E GARCIA
250 W 67TH WY
LONG BEACH CA 90805

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE 02/01/2006 VALID THROUGH 12/31/2007

QL 33033 BCF

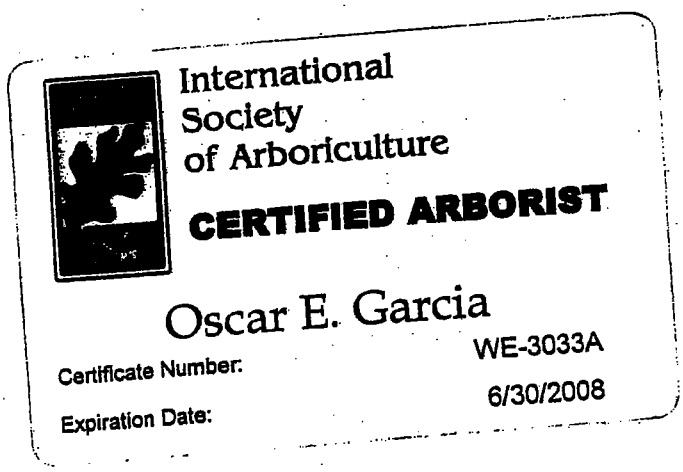
MICHAEL J SKOPIK
231 CALIFORNIA ST
LA HABRA CA 90631

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 6 of the Food and Agricultural Code in the categories indicated on the face of this card. This license does not authorize any person to engage for hire in the business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the Business of Pest Control for hire. This license must be shown to any representative of the Director or Commissioner upon request.

License Categories

A. Residential, Industrial, and Institutional
B. Landscape Maintenance
C. Right of Way
D. Plant Agriculture
E. Forest
F. Aquatic
G. Regulatory
H. Seed Treatment
I. Animal Agriculture
J. Demonstration and Research
K. Health Related
L. Wood Preservation
M. Antifouling-Tributyltin
N. Sewer Line Root Control
Q. Maintenance Gardener



International
Society
of Arboriculture

CERTIFIED ARBORIST

Oscar E. Garcia

Certificate Number: WE-3033A

Expiration Date: 6/30/2008

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number 774548

Type PART

Business Name TRUGREEN LANDCARE A GENERAL PARTNERSHIP

Classification(s) B C61/D49 C27

Expiration Date 02/28/2006

California Home Friday, February 10, 20

License Detail CALIFORNIA CONTRACTORS STATE LICENSE BOA
Contractor License # 774548

DISCLAIMER

A license status check provides information taken from the CSLB license data base. Before relyin on this information, you should be aware of the following limitations:

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license data base.

Extract Date: **02/10/2006**

* * * Business Information * * *

TRUGREEN LANDCARE A GENERAL PARTNERSHIP
860 RIDGE LAKE BLVD
MEMPHIS, TN 38120
Business Phone Number: (901) 681-1800

Entity: **Partnership**
Issue Date: **02/03/2000** Expire Date: **02/29/2008**

* * * License Status * * *

This license is current and active. **All information below should be reviewed.**

* * * Classifications * * *

Class	Description
D49	TREE SERVICE
C27	LANDSCAPING

* * * Bonding Information * * *

CONTRACTOR'S BOND: This license filed Contractor's Bond number **285014359** in the amount **$10,000** with the bonding company
LIBERTY MUTUAL INSURANCE COMPANY.
Effective Date: **01/01/2004**

Contractor's Bonding History

BOND OF QUALIFYING INDIVIDUAL(1): This license filed Bond of Qualifying Individual numbe **10326590300262** for MARK JOSEPH WESEL in the amount of **$7,500** with the bonding compan: **ACE PROPERTY AND CASUALTY INSURANCE COMPANY.**
Effective Date: **07/18/2001**

BOND OF QUALIFYING INDIVIDUAL(2): This license filed Bond of Qualifying Individual numbe **10326590300095** for WALLACE EUGENE BURCH in the amount of **$7,500** with the bonding company
ACE PROPERTY AND CASUALTY INSURANCE COMPANY.
Effective Date: **07/11/2000**

* * * Workers Compensation Information * * *

This license has workers compensation insurance with the
ZURICH AMERICAN INSURANCE COMPANY (4581-5)
Policy Number: **WC293852503** Effective Date: **01/01/2006** Expire Date: **01/01/2007**

Workers Compensation History

* * * Miscellaneous Information * * *

Date	Description
06/13/2004	CLASS B REMOVED

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List Other Licenses

License Number Request Contractor Name Request Personnel Name Request

Salesperson Request Salesperson Name Request

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Proof of Valid Insurance

MEMORANDUM OF INSURANCE

12/05/05

PRODUCER

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

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

COMPANIES AFFORDING COVERAGE

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

INSURED

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY/)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 2938528-03	01/01/2006	01/01/2009	GENERAL AGGREGATE	$5,000,000
					PRODUCTS -COMP/OP AGG	Included in Above
					PERSONAL & ADV INJURY	$3,000,000
					EACH OCCURRENCE	$3,000,000
					FIRE DAMAGE (any one fire)	$1,000,000
					MED EXP (any one person)	$5,000
A	AUTOMOBILE LIABILITY ANY AUTO	BAP2938531-03 (AOS)	01/01/2006	01/01/2009	COMBINED SINGLE LIMIT	$5,000,000
					BODILY INJURY (per person)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
B	EXCESS LIABILITY UMBRELLA FORM	BE4484642	04/01/2005	04/01/2006	EACH OCCURRENCE	$5,000,000
					AGGREGATE	$5,000,000
A A	WORKERS COMP & EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: INCLUDED	WC 2938525-03 (AOS) WC2938527-03 (WI)	01/01/2006	01/01/2009	X WC Statutory limits	
					EL EACH ACCIDENT	$1,000,000
					EL DISEASE- POLICY LIMIT	$1,000,000
					EL DISEASE – EA EMPLOYEE	$1,000,000
	PROPERTY					

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

Additional Information

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

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

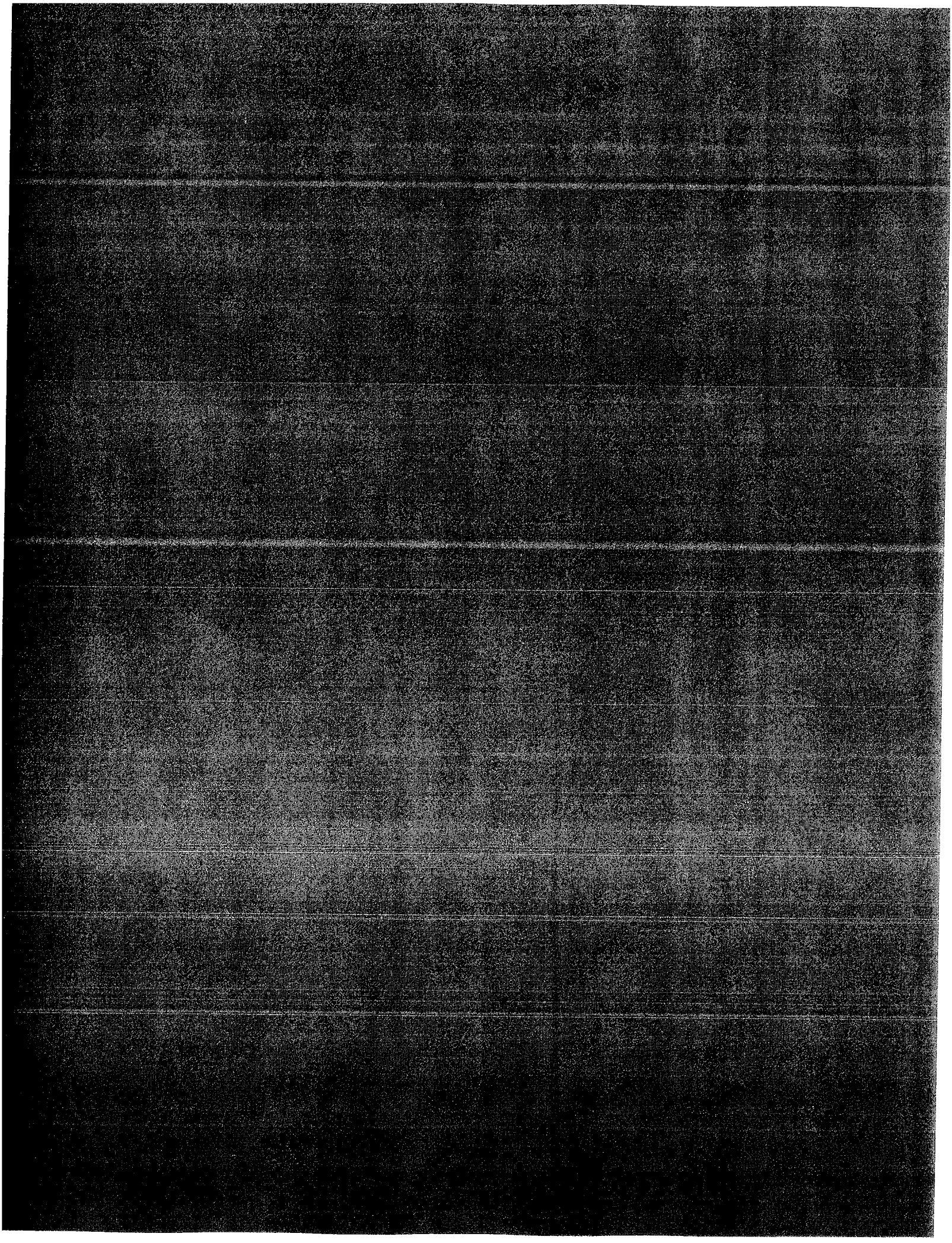
Any party with which the named insured is contractually required to include as additional insured, loss payee or mortgagee, is automatically granted such status; mortgagees of property leased by the named insured are also automatically granted such status where required. However, coverage under the policy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

Existence of more than one insured or additional insured or other interests shall not serve to increase the limits of liability of the policy.
Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

If the enclosed Memorandum of Insurance does not meet the required minimum limits, TruGreen LandCare acknowledges that the required insurance coverage will be provided prior to commencing work under the proposed contract (s).



Labor Regulations and Record Keeping Requirements

TRUGREEN LandCare

a.

I. Employees are responsible for reporting directly to the established satellite office closest to the contracted client location (centralized). The employees' shift starts at their scheduled start time; typically 6:30 am, depending on contract requirements. Employees are paid from the time they are scheduled to begin working (or sooner if they perform work of any kind even prior to their scheduled shift) beginning at the centralized satellite location.

II. Employees are required to keep on the time-sheets that must be completed showing the start time they begin working, the property on which the hours were worked, and lunch breaks. These are reviewed daily by the Area Manager and immediate Crew Supervisor. Employees are required to sign time-sheets daily

III. Time sheets are kept on each employee and tracked daily by each employee showing work start times, end times, lunches, and the properties on which they worked for those hours. These daily time-sheets are reviewed by the immediate Crew Supervisor and Area Manager and are signed by the Area Manager daily. Employees create these time sheets but they are also reviewed by the Crew Leader and Supervisor. The Crew Leader reviews for accuracy for the jobs associate with the hours. The Area Manager reviews to ensure lunch breaks are being taken and reflected appropriately. The hours documented by the employee and signed for by the employee are transferred into a payroll time and attendance system that calculates payroll and is used to generate pay. A payroll report is created weekly to explain the check to the employee, the hours worked daily, and what was overtime versus regular hours.

IV. There is also a Human Resources Audit process that occurs at all business units with the Organization that occurs approximately twice a year by the Region Human Resources Manager. This audit encompasses a review of a valid sampling of payroll and the respective time-sheets. A comparison is made between hours documented by employees, hours paid, calculation of overtime, both daily, and weekly and ensures we are providing weekly reports to employees to explain their pay check weekly. This audit covers two pay-period during our highest volume of staffing. All errors are reported into a centralized database at our Corporate Headquarters for audit and review.

V. Employees lunch breaks are reflected on their time sheets and are signed by the employee confirming a lunch was taken. Breaks are taken and monitored by the Crew Supervisor and audited by the Area Manager.

b.

I. Employee payroll checks are generated by a centralized mainframe payroll system that received file feed from the branch's time and attendance system. The system takes the hours from the time and attendance system, and issues the employee a paycheck systematically. The time and attendance system has programming that takes the hours and calculates the overtime, daily and weekly as well as overtime for workweeks consisting of more a certain number of workdays in a week. Employees are paid all hours due that pay period on one check. The wages are broken up on the check into different earning buckets showing the employee the total dollar amount for overtime, regular hours, bonus, commission, vacation, holiday, etc.

II. Manual checks are never issued to streamline the payroll process, maintain compliance with overtime laws and IRS regulations, and ensure appropriate wage rates where living or prevailing wage apply.

III. Very seldom, if ever, will an employee work multiple jobs requiring multiple wages. However, in those instances, the system is designed to track, and pay appropriately as required by living or prevailing wage requirements. Checks are systematically generated from hours entered into the time and attendance system using hours the employee documented on his/her time card. Each hour worked is accounted for and associated with the contract on which the employee's time is spent. This job is attached to a wage for any contracts that must comply with any living wage or prevailing wage situation. The hours worked on that particular job is coded to that appropriate wage to ensure employees are paid for the appropriate wage for those hours. Employees document daily which jobs they spend time on and the times they were on those jobs. The system's logic is designed to appropriate assign the rate to that employee's hours based on the job the employee documents having worked on (imbedded in the system's design).

IV. Travel time during an employee's shift is paid at the rate that corresponds to the job on which the employee is working. Travel time consists of all travel from the point of meeting for work at the satellite location at the beginning of the day, travel from site to site

if that is required, and travel back to the satellite at the end of the day.

V. Employees are typically on one job without ever having to work on jobs causing the employee to have multiple wage rates. Overtime is calculated at 1.5 or 2 times the rate associated with the job on which the employee worked the overtime hours depending on the number of hours worked that day and that week and the corresponding overtime law requirements.

TRUGREEN LANDCARE

6245 - Javier (MDR - 0250)

DATE: _____ **Wednesday**

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
45723	Raul Hernandez							
56317	Jaime Mendoza							
56331	Jose Delgado							
261085	Alfredo Cabello							
294075	Antonio Chacon M							
#N/A	1-52" Mower							
#N/A	2-Blowers							
#N/A	2-Weed Eaters							
#N/A	1-Edger							
#N/A	1-Hedge Trimmer							

SAMPLE

Job Name / Nombre de Trabajo	Job Number / # Trabajo	Work Order Number	Start Time	Stop Time	Hours to be charged to this activity: BM	Irr	Color	Enh	Snow	Arbor	Other	Total Hours
Marina Del Rey	0250											
Marina Del Rey	7251											

Area Manager Signature: X

Total Hours to be Keyed

Shop 813 Admin 819 Funeral 808 Non productive 805 Jury Duty 810 Vacation 807 Holiday 811 Unexcused 910

5507001

TruGreen-LandCare
Certified Payroll Report
Period Ending 01/28/06 Check Date 02/03/06

JOB: 62450250
Los Angeles Co-Marina Del Rey
13837 Fiji Way
Marina Del Rey , CA 90292

RAUL HERNANDEZ 00045723
1524 W DEL AMO BLVD
TORRANCE , CA 90501
SSN: 677109011
Check No : 1370995

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	8.00	8.00		40.00	11.100	444.00	444.00	3.63	27.53			10.00	41.16	402.84

JAIME MENDOZA 00056317
6500 TEMPLETON STREET
HUNTINGTON PARK , CA 90255
SSN: 608144806
Check No : 1371013

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	8.00	8.00		40.00	9.8[illegible]	393.20	393.20		24.38			8.85	33.23	359.97

JOSE DELGADO 00056331
11711 1/2 ALLIN ST
APT #475
CULVER CITY , CA 90230
SSN: 612060760
Check No : 1370967

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/26	Fri 01/27	Sat [illegible]/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
4.00							[illegible]00	9.460	37.84	302.72	2.20	18.77			6.82	27.79	274.93

ALFREDO CABELLO 00261085
125 E BARCLAY ST
LONG BEACH , CA 90805
SSN: 565496946
Check No : 1370951

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/[illegible]	Sat [illegible]/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	8.00	[illegible].00	[illegible]		40.[illegible]	10.330	413.20	413.20	28.23	25.62	7.05		9.29	70.19	343.01

ANTONIO CHACON MIRANDA 00294075
323 W 3RD STREET
APT #16
SAN PEDRO , CA 90731
SSN: 606290039
Check No : 1370958

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu [illegible]/26	Fri 01/[illegible]	Sat 01/28	TOTAL HOURS	RATE	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
	8.00	8.00	[illegible].00		[illegible].00	4.00	36.00	9.460	340.56	378.40		23.46			8.50	31.96	346.44

********** TOTALS **********

Sun 01/22	Mon 01/23	Tue 01/24	Wed 01/25	Thu 01/[illegible]	Fri 01/27	Sat 01/28	TOTAL HOURS	GROSS THIS JOB	TOTAL GROSS	FED W/H	FICA	STATE	LOCAL	OTHER DED	TOTAL DED	NET PAY
4.00	32.00	32.00	32.00	24.00	32.00	4.00	160.00	1,628.80	1,931.52	34.06	119.76	7.05	.00	43.46	204.33	1,727.19

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

45723 HERNANDEZ, RAUL
1524 W DEL AMO BLVD
TORRANCE CA 90501

SSN 9011

Check # 01370995

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	11.10	444.00
	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		444.00

FED W/H	FICA	STATE	LOCAL	OTHER DED		
3.63	33.97	.00	.00	3.56	TOTAL DED.	41.16
					NET PAY	402.84

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

56317 MENDOZA, JAIME
6500 TEMPLETON STREET
HUNTINGTON PARK CA 90255

SSN 4806

Check # 01371013

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	9.83	393.20
	.00	8.00	8.00	8.00	8.00	.00	.00	40.00		393.20

FED W/H	FICA	STATE	LOCAL	OTHER DED	
.00	30.08	.0	.00	3.15	TOTAL DED. 33.23

NET PAY 359.97

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summar

Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

56331 DELGADO, JOSE
11711 1/2 ALLIN ST
CULVER CITY CA 90230

SSN 0760

Check # 01370967

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR	8.00	8.00			8.00	8.00		32.00	9.46	302.72
	8.00	8.00	.00	.00	8.00	8.00	.00	32.00		302.72

FED W/H	FICA	STATE	LOCAL	OTHER DED	
2.20	23.16	.00	.00	2.43	TOTAL DED. 27.79

NET PAY 274.93

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

261085 CABELLO, ALFREDO
125 E BARCLAY ST
LONG BEACH CA 90805

SSN 6946

Check # 01370951

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00	8.00	8.00		40.00	10.33	413.20
	.00	8.00	8.00	8.00	8.00	8.00	.00	40.00		413.20

FED W/H	FICA	STATE	LOCAL	OTHER DED		
28.23	31.66	7.05	.00	3.30	TOTAL DED.	70.19
					NET PAY	343.01

SAMPLE

58151

TruGreen-LandCare
Employee Pay Summary

Page Number 1
Date 2/22/06

West Los Angeles Management (6245)
1323 West 130th St
Gardena CA 90247

Payroll Start Date 1/22/06 End Date 1/28/06

294075 CHACON MIRANDA, ANTONIO
323 W 3RD STREET
SAN PEDRO CA 90731

SSN 0039

Check # 01370958

	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total Hours	Rate	Gross
REGULAR		8.00	8.00	8.00		8.00	8.00	40.00	9.46	378.40
	.00	8.00	8.00	8.00	.0	.00	8.00	40.00		378.40

FED W/H	FICA	STATE	LOCAL	OTHER DED	
.00	28.1	.00	.0	3.02	TOTAL DED. 31.96

NET PAY 346.44

SAMPLE

ServiceMASTER®

2006 SERVICEMASTER'S GUIDE TO UNDERSTANDING YOUR PAYCHECK STUB

Period Ending:

Check No. _____

Employee Name: _____ Employee ID _____

AMOUNT OF CHECK	349.21

A	B	
Gross Wages	Taxable Earnings	Net Pay
393.00	345.96	349.21

Description		Hours	Gross Wages	Year To Date
Regular	C	40 00	320 00	320 00
Overtime	D	2 00	15 00	15 00
Addtl Pay	E			
Add/Rtr	F		50 00	50 00
Commission	G			
Vacation	H			
Holiday	I	8 00	8 00	8 00
Sick	J			
Snow Removal	K			
ESPP Match	L			
Xcess Life	M			
Dep Life Imp	M			
Vehicle Use	N			

Description		Taxes/Ded	Year-To Date
Federal Income Tax	O	17 00	17 00
Federal FICA Withheld	P	24 92	24 92
Federal Medicate Withheld	Q	5 83	5 83
(xx) Department of Revenue	R		
DI/SUI Tax Witheld	S		
GLTC	T		
ESPP	U	5 00	5 00
*Medical	V	34 62	34 62
*Dental	W	12 42	12 42
*Vision	X		
Vol AD&D	Y		
*LTD	Z		
*401 k	AA		
*FSA - Medical	BB		
*FSA - Dep Care	CC		
Dep Life	DD		
Supp Life	EE		

* A deduction with an asterick (*) is a PRE TAX deduction.

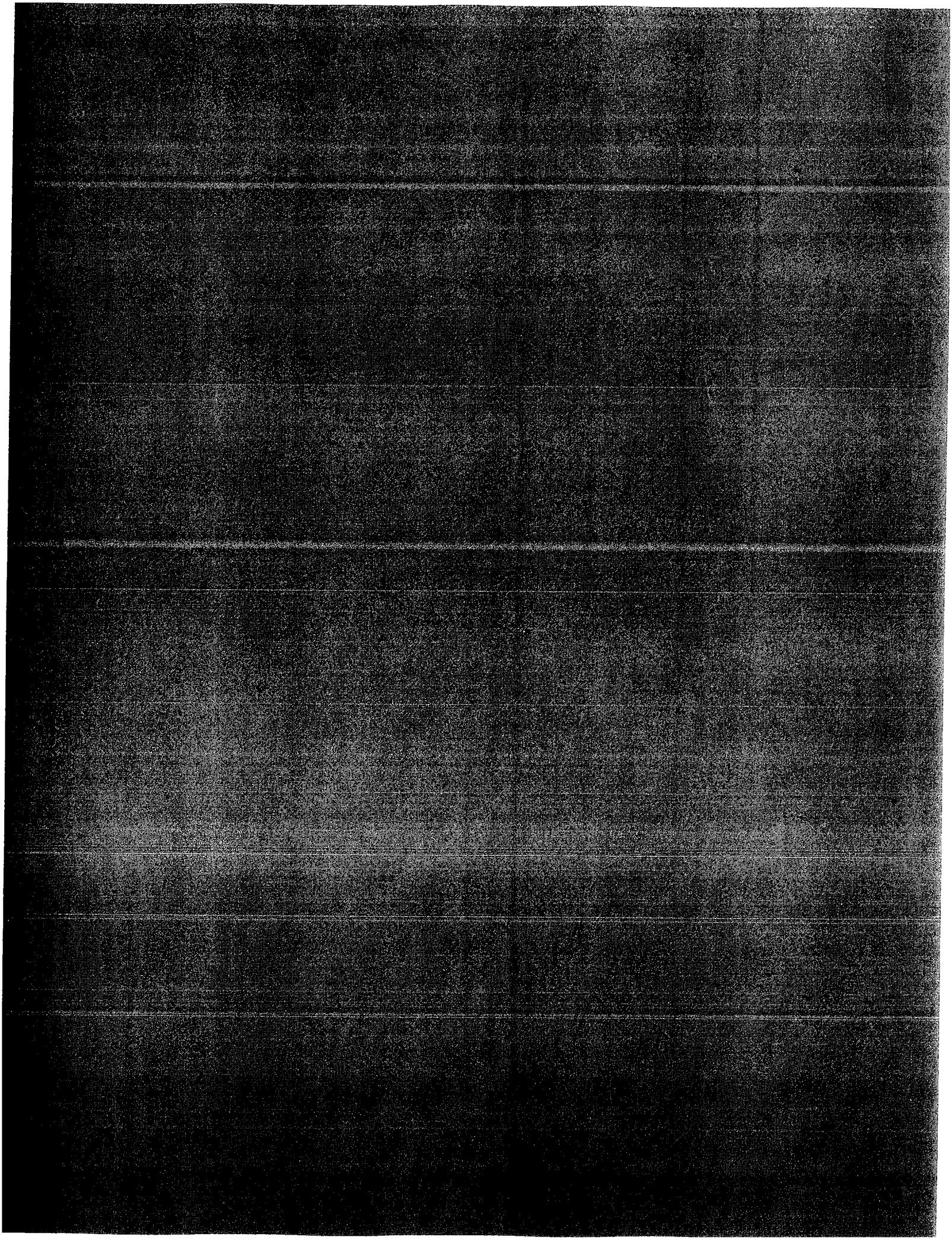
Note: It is the employee's responsibility to verify their hours are correct and accurate. Please notify your supervisor immediately if there are any corrections needed to your hours worked.

A.) Gross Wages- Amount earned before any deductions are made.
B.) Earnings- Amount of taxable earnings after any salary conversion or pre-tax deductions.
C.) Regular-Represents hours & wages worked & earned during a pay period.
D.) Overtime-Represents hours & wages worked & earned in overtime.
E.) Addtl Pay- Any additional pay from ServiceMaster
F.) Add/Retr- Any retroactive pay due.
G.) Commission-Any commission due.
H.) Vacation-Any vacation pay due
I.) Holiday- Any holiday pay due.
J.) Sick-Any sickpay due.
K.) Snow Removal-Any snow pay due.
L.) ESPP Match- The ESPP company matching 15% contribution is added to gross wages, taxed & removed before net pay is reached.
M.) Xcess Life or Dep Life Imput - Amounts of Life Insurance in excess of $50,000 may be taxable depending on age, annual salary and/or volume according to IRS regulations. Any taxable cost is added to gross wages, taxed & removed before net pay.
N.) Vehicle Use- Taxable value of the personal use of company vehicle.
O.) Federal Income Tax- The amount of Federal Tax due based on the W-4 on file.
P.) Federal FICA Withheld- Deduction for Social Security taxes.
Q.) Federal Medicare Withheld- Deduction for Medicare Insurance.
R.) Department of Revenue- The amount of State tax withheld for those that have a State Tax.
S.) DI/SUI- States that require you to contribute to a state disability fund or state unemployment insurance.
T.) GLTC-Deduction for Group Term Long Term Care Insurance.
U.) ESPP- If you elect to participate in the Employee Stock Purchase Plan-the POST TAX deduction appears here.
V.) Medical- PRE-TAX deduction for Medical Insurance.
a.) Med HMO
b.) Med PPO (base) c.) Med Basic Sv
d.) Med PPO BU (buy up) e) Med HMSA
W.) Dental- The PRE-TAX deduction for Dental Insurance.
a.) Den PPO (base) b.) Den DHMO
c.) Den PPO BU (buy up)
X.) Vision-The PRE-TAX deduction for Vision Insurance.
Y.) AD&D-POST-TAX deduction for Accidental Death & Dismemberment Insurance.
Z.) LTD- POST-TAX deduction for Long Term Disability Insurance.
AA.) 401 k- PRE-TAX 401 k deduction
BB.) FSA - Medical PRE-TAX deduction for the Health Care Reimbursement Account.
CC.) FSA - Dep Care PRE-TAX deduction for the Depend Care Reimbursement Account.
DD.) Dep Life Insurance- POST TAX deduction for Dep Life Insurance coverage.
EE.) Supp Life Insurance- POST TAX deduction for Employee Supp Life Insurance coverage.

Retroactive or refund premiums processed as an adjustment are recorded separately on the employee's paycheck. Examples include a qualified status change or enrollments received after the coverage effective date

If an employee missed health and welfare benefit deductions, they are collected as arrears and included on the paycheck with the regularly scheduled benefit deduction.

Revised 1/05



Additional Information

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Green Tech Name of Parent Company (if applicable):	Attendee's Name: Ruth Fernandez / Gus Marquez Title: Owner	Mailing Address: 13128 Telegraph Rd Sto G-1 City: SFS State: CA Zip: 90670 Telephone Number: (800) 420 1962 FAX: (562) 777 1962 e-mail Address: greentechonline@verizon.net
Company Name: FAR EAST Landscape Name of Parent Company (if applicable):	Attendee's Name: Tony Moon Title: OWNER	Mailing Address: P O Box 951357 City: Mission Hills State: Ca Zip: 91395 Telephone Number: (661) 297-0676 FAX: (661) 297-6282 e-mail Address: FAR EAST moon 1 @ Yahoo.com
Company Name: Premier Name of Parent Company (if applicable):	Attendee's Name: Josh Song Title: Gen.	Mailing Address: 4695 Wilshire Blvd. #259 City: L.A. State: CA Zip: 90010 Telephone Number: (213) 386-2552 FAX: (213) 386-2546 e-mail Address: pbms@pacbell.net.
Company Name: MIDORI GARDENS Name of Parent Company (if applicable):	Attendee's Name: AL GAMAITERO Title: Controller	Mailing Address: 3231 S. Main St. City: Santa Ana State: Zip: 92707 Telephone Number: ( ) 714 - 751-8792 FAX: ( ) e-mail Address: Midoriscape@sbcglobal.net

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: FRANK MATTISON LANDSCAPE Name of Parent Company (if applicable): N/A	Attendee's Name: FRANK MATTISON Title: OWNER	Mailing Address: 43759 15TH. W. #217 City: LAN State: CA Zip: 93534 Telephone Number: (661) 940-6069 FAX: ( ) 9422731 e-mail Address: FRANKMATTISONLANDSCAPE @ HOTMAIL
Company Name: SUAVERS Inc. Name of Parent Company (if applicable): ~~ELIJAH Sr~~	Attendee's Name: ~~ELIJAH SUAVER III~~ Title:	Mailing Address: 1663 E. DEL AMO City: CARSON State: CA Zip: 90746 Telephone Number: (310) 979-7223 FAX: ( ) e-mail Address:
Company Name: Angels Landscape ~~Renteria~~ Name of Parent Company (if applicable): Renteria	Attendee's Name: Robert Renteria Title: Owner	Mailing Address: 15903 Lakewood Blvd. Suite 103 City: Bellflower, ~~CA 90706~~ State: CA Zip: 90706 Telephone Number: (562) 477-4313 FAX: (562) 792-0105 e-mail Address: robert@angelslandscape.com
Company Name: Azteca landscape Name of Parent Company (if applicable):	Attendee's Name: Nick Alvarado Title: Sales Manager	Mailing Address: 1027 E Acacia St City: Ontario State: Ca Zip: 91761 Telephone Number: (909) 673-0889 FAX: (909) 673-9192 e-mail Address: Nick@Azteca landscape

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Tropical Creations, Inc Name of Parent Company (if applicable):	Attendee's Name: Mac Duran Title: VP	Mailing Address: 18555 Eddy St City: Northridge State: Ca Zip: 91324 Telephone Number: (818) 885-5000 FAX: (818) 885-5554 e-mail Address: mduran@tropicalcreations.com
Company Name: Swayzer's Inc. Name of Parent Company (if applicable):	Attendee's Name: Ezekiel Swayzer Title:	Mailing Address: 1603 E. Del Amo City: Carson State: CA Zip: 90746 Telephone Number: (323) 979-7223 FAX: ( ) e-mail Address:
Company Name: Orozco Landscape and Tree Company Name of Parent Company (if applicable):	Attendee's Name: Robert Cisneros Title: Sales & operations	Mailing Address: 11194 Pipeline Ave City: Pomona State: CA Zip: 91766 Telephone Number: (909) 623-8287 FAX: (909) 464-0634 e-mail Address: Robert@orozcolandscape.com
Company Name: Systems Management Inc Name of Parent Company (if applicable):	Attendee's Name: Jason Wade Title: Business Admin.	Mailing Address: P.O. Box 92433 City: Pasadena State: CA Zip: 91109 Telephone Number: (626) 791-1388 FAX: (626) 791-1494 e-mail Address: [redacted]sm1626@msn.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: TRUGREEN LANDCARE Name of Parent Company (if applicable): SERVICEMASTER	Attendee's Name: CHRIS DAUGHERTY Title: AREA MANAGER	Mailing Address: 1323 W. 130th St. City: Gardena, CA. State: CA Zip: 90247 Telephone Number: (310) 354-1520 FAX: ( ) e-mail Address:
Company Name: United Pacific Sec Name of Parent Company (if applicable):	Attendee's Name: JACK Mooring Title: General Manager	Mailing Address: 120 E LA HABRA Blvd. City: LA HABRA State: CA Zip: 90631 Telephone Number: (562) 691-4600 FAX: (562) 691-8839 e-mail Address:
Company Name: Toyo Landscape Name of Parent Company (if applicable):	Attendee's Name: Michael T. Ohshita Title: Sec. Treas	Mailing Address: 764 N Cypress City: Orange State: CA Zip: 92867 Telephone Number: (714) 6335200 FAX: (714) 6335038 e-mail Address: MTOANZAI@AOL
Company Name: MERCHANTS LANDS. Name of Parent Company (if applicable):	Attendee's Name: Patrick Healy Title: L.A. Branch Manager	Mailing Address: 11220 1/2 Peoria St. City: Sun Valley State: CA Zip: 91325 Telephone Number: (800) 645-4881 FAX: (818) 504-2578 e-mail Address: Patrick@merchantslandscape.com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

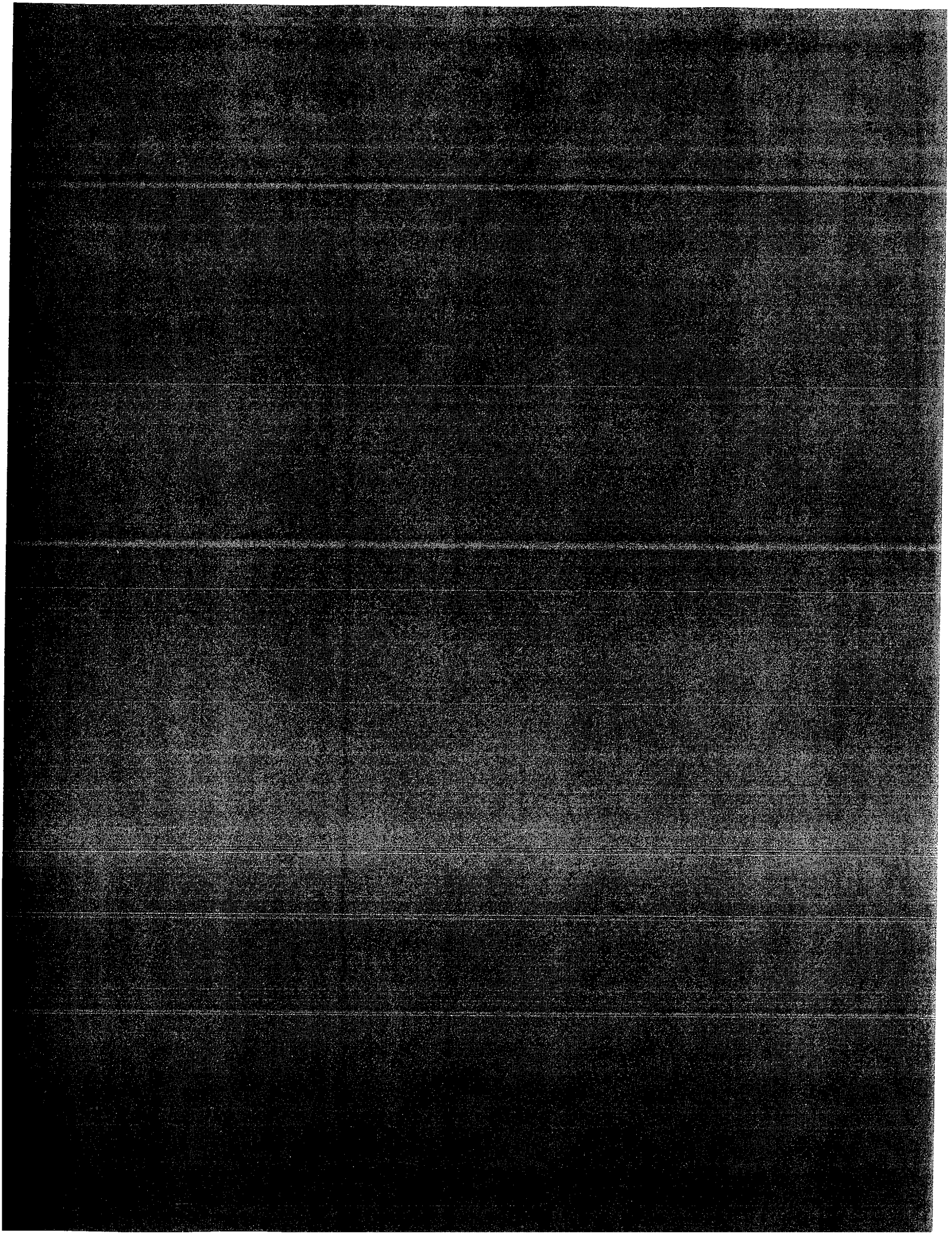
Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: Sun-Scapes Landscape Co. Name of Parent Company (if applicable):	Attendee's Name: Jennifer Barouti Title: Estimator	Mailing Address: 1529 W. 13th St. #D City: Upland State: CA Zip: 91786 Telephone Number: (909) 982.0325 FAX: (909) 982.0396 e-mail Address: info@sun-scapes.net
Company Name: Environmental Point Name of Parent Company (if applicable):	Attendee's Name: TRAMLIN WATKINS Title: For non	Mailing Address: 10950 S Central ave City: L.A. State: Calif Zip: 9059 Telephone Number: (323) 5635642 FAX: (323) 5635643 Cell 3104330517 e-mail Address:
Company Name: Alma gardening.co Name of Parent Company (if applicable):	Attendee's Name: Santiago Gonzalez Title:	Mailing Address: 2583 W Sierra Hwy City: Acton ~~Ca~~ State: Ca Zip: 93510 Telephone Number: (661) 269-2958 FAX: ( ) Same e-mail Address:
Company Name: Complete LANDSCAPE CARE Name of Parent Company (if applicable):	Attendee's Name: Stephen Cox Title: OPERATIONS MANAGER	Mailing Address: 10715 Bloomfield Ave City: Santa Fe Springs State: CA Zip: 90670 Telephone Number: 562 944-4441 FAX: (562) 941-9943 e-mail Address: Steve@CompleteLandscapeCareInc.Com

PROPOSERS' CONFERENCE
LANDSCAPE MAINTENANCE SERVICES
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
WEDNESDAY, FEBRUARY 08, 2006 AT 2 P.M., CONFERENCE ROOM A

Please print clearly and leave two of your business cards.

COMPANY NAME	NAME OF PERSON ATTENDING	MAILING ADDRESS AND TELEPHONE NUMBER
Company Name: L Barrios & Associates Name of Parent Company (if applicable):	Attendee's Name: John Barrios Title: Project Manager	Mailing Address: 302 E. Foothill Blvd. City: San Dimas State: CA Zip: 91773 Telephone Number : (626) 524-9873 FAX: (909) 592-3809 e-mail Address: (909) 592-5893 jvbarrios@earthlink.net
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City : State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:
Company Name: Name of Parent Company (if applicable):	Attendee's Name: Title:	Mailing Address: City: State: Zip: Telephone Number : ( ) FAX: ( ) e-mail Address:



Forms List

VERIFICATION OF STATEMENT OF QUALIFICATIONS

FORM PW-1

DATE: 02-22 , 2006	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE: Landscape Maintenance

DECLARANT INFORMATION

3. NAME OF DECLARANT: David G. Evans

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE VENDOR(S).

5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE VENDOR IS: Branch Manager

VENDOR INFORMATION

6. Vendor's full legal name:	TruGreen LandCare, A General Partnership
7. Vendor's fictitious business name or dba (if any):	N/A

8. The Vendor's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	
☐ A corporation:	Corporation's principal place of business:
	State of incorporation:
	President/CEO:
	Secretary:
☒ A general partnership:	Names of partners: TruGreen LandCare, L.L.C TruGreen Companies, L.L.C
☐ A limited partnership:	Name of general partner:
☐ A joint venture of:	Names of joint venturers:
☐ A limited liability company:	Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following: TruGreen LandCare

Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. This proposal is made without collusion with any other person, firm, or corporation. The Vendor has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Vendor's own knowledge. The Vendor has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the Vendor will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

11. CHECK ONE:

☒ (1) I am making these representations on my personal knowledge;

OR

☐ (2) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Vendor or Authorized Agent:	David G Evans
Type name and title:	David G. Evans Branch Manager

FORM PW-2

OMITTED FOR THIS RFSQ PROCESS

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Vendor is excepted from the Program.

Company Name: TruGreen LandCare, A General Partnership		
Company Address: 1323 West 130th Street		
City: Gardena	State: CA	Zip Code: 90247
Telephone Number: 310/354-1520		
(Type of Goods or Services): Landscape Maintenance		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: David G. Evans	Title: Branch Manager
Signature: David G Evans	Date: 02/22/06

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

FORM PW-4

PROPOSED CONTRACT FOR: Request For Statements of Qualifications for Landscape Maintenance
SERVICE BY VENDOR TruGreen LandCare, A General Partnership
PROPOSAL DATE: 02/22/06

This information must include all work undertaken in the State of California by the Vendor and any partnership, joint venture or corporation that any principal of the Vendor participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual Vendor. The Vendor may attach any additional information or explanation of date which the Vendor would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

	5 CALENDAR YEARS PRIOR TO CURRENT YEAR						
	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts	50	210	190	197	35	682	35
2. Total dollar amount of Contracts (in thousands of dollars)	1,800	8,160	8,280	7,900	6,160	32,300	6,160
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	1	3	3	4	11	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	2	27	19	0	48	0
6. No. of lost workdays	0	4	150	15	4	173	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

TruGreen LandCare, A General Partnership
David G. Evans

Name of Vendor or Authorized Agent (print)

David G. Evans
Signature

02/22/06
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, David G. Evans

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) Branch Manager

of TruGreen LandCare, A General Partnership

Name of Vendor

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed David G Evans Date 02/22/06

FORM PW-6

VENDOR'S REFERENCE LIST

PLEASE SEE ATTACHED

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Vendor during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

TRUGREEN LandCare

Gardena Branch
1323 West 130th Street
Gardena, CA 90247
Office: 310-719-1008
Fax: 310-323-4780

Vendor's Reference List (Form PW-6)
3. Other Governmental Agencies and Private Companies

Fax:
Juan Price – 310/802-5310-310/802-5301
City of Manhattan Beach
Landscape Maintenance
1994 – Present

Fax:
Tito Molina – 310/458-8974-310/399-6984
City of Santa Monica
Landscape Maintenance
1989 – Present

Fax:
Larry Still – 310/544-5252-310/544-5295
City of RPV
Landscape Maintenance
2004 – Present

Fax:
Kevin Trudeau – 323/848-6339-323/848-6565
City of West Hollywood
Landscape Maintenance
1994 – Present

Fax:
David Torres – 323/563-5785-323/582-3106
City of South Gate
Landscape Maintenance
1999 – Present

Fax:
Louis McKenzie – 310/605-5691-310/639-4955
City of Compton
Landscape Maintenance
2003 – Present

Fax:
Art Romero – 562/220-2113-562/220-2105
City of Paramount
Landscape Maintenance
1999 – Present

Fax:
Pat Agnitch – 310/285-2537-310/385-0840
City of Beverly Hills
Landscape Maintenance
1998 – Present

Fax:
Andy Ramirez – 323/584-6214-323/584-6310
City of Huntington Park
Landscape Maintenance
2004 - Present

Fax:
Jan Bartolo – 818/238-5315-818/238-5321
City of Burbank
Landscape Maintenance
2004 - Present

Fax:
Mark Trujillo – 310/524-2716-310/414-0911
City of El Segundo
Landscape Maintenance
2004 – Present

Fax:
Michael Flaherty – 310/318-0259-310/798-2917
City of Hermosa
Landscape Maintenance
2004 - Present

Fax:
Steve Farmer – 310/973-3263-310/371-8877
City of Lawndale
Landscape Maintenance
2004 - Present

Fax:
Mary Keener – 310/615-2650 X217-310/322-4334
El Segundo Unified School District
Landscape Maintenance
2001 - Present

Fax:
Rudy Garcia – 213/851-2435-213/485-1540
City of Los Angeles
Bureau of Street Services
1998-Present

Vendor's Reference List (Form PW-6)
A. County of Los Angeles Agencies

Fax:
Wayne Shumaker – 310/577-5742-310/306-2594
L.A. County Beaches and Harbor
Marina Del Rey
Landscape Maintenance
1994-Present

Fax:
Bill Hottran – 626/926-2311-626/968-1372
L.A. County Belvedere Parks
Landscape Maintenance
2001-Present

Fax:
Vickie Valles – 626/458-7393-626/458-7395
L.A. County
Department of Public Works
Landscape Maintenance
2002-Present

FORM PW-7

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Vendor's Name	TruGreen LandCare, A General Partnership
Address	1323 West 130th Street Gardena, California 90247
Internal Revenue Service Employer Identification Number	36-4313318

In accordance with Los Angeles County Code Section 4.32.010, the Vendorcertifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The Vendor has a written policy statement prohibiting any discrimination in all phases of employment.	☒	YES
		☐	NO
2.	The Vendor periodically conducts a self- analysis or utilization analysis of its work force.	☒	YES
		☐	NO
3.	The Vendor has a system for determining if its employment practices are discriminatory against protected groups.	☒	YES
		☐	NO
4.	Where problem areas are identified in employment practices, the Vendor has a system for taking reasonable corrective action to include establishment of goals and timetables.	☒	YES
		☐	NO

Vendor	TruGreen LandCare, A General Partnership
Authorized representative	David G. Evans
Signature	David G Evans
Date	02/22/06

FORM PW-8

LIST OF SUBCONTRACTORS

The Vendor is required to fill in the following blanks. N/A

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All Vendors responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TruGreen LandCare, A General Partnership
My County (WebVen) Vendor Number: 52607901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐	As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole	☒ General Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 197					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American						
Hispanic/Latino			9	1	181	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			3			

III. PERCENTAGE OF OWNERSHIP IN FIRM: NO NATURAL PERSON OWNS 5% OR MORE Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
David G Evans	Branch Manager	02/22/06

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature David G Evans	Title Branch Manager
Firm Name David G. Evans	Date 02/22/06

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RESQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name: TruGreen LandCare, A General Partnership	Date of Request: 02/22/06
Project Title: Request For Statements of Qualifications For Landscape Maintenance Services	Project No. AS-O

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

TruGreen LandCare, A General Partnership
Company Name

1323 West 130th Street Gardena, California 90247
Address

36-4313318
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	(X)

David G Evans
Signature

02/22/06
Date

David G. Evans Branch Manager
Name and Title (please type or print)

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: TruGreen LandCare, A General Partnership		
Company Address: 1323 West 130th Street		
City: Gardena	State: CA	Zip Code: 90247
Telephone Number: 310/354-1520	Facsimile Number: 310/323-4780	Email Address: Dave_evans@landcare.com
Awarding Department: County of Los Angeles		Contract Term: N/A
Type of Service: Landscape Maintenance		
Contract Dollar Amount: N/A		Contract Number (if any): N/A

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: David G. Evans	TITLE: Branch Manager
SIGNATURE: David G Evans	DATE: 02/22/06

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less that **$9.46 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: TruGreen LandCare, A General Partnership	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: David G Evans	DATE: 02/22/06
PLEASE PRINT NAME: David G. Evans	TITLE OR POSITION: Branch Manager

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the Vendor's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

David D Evans
Owner's/Agent's Authorized Signature

David G. Evans Branch Manager
Print Name and Title

TruGreen LandCare, A General Partnership
Print Name of Firm

02/22/06
Date

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: TruGreen LandCare, A General Partnership	Print Name of Owner: N/A
Print Address of Firm: 1323 West 130th Street	Owner's/AGENT's Authorized Signature: David G Evans
City, State, Zip Code: Gardena, California 90247	Print Name and Title: David G. Evans

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF VENDOR LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION **Vendor Name:** TruGreen LandCare, A General Partnership **Contracting Department:** of Public Works **Department Contact Person:** Donald L. Wolfe **Phone:** 626/458-5100	**RANGE OF DEDUCTION**_____ (Deduction is taken from the maximum evaluation points available)	
	Vendor Fully Disclosed	Vendor *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that Vendor has a record of very serious violations.*	8 - 10% Consider investigating a finding of Vendor non-responsibility**	16 - 20% Consider investigating a finding of Vendor non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of Vendor non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that Vendor has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that Vendor has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that Vendor does not have a record of violations.*	0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a Vendor's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by Vendor
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of cations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

FORM LW-7

REQUESTED INFORMATION ON THE VENDOR'S MEDICAL PLAN COVERAGE

Vendor: TruGreen LandCare, A General Partnership

Name of Vendor's Health Plan: Cigna Date: 02/22/06

(Please use a separate form for each health plan offered by the Vendor to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Vendor's Health Plan Premium			
Employee only	Y N	$	
Employee + 1 dependent	Y N	$	
Employee + 2 dependents	Y N	$	
Employee + 3 dependents	Y N	$	
Vendor's portion of above health premium payment			
Employee only	Y N	$	
Employee + 1 dependent	Y N	$	
Employee + 2 dependents	Y N	$	
Employee + 3 dependents	Y N	$	
Any Annual Deductible?			
Per Person	Y N	$	
Per Family	Y N	$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	$	
Per Family	Y N	$	
Any Lifetime Maximum?			
Per Person	Y N	$	
Per Family	Y N	$	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

PLEASE SEE ATTACHED

LW-7 – VENDOR'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE VENDOR OR VENDOR'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

☒ **Becomes eligible for health insurance coverage after 90 days of employment.**

☒ **Is defined as an employee who is employed more than 30 hours per week.**

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS N/A DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS N/A DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

ServiceMASTER.

Fuel for Life

Webcast for Leaders on 2006 Benefits Changes and Enrollment

Choose Well. Live Well.

Company Overview

ServiceMaster currently provides outsourcing services for residential and commercial customers through a network of over 5,500 company-owned and franchised service centers and business units operating under leading brands that include Terminix, TruGreen ChemLawn, TruGreen LandCare, ARS Service Express, Rescue Rooter, American Mechanical Services, ServiceMaster Clean, American Home Shield, AmeriSpec, Merry Maids, and Furniture Medic.

As America's Service Brands for Home and Business, the core service capabilities of the company include lawn care and landscape maintenance; termite and pest control; plumbing, heating, and air conditioning services; cleaning and disaster restoration; furniture repair; and home warranty.

To learn more about ServiceMaster, visit us online at www.svm.com.

The Benefits of a Career with ServiceMaster

When you join ServiceMaster, you're joining an industry leader. That means you enjoy the advantages and opportunities of a career with a major organization, as well as a comprehensive total benefits package.

At ServiceMaster, we value the contribution our employees make to our success. We reward that contribution in part through a broad range of valuable benefits designed to serve employees as thoughtfully and effectively as they serve our customers. The company's philosophy is to provide a comprehensive benefits program that meets the needs of our diverse employee population.

The ServiceMaster benefits program:

- Provides financial protection for you and your family against catastrophic health care expenses
- Gives you access to quality coverage at an affordable cost
- Offers benefit options so you have the flexibility to choose the benefits that best meet your needs
- Encourages healthy living, and
- Gives you opportunities to save for the future

ServiceMaster offers a wide variety of options, from medical coverage to disability and life insurance—as well as a work/life balance program that can help you cope with the demands of your work and personal life.

Our savings and retirement benefits include the ServiceMaster Profit Sharing and Retirement Plan and the Employee Stock Purchase Plan, which give you a convenient way to save for a secure financial future.

Supporting Our Business Objectives

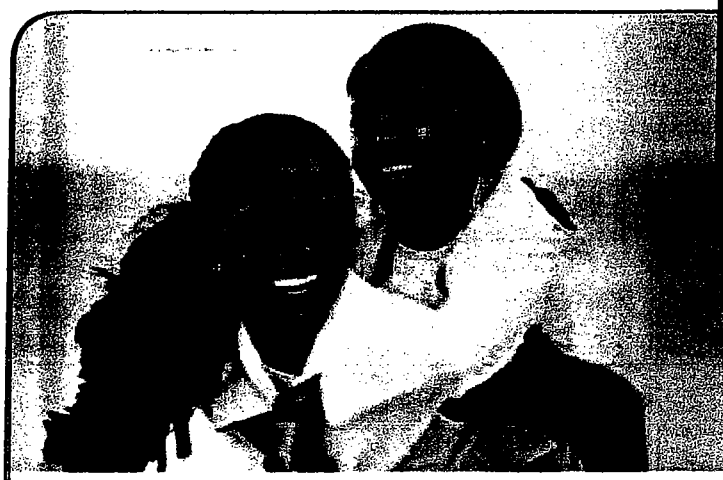
We have incorporated our four core objectives into our benefit plan designs:

Honor God in All We Do—We do the right thing by offering our employees a comprehensive benefits package.

Excel with Customers—We provide benefits that help employees manage their personal lives so they can focus on serving our customers.

Help People Develop—We create benefit plans that recognize different people have different needs, and those needs change over time.

Grow Profitably—We have the ability to enhance our benefits when we are profitable. We ask employees to help us manage these costs by using their benefits wisely.



Did You Know?

At ServiceMaster, your compensation is more than just a paycheck. It also includes the benefit plans, programs, tools, and resources you need to give you and your family the protection you deserve.

Health and Welfare Benefits

Health and welfare benefits are a valuable part of your total compensation at ServiceMaster. We offer a benefits package that includes a variety of plans to protect your health and income.

Eligibility

If you're a regular full-time employee, you may enroll in medical, dental, vision, life insurance, the legal services plan, and reimbursement accounts. Eligible dependents include your legal spouse, unmarried children under age 19, full-time students up to age 24, and children under your legal guardianship.

Coverage is effective on the first of the month coincident with or following three consecutive months of service. Full-time employees are also eligible for disability benefits. For employees hired on or after January 1, 2006, disability benefits are effective following the completion of 12 consecutive months of service.

You and your immediate family members are eligible for the ServiceMaster LifeManagement Program and Business Travel Accident Insurance on your first day of employment.

Making Changes During the Year

You may only make changes to your coverage during the year if you have a qualified status change. You have up to 45 days after the date of the event to change your coverage, and the change must be consistent with the event.

Medical Plan

The medical plan options are designed to help protect you and your covered family members from the high cost of medical care and to help you get healthy and stay healthy. This section describes the medical plan options available to ServiceMaster employees.

Regular PPO

The Regular PPO is a preferred provider organization offered through Blue Cross Blue Shield. PPO options let you choose in- or out-of-network services, with a higher level of benefits for in-network services. In-network benefits include:

- $20 office visit copayment; $30 specialist office visit copayment
- $30 urgent care facility copayment
- $1,000 individual/$2,000 family annual deductible
- Wellness care services for each covered individual
- 70% coinsurance for hospital coverage

Super PPO

The Super PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than the Regular PPO. In-network benefits include:

- $20 office visit copayment; $30 specialist office visit copayment
- $30 urgent care facility copayment
- $600 individual/$1,200 family annual deductible
- Wellness care services for each covered individual
- 80% coinsurance for hospital coverage

Premium PPO

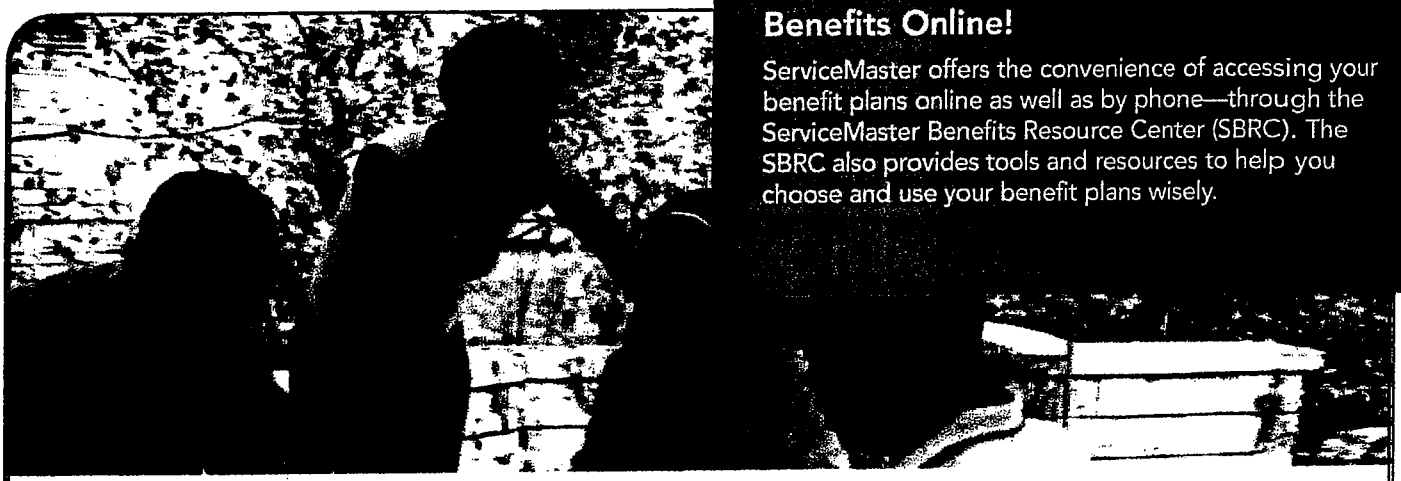
The Premium PPO is a Blue Cross Blue Shield PPO that lets you choose a higher level of benefits than both the Regular PPO and the Super PPO. In-network benefits include:

- $15 office visit copayment; $25 specialist office visit copayment
- $25 urgent care facility copayment
- $400 individual/$800 family annual deductible
- Wellness care services for each covered individual
- 90% coinsurance for hospital coverage

HMO

The HMO (where available) is a health maintenance organization through CIGNA that provides care through a network of HMO providers. **No benefits are paid for out-of-network services.** In-network benefits include:

- $20 primary care physician (PCP) office visit copayment; $30 specialist office visit copayment
- $35 urgent care facility copayment
- $75 emergency room copayment
- $125 outpatient surgery copayment
- $500 inpatient hospital admittance copayment
- PCP is required



Benefits Online!

ServiceMaster offers the convenience of accessing your benefit plans online as well as by phone—through the ServiceMaster Benefits Resource Center (SBRC). The SBRC also provides tools and resources to help you choose and use your benefit plans wisely.

Prescription Drug Plan

When you enroll in one of the PPOs or the HMO, you'll automatically receive prescription drug coverage through Caremark. **The plan only provides coverage through Caremark network providers.** This section describes the prescription drug benefits for each medical plan option.

Regular PPO

The Regular PPO prescription drug benefits include:

- $50 individual/$100 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 85% generic/75% preferred brand-name/65% non-preferred brand-name coinsurance
- $1,500 annual maximum benefit for retail and mail order combined

Super PPO and HMO

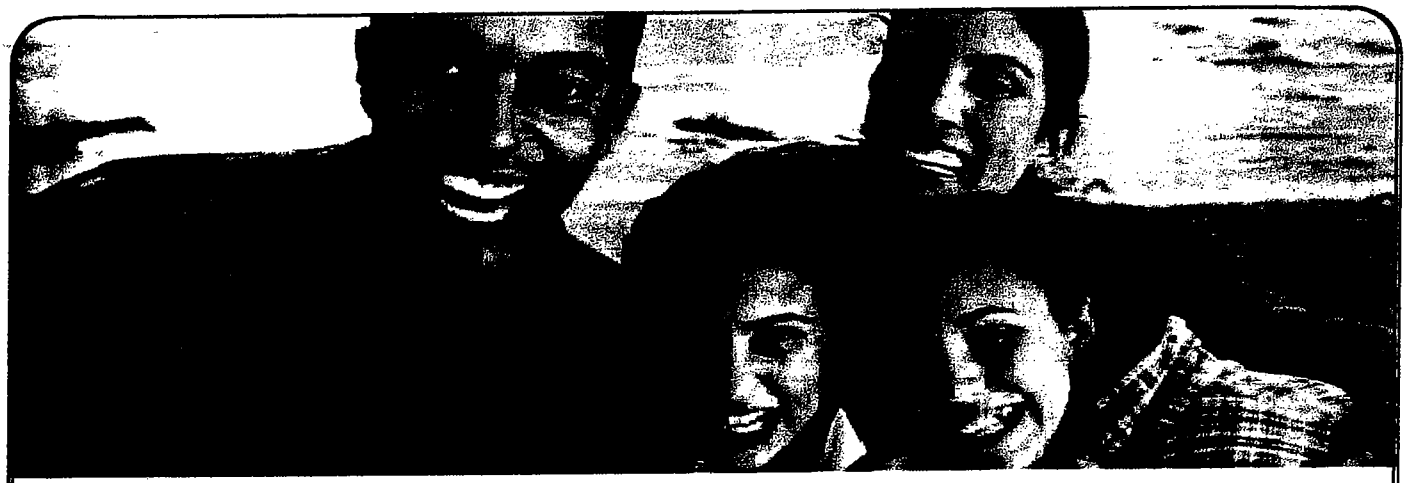
The Super PPO and HMO prescription plan benefits include:

- $50 individual/$100 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 90% generic/80% preferred brand-name/70% non-preferred brand-name coinsurance

Premium PPO

The Premium PPO prescription drug benefits include:

- $25 individual/$50 family annual retail deductible
- $100 retail/$200 mail order maximum per prescription
- 95% generic/85% preferred brand-name/75% non-preferred brand-name coinsurance



ServiceMaster LifeManagement Program

The ServiceMaster LifeManagement Program provides help with the stress and challenges of life—at no cost to you. Confidential services are available 24 hours a day, seven days a week to provide help with issues such as:

- Stress
- Marital and family problems
- Alcohol and drug dependencies
- Financial and legal issues
- Work/life balance
- And more!

The program offers professional consultation, by telephone or in person, as well as online screening tools, self-assessments, and personalized improvement plans to help you better understand and cope with life's challenges and opportunities.

Dental Plan

The dental plan helps cover the cost of dental expenses for you and your covered family members. The plan offers the following dental options.

Base DPPO

The MetLife Base DPPO works like the medical PPOs, and it lets you choose in- or out-of network services with a higher benefit for in-network services. In-network benefits include:

- $50 per person annual deductible
- $1,500 per person annual maximum benefit
- Preventive care—$0 (no deductible)
- Basic services—85% coinsurance
- Major services—50% coinsurance

Buy-Up DPPO

The MetLife Buy-Up DPPO is a dental PPO that provides orthodontia coverage. It also lets you choose how to use out-of-network services. In-network benefits include:

- $50 per person annual deductible
- $1,500 per person annual maximum benefit
- Preventive care—50% no deductible
- Basic services—85% coinsurance
- Major services—50% coinsurance
- Orthodontia—50% coinsurance up to $1,000 lifetime maximum for children up to age 19 or to age 24 if a full-time student

DHMO

The CIGNA DHMO is a dental health maintenance organization that provides benefits through a network of providers. No benefits are paid for out-of-network services. In-network benefits include:

- $0 per person annual deductible
- Unlimited annual maximum benefit
- Preventive care—$0 for most services
- Basic services—$0 for most services
- Major services—fee schedule
- Orthodontia—fee schedule; adults and children
- Primary general dentist is required

Vision Program

The vision program helps keep your costs down for exams and eyewear, and it provides benefits through the Cole Managed Vision network. In-network benefits include:

- Exam—$10 copayment
- Frames or contacts—$100 allowance annually
- Lenses—standard lenses covered in full after exam copayment
- Other discounts apply

Reimbursement Accounts

The reimbursement accounts give you a way to save taxes on the money you spend for eligible health care and dependent day care expenses.

Health Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for a variety of eligible health care expenses for you and your eligible dependents. Eligible health care expenses include copayments, deductibles, coinsurance, and eligible expenses not covered by your medical, dental, or vision coverage.

Dependent Day Care Reimbursement Account

You may set aside before-tax dollars from each paycheck to pay for qualified dependent care expenses. Qualified dependent care expenses include day care, day camp, preschool, and qualified before- and after-school programs.

Life Insurance

Life insurance is an important part of your benefits package, since it provides a benefit to your beneficiaries in the event of your death.

Basic Life Insurance

ServiceMaster provides basic life insurance of 1½ times your eligible annual earnings (up to a maximum of $300,000) for all eligible employees. There's no cost to you for this coverage.

Supplemental Life Insurance

ServiceMaster gives you the option to purchase additional supplemental life insurance coverage of up to four times your eligible annual earnings, with a maximum of $2 million for basic and supplemental coverage combined.

Dependent Life Insurance

You may choose life insurance for your spouse and children from age 14 days to 19 years (or 24 years, if your child is a full-time student).

Disability Insurance

Disability coverage helps protect you and your family from loss of income due to illness or injury.

Short-Term Income Protection

ServiceMaster provides Short-Term Income Protection at no cost to you if you meet the eligibility requirements. This plan provides income protection if you are unable to work due to a non-work-related illness, injury, or pregnancy-related disability.

Long-Term Disability

Long-term disability (LTD) insurance replaces a portion of your income if you're ill or injured and unable to work for an extended period of time. Benefits are payable after a 14-week elimination period. Any benefit you receive may be offset by other sources of income, such as social security.

Legal Services Plan

ServiceMaster's Legal Services Plan offers a network of more than 9,000 participating attorneys to help with your legal needs, such as real estate matters, debt collection defense, and immigration assistance. Legal services benefits include:

- Telephone consultations;
- In-person consultations;
- Preparation of legal documents such as wills; and
- Representation in many legal matters.

When you see an in-network attorney, covered legal services are provided with no additional attorney fees.

Additional Benefits

Other benefits available to ServiceMaster employees include:

Accidental Death and Dismemberment Insurance

Accidental death and dismemberment (AD&D) insurance provides a benefit in the event of certain serious injuries or death due to an accident. You can purchase AD&D coverage for yourself and your eligible dependents.

Business Travel Accident Insurance

Business Travel Accident Insurance (BTA) provides a benefit if you die or sustain serious injuries in an accident while traveling on approved ServiceMaster business. Coverage is automatically provided at no cost to you.

Savings and Retirement Benefits

At ServiceMaster, we know how important it is to save for the future—and to make sure our employees have prepared for their financial security. ServiceMaster's savings and retirement benefits can help.

Eligibility

Full-time and part-time employees who are 18 years of age or older and have completed 90 days of service are eligible for two plans: the ServiceMaster Profit Sharing and Retirement Plan (PSRP) and the ServiceMaster Employee Stock Purchase Plan (ESPP). Participation is effective as soon as administratively possible following enrollment.

The ServiceMaster Profit Sharing and Retirement Plan

The ServiceMaster Profit Sharing and Retirement Plan is a 401(k) plan that allows you to save for your future. It's easy and convenient, because your contributions are deducted from each paycheck on a before-tax basis. You select the percentage of your eligible earnings you would like to contribute, from 1% to 75% (up to the annual IRS dollar limit), and the funds in which you want to invest.

You may also roll over qualified distributions from other eligible qualified retirement plans. The plan provides for an annual, discretionary company matching contribution, as well as the ability to take a loan on your vested account.

The ServiceMaster Employee Stock Purchase Plan

The ServiceMaster Employee Stock Purchase Plan (ESPP) allows you to participate in the company's success by purchasing stock. You select the percentage of your paycheck, from 1% to 10% of your eligible earnings, that you would like to contribute to the ESPP. Your contributions are made on an after-tax basis. The plan makes a matching contribution of 15¢ for every dollar you contribute, up to 10%. Dividends on shares you own are reinvested in your account to buy additional shares of company stock.

Note: *This is a summary and does not contain full details of the plans. In the event there is an inconsistency between this material and the plan documents, the plan documents will govern. The company reserves the right to modify or terminate the benefit plans at any time.*

Contact Information

ServiceMaster employees may contact the following resources for information

Whom to Call:	For What:	Phone/Web Address:
Blue Cross Blue Shield of Illinois	■ Regular PPO ■ Super PPO ■ Premium PPO	866-491-4903 www.bcbsil.com
Caremark	■ Prescription drugs	866-273-8409 www.caremark.com
CIGNA	■ HMO ■ DHMO	800-896-4969 www.cigna.com
Cole Managed Vision	■ Vision	800-334-7591 www.colemanagedvision.com
Computershare	■ Employee Stock Purchase Plan	888-834-0744 www.computershare.com
Hyatt Legal Plans	■ Legal Services Plan	800-821-6400 www.legalplans.com
Magellan Health Services	■ LifeManagement Program	800-308-4906 www.magellanhealth.com
MetLife	■ Base DPPO ■ Buy-Up DPPO	800-942-0854 www.metlife.com/dental
ServiceMaster Benefits Resource Center (SBRC)	■ Eligibility ■ General information	877-282-6372 http://resources.hewitt.com/sbrc
T. Rowe Price	■ Profit Sharing and Retirement Plan—the 401(k) plan	800-922-9945 www.rps.troweprice.com
UnumProvident	■ Life Insurance and AD&D ■ LTD	800-445-0402 866-717-4796 www.unumprovident.com
Wage Works	■ Reimbursement accounts	877-924-0967 www.wageworks.com

ServiceMaster offers you
a career with opportunity, advantages, and
a total compensation package that gives you
the protection and financial security
you're looking for.

SVM-36558-10/05

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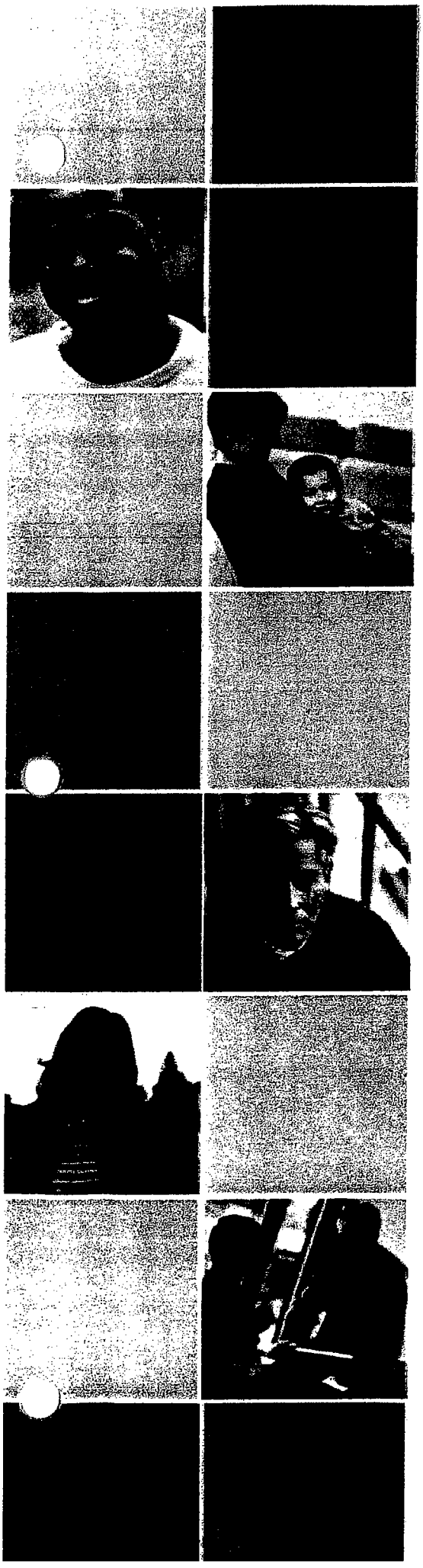


How do I know if it's more than the blues?

Who can help find good child care?

How can I reduce stress in my life?

What care is available for my aging parents?

Life is a series of questions.

We can help you find the answers.

Confidential help is available any time, day or night. Visit MagellanHealth.com for tools, information and resources on thousands of health and wellness topics. Or call your program's toll-free number to speak with a trained, compassionate professional.

ServiceMASTER.

LifeManagement Program

1-800-308-4936

For TTY users: 1-800-456-4806

www.MagellanHealth.com

MAGELLAN HEALTH SERVICES

Getting Better All the Time

SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006
EMPLOYEE PREMIUMS

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	$8.08	$17.50	$27.46	$59.50	$34.85	$75.50	$35.31	$76.50
Employee +1 Dependent	$13.38	$29.00	$46.62	$101.00	$59.08	$128.00	$70.62	$153.00
Employee + 2 Dependents	$15.46	$33.50	$62.08	$134.50	$79.85	$173.00	$97.85	$212.00
Employee + 3 or more Dependents	$15.92	$34.50	$78.23	$169.50	$102.00	$221.00	$97.85	$212.00

	Weekly	Semi-Monthly	Weekly	Semi-Monthly	Weekly	Semi-Monthly
Employee	$5.77	$12.50	$6.46	$14.00	$3.46	$7.50
Employee +1 Dependent	$11.54	$25.00	$12.92	$28.00	$6.23	$13.50
Employee + 2 Dependents	$16.15	$35.00	$18.46	$40.00	$8.54	$18.50
Employee + 3 or more Dependents	$18.00	$39.00	$20.31	$44.00	$9.69	$21.00

	Weekly	Semi-Monthly
Employee	$1.15	$2.50
Employee +1 Dependent	$2.54	$5.50
Employee + 2 Dependents	$3.46	$7.50
Employee + 3 or more Dependents	$3.46	$7.50

Per $100 of Coverage	$0.83

Example: 43 year old, eligible earnings $25,000
Benefit = $25,000 x 60% = $15,000 annual benefit ($15,000/100 = $150)
Premium = $150 *.83 = $124.50
$124.50 / 52 = $2.40 per weekly pay period or $124.50 / 24 = $5.19 per semi-monthly pay period

	Weekly	Semi-Monthly
Coverage	$3.64	$7.88

Revised 10.10.2005

SERVICEMASTER HEALTH AND WELFARE BENEFIT PLAN 2006
EMPLOYEE PREMIUMS

[illegible]	[illegible]	[illegible]	[illegible]		
	Per $1,000 of Coverage	Per $1,000 of Coverage	Spouse/Child(ren)	Weekly	Semi-Monthly
< 25	$0.72	$1.08	$15,000/$2,000	$0.86	$1.86
25 - 29	$0.84	$1.32	$25,000/$5,000	$1.45	$3.15
30 - 34	$0.96	$1.44	$50,000/$10,000	$2.93	$6.35
35 - 39	$1.20	$1.68			
40 - 44	$1.80	$2.64			
45 - 49	$2.76	$4.08			
50 - 54	$4.80	$7.32			
55 - 59	$7.32	$11.04			
60 - 64	$11.88	$17.88			
65 - 69	$20.04	$30.00			
> 70	$39.12	$58.68			

Example: 43 year old, eligible earnings $25,000, elected supplemental life = 2 x eligible earnings non-smoker
Benefit = $25,000 x 2 = $50,000 benefit ($50,000/1000 = $50)
Premium = $50 * 1.80 = $90
$90 / 52 = $1.73 per weekly pay period or $90 / 24 = $3.75 per semi-monthly pay period

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
$20,000	$0.14	$0.21	$0.30	$0.45
$30,000	$0.21	$0.31	$0.45	$0.68
$40,000	$0.28	$0.42	$0.60	$0.90
$50,000	$0.35	$0.52	$0.75	$1.13
$60,000	$0.42	$0.62	$0.90	$1.35
$70,000	$0.48	$0.73	$1.05	$1.58
$80,000	$0.55	$0.83	$1.20	$1.80
$90,000	$0.62	$0.93	$1.35	$2.03
$100,000	$0.69	$1.04	$1.50	$2.25
$150,000	$1.04	$1.56	$2.25	$3.38
$200,000	$1.38	$2.08	$3.00	$4.50
$250,000	$1.73	$2.60	$3.75	$5.63
$300,000	$2.08	$3.12	$4.50	$6.75
$350,000	$2.42	$3.63	$5.25	$7.88
$400,000	$2.77	$4.15	$6.00	$9.00
$450,000	$3.12	$4.67	$6.75	$10.13
$500,000	$3.46	$5.19	$7.50	$11.25
$550,000	$3.81	$5.71	$8.25	$12.38
$600,000	$4.15	$6.23	$9.00	$13.50
$650,000	$4.50	$6.75	$9.75	$14.63
$700,000	$4.85	$7.27	$10.50	$15.75
$750,000	$5.19	$7.79	$11.25	$16.88

Revised 10.10.2005

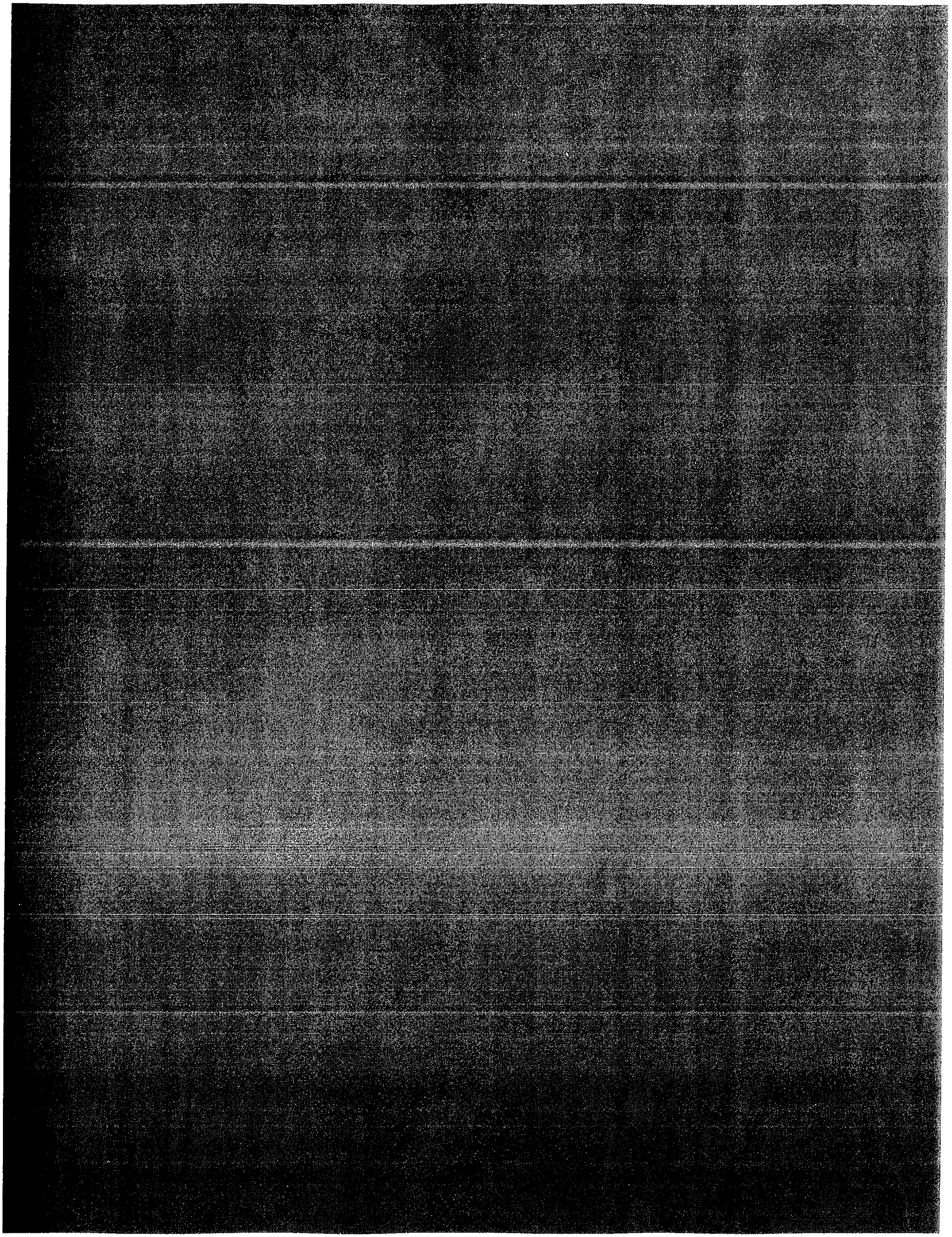
Plan Design S nary *- No change from previous presentation*

	Base Coverage			Middle Coverage		Highest Coverage		
	2005 Basic Services	*2005 Base PPO*	*2006 Regular*	*2005 Buy-up*	*2006 PPO Super*	*2006 Premium*	*2005 HMO*	*2006 HMO*
Annual Maximum Medical Benefi	$7,500 plus $45,000[1]	None	None	None	None	None	None	None
Annual Deductible								
· In Network	$200/$400	$1,000/$2,000	$1,000/$2,000	$400/$800	$600/$1,200	$400/$800	$0	$0
· Out of Network	$300/$600	$2,000/$4,000	$2,000/$4,000	$800/$1,600	$1,200/$2,400	$800/$1,600	Not Covered	Not Covered
Annual Out of Pocket Limit[2]								
· In Network	None	$3,000/$6,000	$15,000/$20,000	$2,000/$4,000	$2,500/$5,000	$2,000/$4,000	$1,500/$3,000	$1,500/$3,000
· Out of Network	None	$6,000/$12,000	$20,000/$30,000	$4,000/$8,000	$5,000/$10,000	$4,000/$8,000	Not Covered	Not Covered
Coinsurance								
· In Network	Coinsurance Varies	80%	70%	80%	80%	90%	100%	100%
· Out of Network	See SRC benefit schedule	60%	50%	60%	60%	60%	Not Covered	Not Covered
Office Visit	(Limited to 5 visits)							
· In Network	$10 copay	$20 PCP/$30 Spec.	$20 PCP/$30 Spec.	$20 copay	$20 PCP/$30 Spec.	$15 PCP/$25 Spec.	$20 PCP/$30 Spec.	$20 PCP/$30 Spec.
· Out of Network	$10 Ded then 80% Coins	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
Inpatient Hospital Copayment								
· In Network	Copays Vary	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	$500/admit	$500/admit
· Out of Network	See SRC benefit schedule	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Ded./Coins.	Not Covered	Not Covered
Prescription Drug								
· Annual Maximum Drug Benefit	$600	None	$1,500	None	None	None	None	None
· Deductible (Retail Only)	None	$50/$100	$50/$100	$50/$100	$50/$100	$25/$50	$50/$100	$50/$100
· Annual OOP Maximum	None	$1,000/$3,000	None	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000	$1,000/$3,000
· In Network								
Retail	$10 copay (subject to annual maximum benefit)	90% G ($5 min) 80% FB ($15 min) 70% NFB ($30 min)	85% G ($5 min) 75% FB ($15 min) 65% NFB ($30 min)	90% G ($5 min) 80% FB ($15 min) 70% NFB ($30 min)	90% G ($5 min) 80% FB ($15 min) 70% NFB ($30 min)	95% G ($5 min) 85% FB ($15 min) 75% NFB ($30 min)	90% G ($5 min) 80% FB ($15 min) 70% NFB ($30 min)	90% G ($5 min) 80% FB ($15 min) 70% NFB ($30 min)
Mail Order	$10 copay (subject to annual maximum benefit)	90% G ($10 min) 80% FB ($30 min) 70% NFB ($60 min)	85% G ($10 min) 75% FB ($30 min) 65% NFB ($60 min)	90% G ($10 min) 80% FB ($30 min) 70% NFB ($60 min)	90% G ($10 min) 80% FB ($30 min) 70% NFB ($60 min)	95% G ($10 min) 85% FB ($30 min) 75% NFB ($60 min)	90% G ($10 min) 80% FB ($30 min) 70% NFB ($60 min)	90% G ($10 min) 80% FB ($30 min) 70% NFB ($60 min)
· Out of Network								
Retail	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered
Mail Order	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered	Not covered

[1] The base medical maximum benefit is $7,500 per coverage year. There also is a supplemental medical benefit of $45,000 (lifetime maximum)

[2] Including deductible

OMITTED FOR THIS RFSQ PROCESS



Subcontractors Form List

Does not apply

STATEMENT OF WORK

A. Public Works Contract Manager

Public Works Contract Manager will be identified at the time of contract award. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Facilities to be maintained are enumerated in Exhibit G and are located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. General Work Requirements

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.

2. Render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; pruning of trees and shrubs; control of weeds, vegetation disease, and pests; operation and repair of the irrigation systems, sprinkler heads, and risers; and maintenance of equipment. Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein and/or revised by Public Works in Exhibit G, Special Provisions. The specific frequencies per site identified in Exhibit E, Form PW-2, Schedule of Prices, shall govern the Contractor's completion of required operations.

3. Not work or perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.

4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations

and shall promptly comply with any request made by the Contract Manager.

5. During the hours and days of maintenance service as identified in this Exhibit's paragraph L, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.

6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.

7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.

8. Recognize that the general provisions set forth in this Exhibit A may be modified by special provisions (Exhibit G, Special Provisions) set forth in this Contract for the specified jobsite/facility.

D. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.

2. Closely monitored its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.

3. Ensure its crew leader(s) and operational staff as well as its supervisory and management staff, are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.

4. Ensure its executive, management, or supervisory staff provides ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, or inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.

5. Ensure its on-site supervisor has at least two years' supervising experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing Operations

The Contractor shall:

a. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

b. Mow the turf with a reel-type mower equipped with rollers or a rotary-type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.

c. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.

d. Perform mowing operations on a schedule that is acceptable to the Contract Manager.

e. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.

f. Complete mowing of turf and cleanup at each facility in one continuous operation.

2. Mowing Site Inspection and Reporting

The Contractor shall:

a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers. Glass bottles shall not be driven over or broken. Excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately replaced by the Contractor.

b. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

3. Edging Operations

The Contractor shall:

a. Keep all turf edges, including designed edges in flower beds, neatly edged, and all grass invasions eliminated.

b. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams in a neat and uniform line.

c. Complete all edging of turf and clean up in one continuous operation and in a manner that results in a well-defined, V-shaped edge that extends into the soil.

d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

e. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.

f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

4. Weed Removal Operations

The Contractor shall:

a. Keep all grasslike weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.

b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:

- Hand removal (mechanical)
- Cultivation
- Chemical Eradication
- Mulching

c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.

d. Remove all weeds from shrub beds, planters, and other cultivated areas.

e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.

f. Remove all dead weeds from the areas, after complete kill.

g. Inspect all walkways, beds, planters, landscapes, and spot treating weeds as necessary.

h. Maintain developed areas of a facility that have become denuded weed free.

i. Leave in a natural state designated areas of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

5. Litter Control Operations

The Contractor shall:

a. Police and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.

b. Complete policing, litter pick up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

c. Accomplish the complete removal, if a lake, pond, and/or stream are located on the jobsite(s)/facility(ies) of:

1) Floating debris and litter in the lake(s), pond(s), and/or stream(s).

2) Trash cans and any other large materials placed into lake(s), pond(s), and/or stream(s).

3) Submerged debris within ten feet of the incline of a lake(s), pond(s), and/or stream(s).

d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.

e. Place litter picked up on-site in trash bin(s) and not in trash containers.

f. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to ten feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams.

6. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf areas under trees, and placed in appropriate trash bin(s).

7. Shrub Pruning and Hedge Trimming Operations

The Contractor shall:

a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

b. Trim all designated formal plant materials to maintain formal hedges and topiary work.

c. Remove all dead shrubs.

d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.

e. Prune any runners that start to climb buildings, shrubs, or trees.

f. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.

g. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.

8. Groundcover Operations

The Contractor shall:

a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.

b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.

c. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.

d. Cultivate the open soil between plants where planting permits.

9. Sweeping Operations

The Contractor shall:

a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.

b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:

- Power pack blowers
- Vacuums
- Brooms
- Push power blowers

c. Be subject to local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Any schedule of such operations may be modified by Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.

e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

10. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

11. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section R, Use of Chemicals.

12. General Landscape Maintenance - Site Inspection and Reporting

The Contractor shall:

a. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.

b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

13. Chemical Edging Detailing Operations

The Contractor shall:

a. Use all chemicals in accordance with Section R, Use of Chemicals.

b. Employ precautionary measures when using chemicals as all areas will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.

c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.

d. Limit, where trees and shrubs occur in turf areas, all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid from damage.

e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.

f. Perform detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas in a manner that ensures operability, ease of location, and/or a clean appearance. A 6-inch barrier width shall be considered normal.

g. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.

h. Remove all dead weeds from the area, after complete kill.

14. Chemical Application - Site Inspection and Reporting

The Contractor shall:

a. Ensure, prior to proceeding with any chemical application, that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.

b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

15. Watering and Irrigation System Management

The Contractor shall:

a. Since water requirements by plant vary according to the season and a particular year, pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration.

All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

b. Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.

c. Regulate watering to avoid interference with any use of the roadways, pavements, walks, or areas designated for scheduled special events.

d. Set, in the areas where wind creates problems of spraying water onto private property or road right of ways, the controllers to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

e. Control the irrigation system in such a way as not to cause any excessively wet or "water-logged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and runoff drowning.

f. Water new turf (up through the sixth mowing) immediately after mowing. Well established turf shall not be watered for at least four hours after mowing.

g. Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to overwater in shady areas.

h. Be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with these Specifications and frequencies specified in Exhibit E, Form PW-2, Schedule of Prices.

i. Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and

inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

16. Irrigation System Maintenance and Repair

The Contractor shall:

a. Be responsible for maintenance of the irrigation system.

b. Inspect and report the status of the irrigation system the Contract Manager.

c. Adjust and clean sprinkler heads which may require the removal of the sprinkler head.

d. Repair or replace sprinkler heads having a 1/2-inch inlet at Contractor expense.

e. Repair/replace malfunctioning sprinkler heads within one watering cycle.

f. Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.

g. Provide replacements of all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear at Contractor's expense.

h. Provide replacements of all risers and swing joints due to normal wear at Contractor's expense.

i. Flush irrigation pipelines following repairs and replacements.

j. Recover and refasten removed valve box covers.

k. Confer with the Contract Manager regarding the need for replacement or relocation of inoperable sprinkler heads, including lateral pipes. As identified by the Contract Manager, the Contractor, at no additional cost, shall replace inoperable with operable sprinkler head(s) that are greater than a 1/2 inch and are supplied by Public Works.

l. Follow the repair or replacement of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.

m. Notify Contract Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment. Public Works will be responsible for the following components of the irrigation system: quick couplers, plumbing systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.

n. Replace all irrigation components provided by Public Works to the Contractor within 24 hours upon receiving the component from the Public Works.

o. Not be required to perform a complete piping replacement of the irrigation system. Public Works will be responsible for the repair or replacement of leaking main and lateral irrigation lines.

p. Complete replacement of irrigation components that are identified as the Contractor's responsibility within one watering cycle of determining damaged or inoperable irrigation component.

q. Replace the irrigation system with originally specified parts/equipment of the same size and quality. Prior to the installation, the Contract Manger may approve the Contractor's request to use substitutes parts/equipment.

17. Irrigation System Operability and Testing Operation

The Contractor shall:

a. In order to ensure the operability of the irrigation system, cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system include inspection of drip emitter, drip tubes, inspecting/clean and flush filters, etc., and report any damage or incorrect operation to the Contract Manager.

b. During the testing:

1) Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas, and private property.

2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.

3) Record and report all system malfunctions, damage, and obstructions to the Contract Manager and take corrective action.

4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.

c. In addition to regular testing, test and inspect all irrigation systems as necessary when damage is suspected, observed, or reported.

d. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Contract Manager.

18. Irrigation System Operability and Testing - Frequency

The Contractor shall:

a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads once per month or more frequently if problems/conditions indicate a need.

b. Inspect sprinkler heads and adjust and correct for coverage once per week.

c. Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads as needed.

d. Visually inspect the system's impact on the jobsite(s)/facility(ies) once per week.

e. Check valve boxes for safety and appropriate security once per week.

f. Flush irrigation pipeline after repair or replacement of irrigation components as needed.

g. If an automatic irrigation system or a portion of a system malfunctions, and is authorized by the Contract Manager, manually manipulate the system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Contract Manager may opt to pay the Contractor a supplement to continue the manual manipulation, or the Contract Manager may decide to terminate the supplemental irrigation.

h. Clean/flush all filters, e.g., filter for backflow device once a year. Filter for drip irrigation system, if applicable, twice a year.

19. Watering and Irrigation System Management - Site Inspection and Reporting

The Contractor shall:

a. Each time a jobsite/facility receives service, check the irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.

b. Ensure that all its crews and supervisors working or reviewing a jobsite/facility reports malfunctions, hazards, and emergencies immediately to the Contract Manager.

c. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

d. Ensure that all its crews and supervisors working or reviewing a jobsite/facility mitigate any observed hazards to the extent possible.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager for which the Contractor will be compensated in accordance with Exhibit E, Form PW-2, Schedule of Prices.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

a. Prune trees to maintain good tree health and structure, enhance the appearance and provide the proper vertical and horizontal clearances as follows:

1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.

2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.

3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of

inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.

4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).

5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.

6) Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.

7) Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.

8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.

b. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size as follows:

1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.

2) Under no circumstances shall hedge shears be used as a means of pruning.

3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.

5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.

7) Climbing spurs shall not be used.

8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.

c. Utilize the following pruning criteria:

1) Removal of weak, diseased, insect infested, and damaged limbs as recommended by a certified arborist.

2) Prune all trees for vertical and horizontal clearance. Such clearances are 7 feet for pedestrian areas and walkways, and 14 feet for vehicular roadways.

3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.

4) Thin all trees of smaller limbs to distribute the foliage evenly.

5) Trim and shape all trees to provide a symmetrical appearance typical of the species.

6) Cut all suckers and sprouts flush with the trunk or limb.

7) Stubs are not permitted.

d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.

e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.

f. Remove and dispose all trimming and debris off-site at the end of each day's work at Contractor's expense.

g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be

removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.

h. Not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.

i. Not trim palm trees during the bird nesting season of April 1 through June 30 unless otherwise approved by the Contract Manager.

j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Cultivating Operation

The Contractor shall:

a. Take care to avoid unnecessary or excessive injury to the turf grass.

b. Sweep or take the dislodged thatch from the turf areas and place in appropriate trash bin(s).

c. Use standard renovating or vertical mowing type equipment.

d. Vertically mow ad remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

e. Renovation-Turf

1) Renovate to the soil line and remove all excessive thatch in turf area.

2) After thatch is removed and upon completion of turf renovation, all turf areas shall be overseeded, have top dressing or seed covered, and watered.

3) Areas to be overseeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.

4) Mulch shall be spread evenly over the entire area to a uniform depth.

f. Cultivate all planted areas to encourage water penetration, fertilizer absorption, and gaseous exchange.

3. Turf Reseeding/Restoration of Bare Areas Operation

The Contractor shall

a. Overseed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

b. Seed these areas utilizing blends or mixtures at the rate of application by the Contract Manager.

c. Once each year in the fall, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate, or verticut, seed and top dress, or seed cover (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Contract Manager may require the use of sod when deemed necessary.

d. Be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

e. Over seed at a rate of five pounds per 1,000 square feet and reseeding of bare areas shall be sown at a rate of eight pounds per 1,000 square feet. The following seed specifications shall be used for all over seeding and reseeding:

Name	Prop	Purity	Germination
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control Operation

The Contractor shall:

a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including, but not limited to, trees, shrubs, groundcover, and turf.

b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.

c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control

shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5. Plant Materials Operation

The Contractor shall:

a. Provide plant materials that conform to the requirements of the landscape pan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

b. Be allowed substitutions, but only with prior written approval by the Contract Manager.

c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.

d. Provide the following level of quality:

1) Plants shall be sound; healthy; vigorous; free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.

2) All trees shall be measured 6 inches above the ground surface.

3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.

4) Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the Plant List.

5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

6. Fertilization – Operation

The Contractor shall:

a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.

b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

c. Not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.

d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.

e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Additional Work

1. The Contract Manager may authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification. Authorized additional work that results in unanticipated labor expenses shall be paid by Public Works as specified in Exhibit E, Form PW-2, Schedule of Prices.

2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and

materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

I. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:

   a. Irrigation system damage shall be repaired or replaced within one watering cycle.

   b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.

   c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.

   d. Trees

      1) Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist for recommendations for treatment or replacement.

      2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.

      3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.

e. Shrubs

1) Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming Operation" (see this Exhibit's paragraph E.7).

2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" of the Seasonal Specialty Task Specifications (see this Exhibit's paragraph F.5).

f. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

J. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish.

   During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.

3. Abate all complaints shall be abated to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract

Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

K. Safety

1. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

2. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon._The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

L. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service, Monday through Friday, shall be as follows:

   a. For the months of November through April, 7 a.m. to 3:30 p.m.

   b. For the months of May through October, 6 a.m. to 3:30 p.m.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

M. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.

2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.

3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.

4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:

   a. Fertilization;

   b. Turf renovation/reseeding;

   c. Micronutrients/soil amendments;

   d. Spraying of trees, shrubs, or turf;

   e. Aesthetic tree pruning; and

f. Other items so designated by the Contract Manager.

N. Contractor's Staff

The Contractor shall

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.

3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

The Public Works will pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the

Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

R. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.

3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

5. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.

6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.

7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

S. Specific Requirements

1. Locks and Keys

a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.

b. Contractor may provide chain and lock system, at Contractor's expense.

c. The Contractor shall:

1) Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.

2) Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.

3) Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost, as determined by the Contract Manager of rekeying the location or duplicating additional keys.

4) Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.

5) Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a $500 fine or both.

T. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all

landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

U. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

V. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.

3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.

4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.

5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next

regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.

6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:

   a. All the time limits and acts required to be done by both parties are of the essence of this Contract;

   b. The parties are both experienced in performance of this Contract work;

   c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated price;

   d. The parties are not under any compulsion to contract;

   e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Exhibit E, Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

W. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at http://www.dir.ca.gov/.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit $50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

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9SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work or Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.

2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.

2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).

3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.

6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

   a. The Contractor shall develop all publicity material in a professional manner.

b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including, but not limited to, defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor has materially breached this Contract; or

ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

iii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part pursuant to this subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

b. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. Notification

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in

this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time; provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

FF. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally

accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the Contractor to comply with any of the provisions of this Section FF shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection FF.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Budget Reduction

The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein

SECTION 3

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will not provide transportation to and from the jobsite, and will not provide travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and

d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personnel injury, death, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. The Contractor shall not be obligated to indemnify the County for the active negligence of the County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify the County and hold harmless includes all investigations and

proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

   a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

   b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 6

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 7

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 9

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B.1 under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

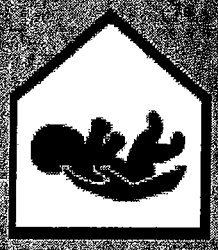
How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2005)

EXHIBIT D.1

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 5:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E-1

FORM PW-2

SCHEDULE OF PRICES

FOR

SAN GABRIEL MEDIANS

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following prices for the performance of the work as described in these Specifications. The Bidder shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment and supplies, except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below.

HUNTINGTON DRIVE MEDIANS:
HUNTINGTON DRIVE – SAN GABRIEL TO ARCADIA CITY LINE
GAINSBOROUGH DRIVE AT SUNNYSLOPE BOULEVARD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1.5	1.5	52	$31.50	$1,638.00
2.	All Management and Supervision	1.5	1.5	52	$31.50	$1,638.00
3.	Mowing	3	3	43	$63.00	$2,709.00
4.	Mechanical Edging					
	a. Turf Areas	1.5	1.5	43	$31.50	$1,354.50
	b. Groundcover	0.5	.5	12	$10.50	$126.00
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	12	$21.00	$252.00
	b. Bare Areas	1	1	12	$21.00	$252.00
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
6.	Litter Control	1	1	52	$21.00	$1,092.00
7.	Raking					
	a. Turf Under Trees	1.5	1.5	12	$31.50	$378.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	11	6	$440.00	$2,640.00
	b. Shrub Safety Clearance / Shrub Pruning	NA	NA	NA	$ NA	$ NA
	c. Hedge Shaping / Trimming	NA	NA	NA	$ NA	$ NA
	d. Groundcover Thinning/Turf Reseeding	1	1	1	$21.00	$21.00
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	12	$21.00	$252.00
10.	Aerification	1	1	1	$21.00	$21.00
11.	Rodent Control	NA	NA	As-Needed	$100.00	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$50.00	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	2	2	6	$42.00	$252.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	2	2	6	$42.00	$252.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 40.00 P/hr	$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 40.00 P/hr	$ NA

TOTAL ANNUAL COST - HUNTINGTON DRIVE MEDIANS	$ 14,831.50

MICHILLINDA MEDIANS:
CALIFORNIA STREET – MICHIGAN BOULEVARD TO MICHILLINDA AVENUE
MICHIGAN BOULEVARD – HUNTINGTON DRIVE TO LAURITA AVENUE
WOODWARD BOULEVARD – HUNTINGTON DRIVE TO OAKDALE AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1.5	1.5	52	$ 31.50	$ 1,638.00
2.	All Management and Supervision	1.5	1.5	52	$ 31.50	$ 1,638.00
3.	Mowing	2	2	43	$ 42.00	$ 1,806.00
4.	Mechanical Edging					
	a. Turf Areas	1	1	43	$ 21.00	$ 903.00
	b. Groundcover	1	1	12	$ 21.00	$ 252.00
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	12	$ 21.00	$ 252.00
	b. Bare Areas	1	1	12	$ 21.00	$ 252.00
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	1	1	52	$ 21.00	$ 1,092.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
7.	Raking					
	a. Turf Under Trees	1	1	12	$21.00	$252.00
	b. Planter Beds and Planters	NA	NA	NA	$ NA	$ NA
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	48	6	$1,920.00	$11,520.00
	b. Shrub Safety Clearance / Shrub Pruning	1	1	2	$ 21.00	$ 42.00
	c. Hedge Shaping / Trimming	1	1	2	$ 21.00	$ 42.00
	d. Groundcover Thinning/Turf Reseeding	NA	NA	NA	$ NA	$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	12	$ 21.00	$ 252.00
10.	Aerification	2	2	1	$ 42.00	$ 42.00
11.	Rodent Control	NA	NA	As-Needed	$ 100.00	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$ 50.00	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	1	1	6	$21.00	$ 126.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	6	$21.00	$ 126.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	1	1	52	$ 40.00	$ 2,080.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	1	1	52	$ 40.00	$ 2,080.00
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 40.00 P/HR	$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 40.00 P/HR	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$ 40.00 P/HR	$ NA

TOTAL ANNUAL COST - MICHILLINDA MEDIANS	$ 24,395.00

POTRERO GRANDE DRIVE MEDIANS:
SAN GABRIEL BOULEVARD TO ARROYO DRIVE
MOONEY DRIVE TO STEDDOM DRIVE (WEST SIDE SLOPE)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1.5	1.5	52	$31.50	$1,638.00
2.	All Management and Supervision	1.5	1.5	52	$31.50	$1,638.00
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	12	$21.00	$252.00
	b. Bare Areas	1	1	12	$21.00	$252.00
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	1	1	52	$21.00	$1,092.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	1	1	26	$21.00	$546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	8	6	$ 320.00	$ 1,920.00
	b. Shrub Safety Clearance / Shrub Pruning	1	1	2	$ 21.00	$ 42.00
	c. Hedge Shaping / Trimming	1	1	2	$ 21.00	$ 42.00
	d. Groundcover Thinning/Turf Reseeding	1	1	1	$ 21.00	$ 21.00
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	12	$ 21.00	$ 252.00
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	NA	$ NA	$ NA
12.	Color stamped concrete cleanup	NA	NA	NA	$ NA	$ NA

ITEM #	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	6	$ 21.00	$ 126.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	c. Inspect salt build-up and inject solutions for cleaning.	NA	NA	As-Needed	$ 40.00 P/hr	$ NA
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 40.00 P/hr	$ NA

TOTAL ANNUAL COST – POTRERO GRANDE DRIVE MEDIANS	$ 9,901.00

PARAMOUNT SLOPES AND MEDIANS FROM ARROYO DRIVE TO HILL DRIVE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1.5	1.5	52	$ 31.50	$ 1,638.00
2.	All Management and Supervision	1.5	1.5	52	$ 31.50	$ 1,638.00
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	1	1	26	$ 21.00	$ 546.00
	b. Bare Areas	1	1	12	$ 21.00	$ 252.00
	c. Undeveloped Areas	1	1	12	$ 21.00	$ 252.00
6.	Litter Control	1	1	52	$ 21.00	$ 1,092.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	1	1	26	$ 21.00	$ 546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	4	6	$160.00	$960.00
	b. Shrub Safety Clearance / Shrub Pruning	1	1	2	$21.00	$42.00
	c. Hedge Shaping / Trimming	1	1	2	$21.00	$42.00
	d. Groundcover Thinning/Turf Reseeding	1	1	1	$21.00	$21.00
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	12	$21.00	$252.00
10.	Aerification	1	1	1	$21.00	$21.00
11.	Rodent Control	NA	NA	As-Needed	$100.00	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$50.00	$ NA
13.	Replenish Mulch	1	1	2	$21.00	$42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	6	$ 21.00	$ 126.00
15.	Irrigation / Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 10.50	$ 546.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 10.50	$ 546.00
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$ 40.00 P/HR	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
15.	Irrigation / Watering – Automatic (continued)					
	c. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 40.00 P/hR	$ NA
	d. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 40.00 P/hR	$ NA
	e. Inspect excessively wet and dry areas	0.5	0.5	52	$ 20.00	$ 1,040.00
	f. Flush and inspect Y-filter at each RCV	0.5	0.5	6	$ 20.00	$ 120.00
	g. Flush and inspect Y-filter at backflow	1	1	1	$ 40.00	$ 40.00
	h. Reset rain sensor on controller	NA	NA	As-Needed	$ 40.00 P/hR	$ NA
	i. Flush each irrigations system (6 and every time any work is done on the irrigation system	1	1	6	$ 40.00	$ 240.00

TOTAL ANNUAL COST - PARAMOUNT SLOPES AND MEDIANS FROM ARROYO DRIVE TO HILL DRIVE	$ 10,002.00

WORKMAN MILL ROAD MEDIANS FROM COLEFORD AVENUE TO DON JULIAN DRIVE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1.5	1.5	52	$31.50	$1,638.00
2.	All Management and Supervision	1.5	1.5	52	$31.50	$1,638.00
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Beds, Planters, and Groundcover	1	1	26	$21.00	$546.00
	b. Walks, Hardscape, and Bare Areas	1	1	12	$21.00	$252.00
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	1	1	52	$21.00	$1,092.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	1	1	26	$21.00	$546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	8	6	$ 320.00	$ 1,920.00
	b. Shrub Safety Clearance / Shrub Pruning	1	1	2	$ 21.00	$ 42.00
	c. Hedge Shaping / Trimming	1	1	2	$ 21.00	$ 42.00
	d. Groundcover Thinning/Turf Reseeding	1	1	1	$ 21.00	$ 21.00
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	12	$ 21.00	$ 252.00
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	As-Needed	$ 100.00	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$ 50.00	$ NA
13.	Replenish Mulch	1	1	2	$ 21.00	$ 42.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	6	$ 21.00	$ 126.00
15.	Irrigation / Watering – Manual					
	j. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 10.50	$ 546.00
	k. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 10.50	$ 546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
15.	Irrigation / Watering – Manual (continued)					
	l. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$40.00 p/hr	$ NA
	m. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$40.00 p/hr	$ NA
	n. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$40.00 p/hr	$ NA
	o. Inspect excessively wet and dry areas	0.5	0.5	52	$20.00	$1,040.00
	p. Flush and inspect Y-filter at each RCV	0.5	0.5	6	$20.00	$120.00
	q. Flush and inspect Y-filter at backflow	1	1	1	$40.00	$40.00
	r. Reset rain sensor on controller	NA	NA	As-Needed	$40.00 p/hr	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
15.	Irrigation / Watering – Manual (continued) s. Flush each irrigations system (6 and every time any work is done on the irrigation system	1	1	6	$ 40.00	$ 240.00
16.	Plant Replacement / Installation (1 & 5 gals.)	NA	NA	As-Needed	1-gal - $10.00 $ 5-gal - $30.00	$ NA
TOTAL ANNUAL COST - WORKMAN MILL ROAD MEDIANS FROM COLEFORD AVENUE TO DON JULIAN DRIVE						$ 10,689.00

LIVE OAK AVENUE MEDIANS FROM 9TH STREET TO MAYFLOWER AVENUE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	1.5	1.5	52	$31.50	$1,638.00
2.	All Management and Supervision	1.5	1.5	52	$31.50	$1,638.00
3.	Mowing	NA	NA	NA	$ NA	$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	$ NA	$ NA
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	0.5	26	$21.00	$546.00
	b. Bare Areas	0.5	0.5	12	$21.00	$252.00
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	0.5	52	$21.00	$1,092.00
7.	Raking					
	a. Turf Under Trees	NA	NA	NA	$ NA	$ NA
	b. Planter Beds and Planters	0.5	0.5	26	$21.00	$546.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	8	6	$320.00	$1,920.00
	b. Shrub Safety Clearance / Shrub Pruning	1	1	2	$ 21.00	$ 42.00
	c. Hedge Shaping / Trimming	1	1	2	$ 21.00	$ 42.00
	d. Groundcover Thinning/Turf Reseeding	1	1	1	$ 21.00	$ 21.00
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	12	$ 21.00	$ 252.00
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	As-Needed	$ 100.00	$ NA
12.	Replenish Mulch	1	1	2	$ 21.00	$ 42.00
13.	Turf and Plant Fertilization	NA	NA	As-Needed	$ 50.00	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY PER YR	COST PER FREQUENCY	ANNUAL COST
14	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	NA	NA	NA	$ NA	$ NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	6	$ 21.00	$ 126.00
15	Irrigation / Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	c. Inspect salt build-up and inject solutions for cleaning	NA	NA	As-Needed	$ 40.00 p/hr	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
15.	Irrigation / Watering – Manual (continued)					
	d. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	NA	NA	As-Needed	$40.00 p/hr	$ NA
	e. Inspect excessively wet and dry areas	0.5	0.5	52	$20.00	$1,040.00
	f. Flush and inspect Y-filter at each RCV	0.5	0.5	6	$20.00	$120.00
	g. Flush and inspect Y-filter at backflow	1	1	1	$40.00	$40.00
	h. Reset rain sensor on controller	NA	NA	As-Needed	$40.00 p/hr	$ NA
	i. Flush each irrigation system (6 and every time any work is done on the irrigation system)	1	1	6	$40.00	$240.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
15.	Irrigation / Watering – Manual (continued) j. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 40.00 P/hR	$ NA
16.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	NA	NA	As-Needed	1 gal - $10.00 each $ 5 gal - $30.00 each	$ NA
TOTAL ANNUAL COST - LIVE OAK AVENUE MEDIANS FROM 9TH STREET TO MAYFLOWER AVENUE						$ 11,677.00

BALDWIN PARK OFFICE (RMD-1) LANDSCAPE AT 14747 EAST RAMONA BOULEVARD, BALDWIN PARK

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	2	2	52	$42.00	$2,184.00
2.	All Management and Supervision	2	2	52	$42.00	$2,184.00
3.	Mowing	1	1	52	$21.00	$1,092.00
4.	Mechanical Edging					
	a. Turf Areas	0.5	0.5	52	$10.50	$546.00
	b. Groundcover	NA	NA	NA	$ NA	$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	0.5	26	$10.50	$273.00
	b. Bare Areas	0.5	0.5	12	$10.50	$126.00
	c. Undeveloped Areas	NA	NA	NA	$ NA	$ NA
6.	Litter Control	0.5	0.5	52	$10.50	$546.00
7.	Raking					
	a. Turf Under Trees	0.5	0.5	52	$10.50	$546.00
	b. Planter Beds and Planters	0.5	0.5	26	$10.50	$273.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	1	25	6	$1,000.00	$6,000.00
	b. Shrub Safety Clearance / Shrub Pruning	1	1	3	$21.00	$63.00
	c. Hedge Shaping / Trimming	1	1	3	$21.00	$63.00
	d. Groundcover Thinning/Turf Reseeding	1	1	1	$21.00	$21.00
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	52	$21.00	$1,092.00
10.	Aerification	NA	NA	NA	$ NA	$ NA
11.	Rodent Control	NA	NA	As-Needed	$100.00	$ NA
12.	Turf and Plant Fertilization	NA	NA	As-Needed	$50.00	$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	1	1	3	$ 21.00	$ 63.00
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	1	1	3	$ 21.00	$ 63.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	Irrigation / Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	0.5	0.5	52	$ 20.00	$ 1,040.00
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	As-Needed	$ 40.00 p/hr	$ NA
	e. Flush Lateral Lines	NA	NA	As-Needed	$ 40.00 p/hr	$ NA

TOTAL ANNUAL COST - BALDWIN PARK OFFICE (RMD-1) LANDSCAPE AT 14747 EAST RAMONA BOULEVARD, BALDWIN PARK	$ 18,255.00

TOTAL COST SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
E.4	Huntington Drive and Medians	$ 14,831.50
E.8	Michillinda Medians	$ 24,395.00
E.12	Potrero Grande Drive Medians	$ 9,901.00
E.16	Paramount Slopes and Medians from Arroyo Drive to Hill Drive	$ 10,002.00
E.21	Workman Mill Road Medians from Coleford Avenue to Don Julian Drive	$ 10,689.00
E.26	Live Oak Medians from 9th Street to Mayflower Avenue	$ 11,677.00
E.30	Baldwin Park Office	$ 18,255.00
GRAND TOTAL		$ 99,750.50

LEGAL NAME OF PROPOSER: TruGreen LandCare A General Partnership

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL:

TITLE OF AUTHORIZED PERSON: Branch Manager

DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
July 3, 2006	774548	C61/D49 C27

PROPOSER'S ADDRESS: 1367 W. 9th St, Upland, CA 91786

PHONE	FAX	E-MAIL
(909) 920-4308	(909) 920-9377	

EXHIBIT F-1
FORM LW-8

SAMPLE COST METHODOLOGY FOR SAN GABRIEL VALLEY MEDIANS – LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

BIDDER: TruGreen LandCare

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY SUN	MON	TUE	WED	THU	FRI	SAT	HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
Supervisor			3	8	8			19	988	15.00	$ 14,820.
Laborer			3	8	8			19	988	9.46	$ 9346.50
Laborer			3	8	8			19	988	9.46	$ 9346.50
											$
											$
Tree Supervisor									170	22	$ 3740.
Tree Trimmer									170	18	$ 3060.
Tree Trimmer									170	18	$ 3060.
Tree Trimmer									170	18	$ 3060.
											$

Comments/Notes:

Tree Trimming to be done by separate arbor crews as needed through out the year. (680 total hours.

Total Annual Salaries	$ 46,433
(1) Vacations, Sick Leave, Holiday	$ 3634
(2) Health Insurance **	$ N/A
(3) Payroll Taxes & Workers' Compensation	$ 4389.
(4) Welfare and Pension	$ N/A
Total Annual Employee Benefits (1+2+3+4)	$ 8023
(5) Equipment Costs	$ 23292
(6) Service and Supply Costs	$ 3921
(7) General and Administrative Costs	$ 5382
(8) Profit	$ 12699.50
Total Annual Other Costs (5+6+7+8)	$ 45294.50
TOTAL ANNUAL PRICE	$99,750.50

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

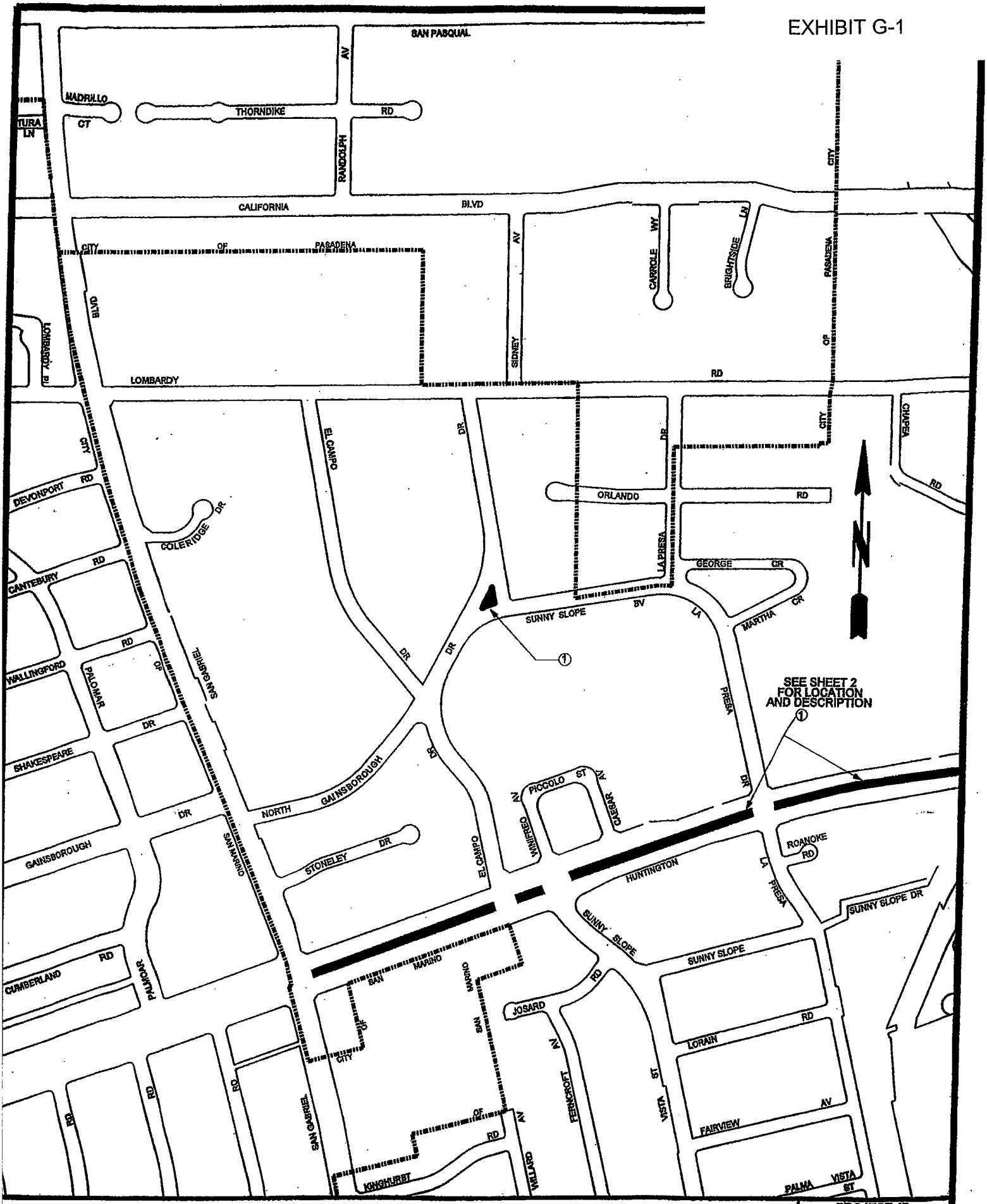
** Minimum cost for health insurance is $1.14/hour if hourly wage rate is between $8.32 and $9.46, unless exemption from Living Wage requirements has been granted by the County.

SAN GABRIEL VALLEY MEDIANS

EXHIBIT G-1

	LOCATION	LIMITS	DESCRIPTION	THOMAS GUIDE
①	HUNTINGTON DRIVE AND MEDIANS	HUNTINGTON DR. - SAN GABRIEL BL. TO ARCADIA CITY LINE	TREES AND GRASS	566-F7,G7,H6
		GAINSBOROUGH DR. AT SUNNY SLOPE BL.	BUSHES AND GROUND COVERS	566-F6
②	MICHILLINDA MEDIANS	CALIFORNIA ST. - MICHIGAN BL. TO MICHILLINDA AVE.	TREES AND GRASS	566-H6
		MICHIGAN BL. - HUNTINGTON DR. TO LAURITA AVE.	TREES AND GRASS	566-H6
		WOODWARD BL. - HUNTINGTON DR. TO OAKDALE AVE.	TREES AND GRASS	566-H5,H6
③	POTRERO GRANDE DRIVE MEDIANS	SAN GABRIEL BL. TO ARROYO DR.	TREES AND BUSHES	636-E4,F3
		WEST SIDE SLOPE: MOONEY DR. TO STEDDOM DR.	BUSHES AND GROUND COVER	636-E4
④	PARAMOUNT SLOPES AND MEDIANS	ARROYO DR. TO HILL DR.	PLANTS AND TREES	636-F4
⑤	WORKMAN MILL MEDIANS	COLEFORD AV TO DON JULIAN DR.	PLANTS, SHRUB AND TREES	637-G5
⑥	LIVE OAK AVENUE MEDIANS	9TH STREET TO MAYFLOWER AV.	PLANTS AND TREES	597-F2
⑦	BALDWIN PARK OFFICE (RMD-1)	14747 RAMONA BLVD BALDWIN PARK	TREES AND GRASS	598-D5

EXHIBIT G-1



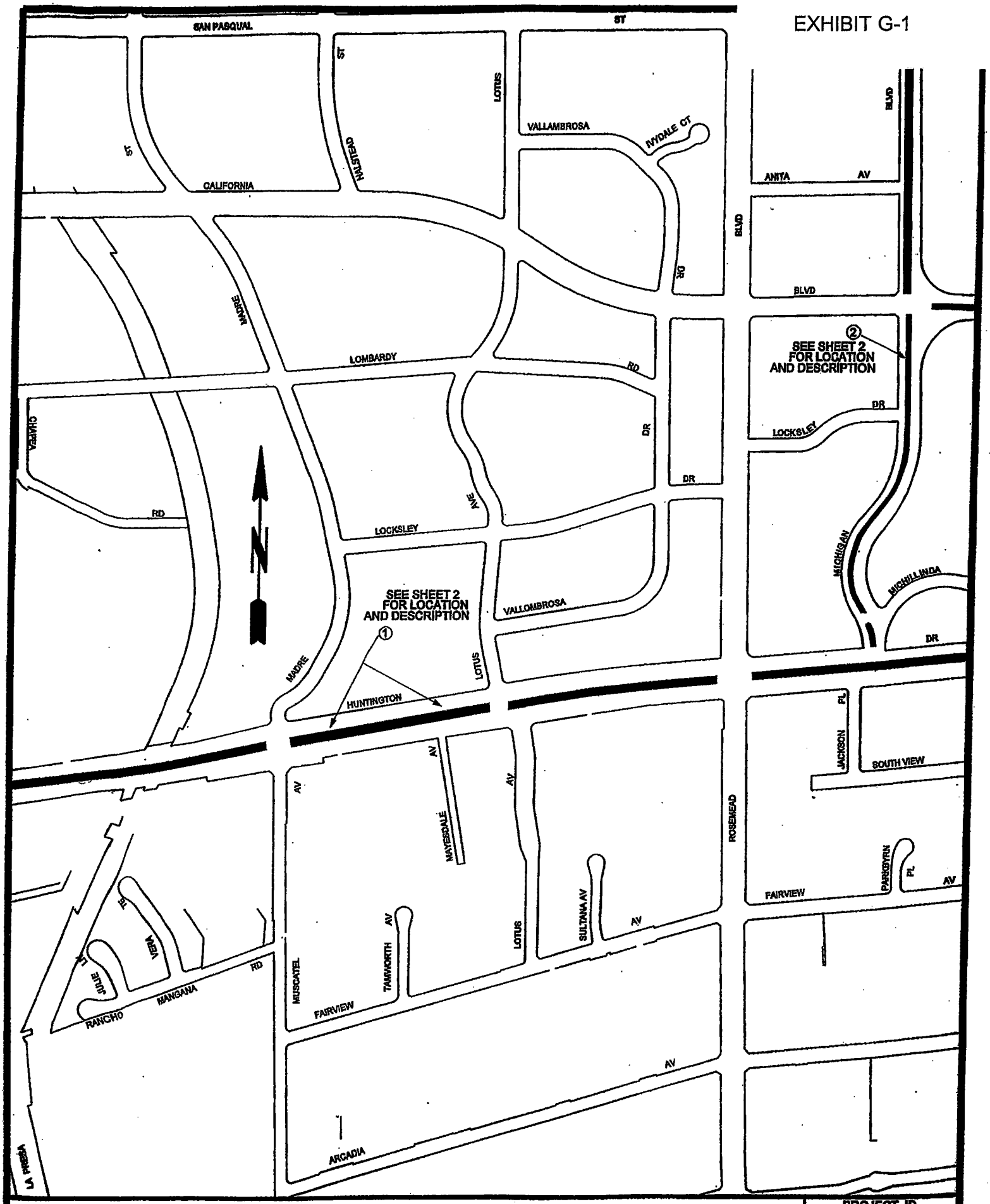
PROJECT NAME

G.2

PROJECT ID

PROJECT ENGINEER	C.E. NO.	T.G.	FILENAME	SCALE	SHEET
S. HOURANY	C 54213	566 F,G-6,7	RD519_MAP	1" = 500'	3 OF 10

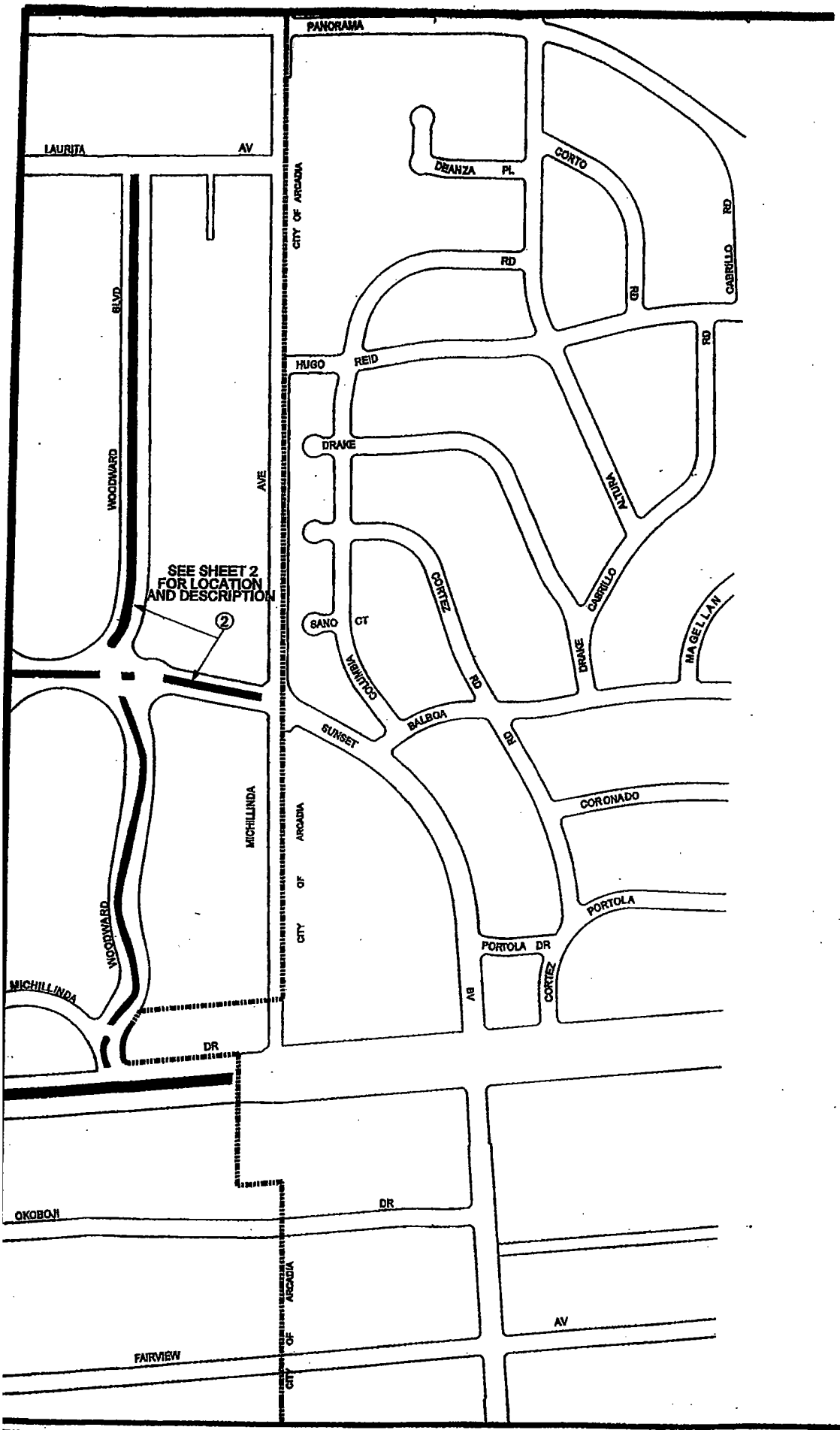
EXHIBIT G-1



G.3

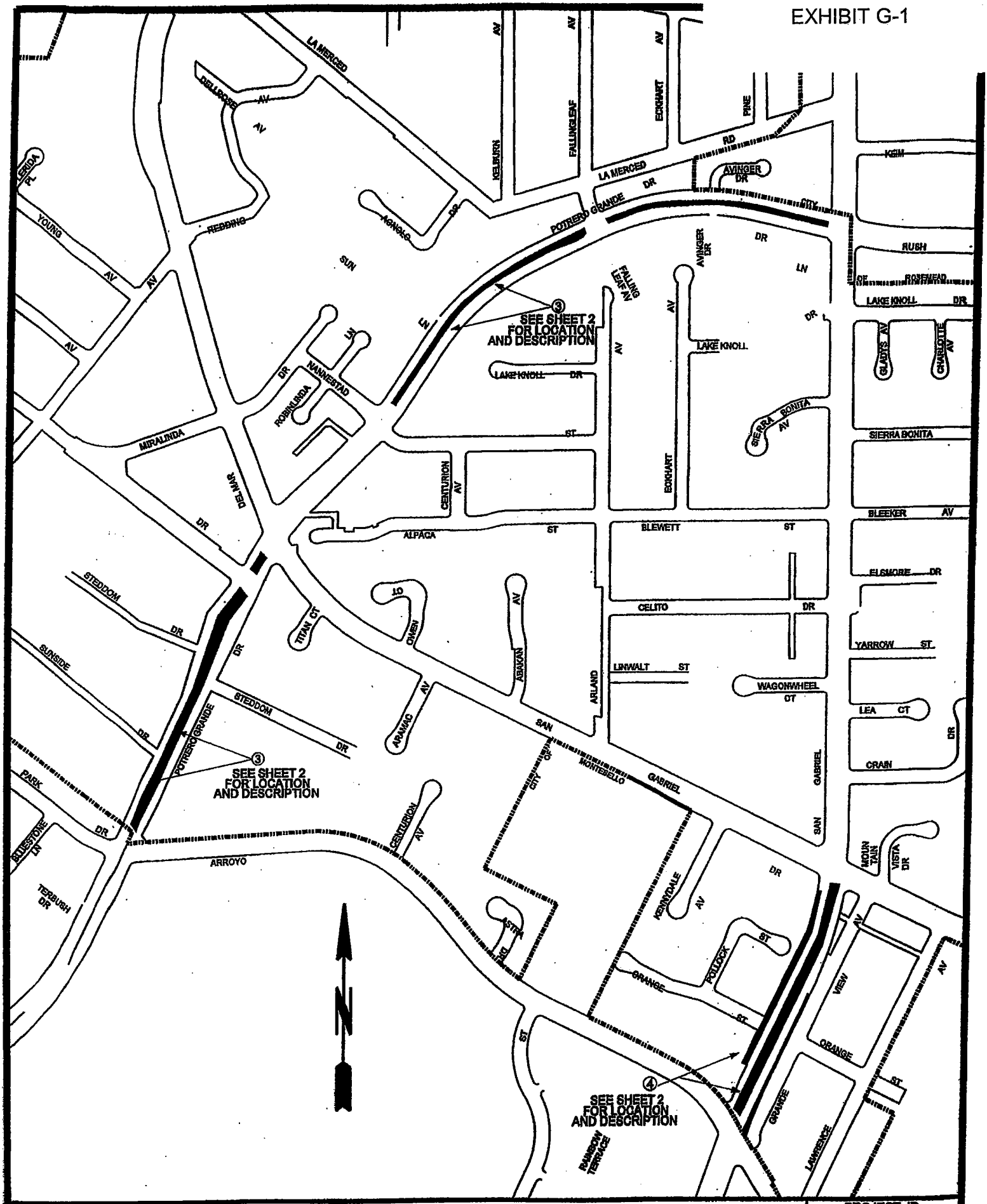
PROJECT NAME			PROJECT ID
PROJECT ENGINEER S. HOURANY C.E. NO. C 54213			
T.G. 586 G.H-6.7	FILENAME RD510.MAP	SCALE 1" = 800'	SHEET 4 OF 10

EXHIBIT G-1



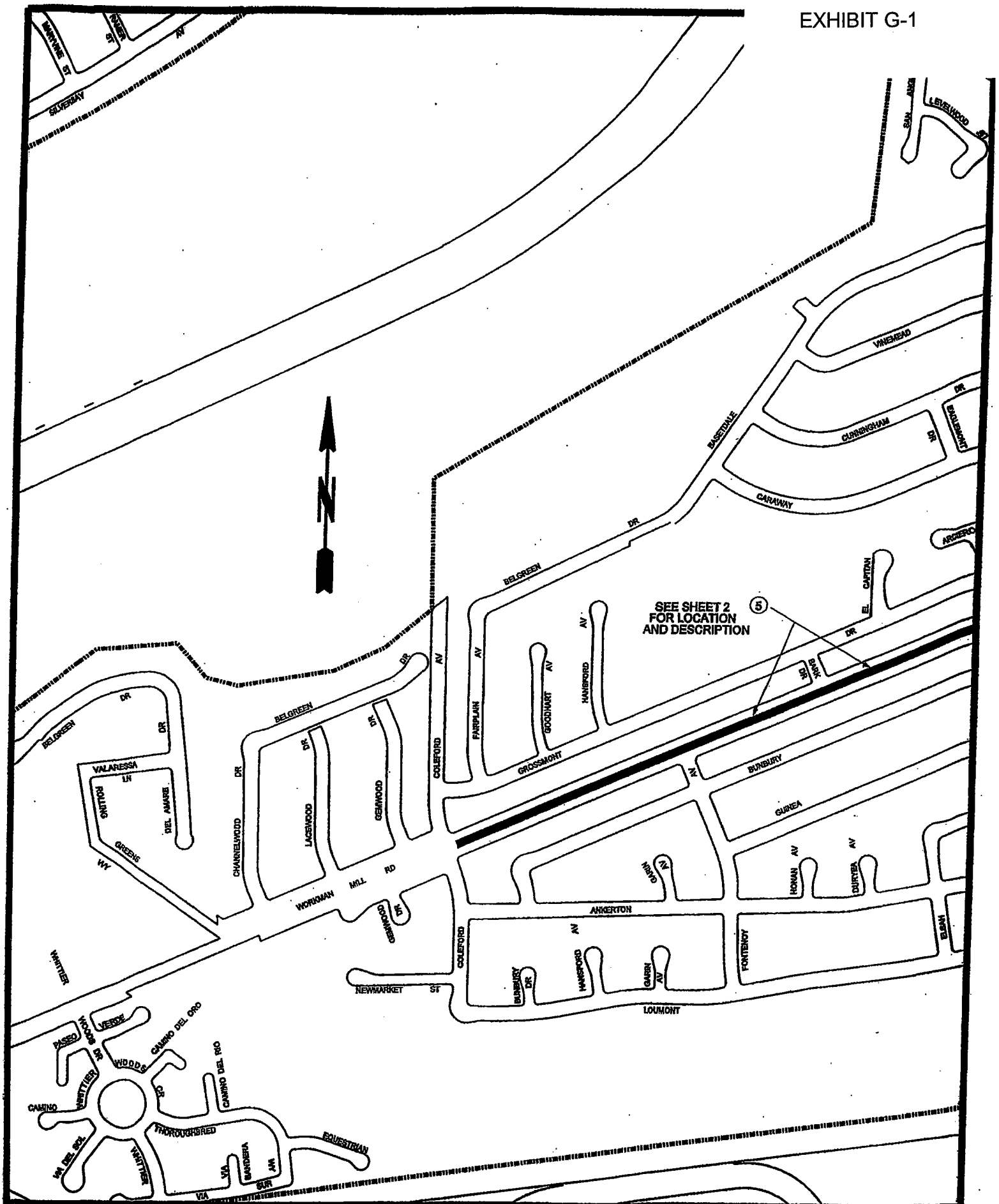
PROJECT NAME			PROJECT ID
PROJECT ENGINEER S. HOURANY C.E. NO. C 54213	T.G.	FILENAME / SCALE / SHEET	

EXHIBIT G-1



PROJECT NAME				PROJECT ID
PROJECT ENGINEER S. HOURANY	C.E. NO. C 54213	T.G. 636 E-4	FILENAME RD519 MAP	SCALE 1" = 500'	SHEET 6 OF 10

EXHIBIT G-1

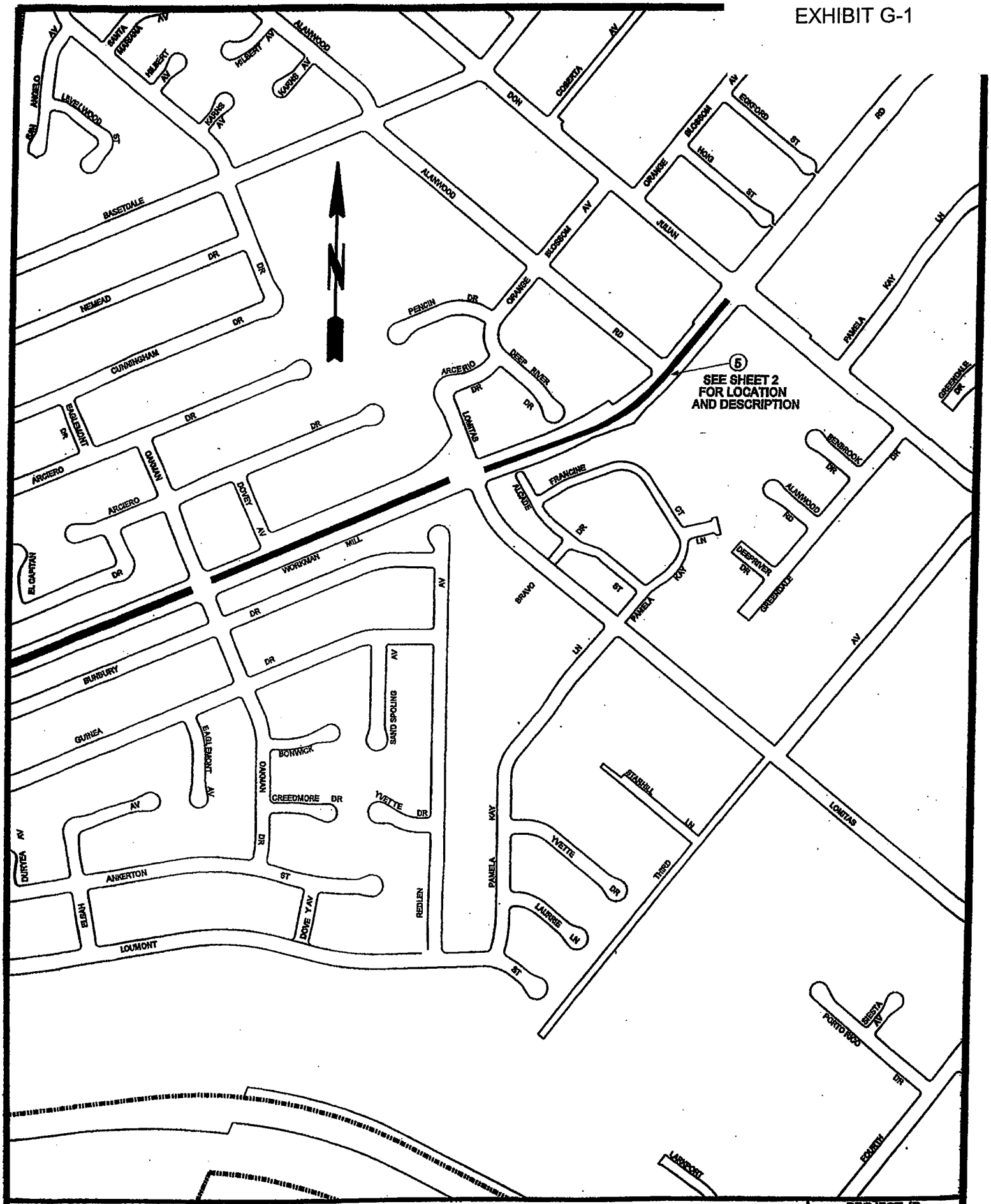


PROJECT NAME			PROJECT ID
PROJECT ENGINEER S. HOURANY C.E. NO. C 54219			

G.6

T.G.	FILENAME	SCALE	SHEET
637 F,G-4,5	RD116 MAP	1" = 500'	7 OF 10

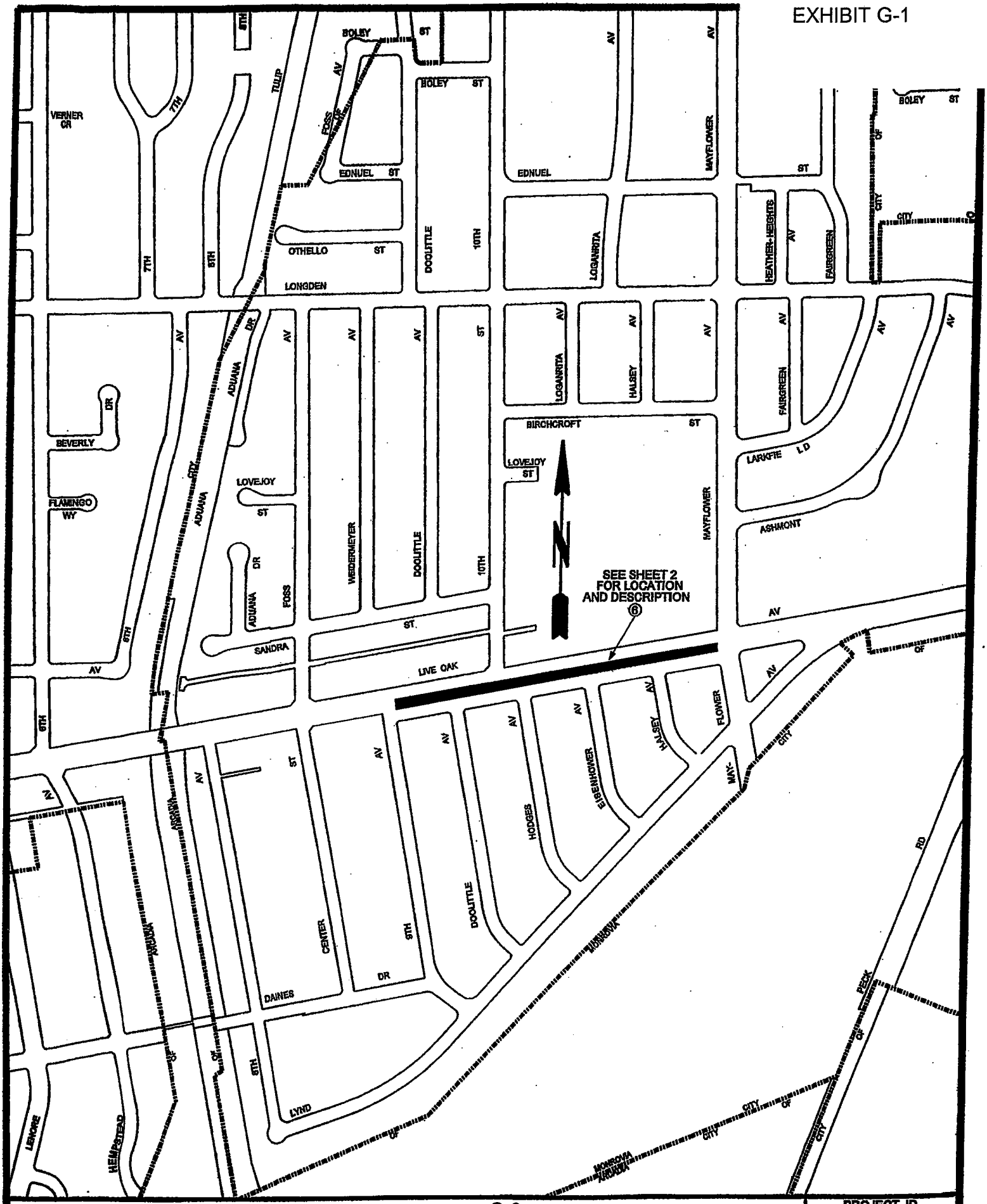
EXHIBIT G-1



G.7

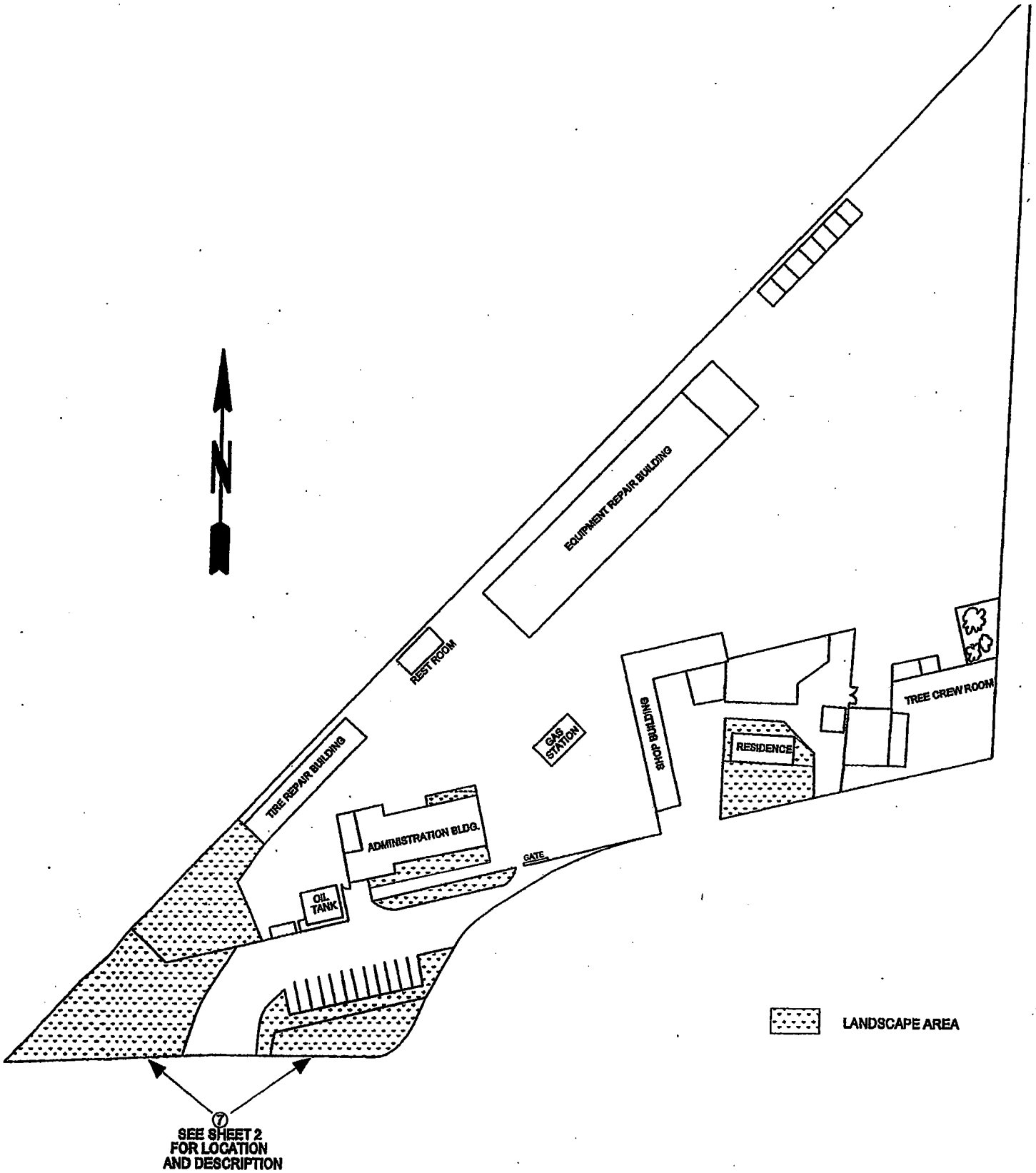
PROJECT NAME			PROJECT ID
PROJECT ENGINEER S. HOURANY C.E. NO. C 54213	T.G. 637 G,H-4,5	FILENAME	SCALE 1" = 600' / SHEET 8 OF 10

EXHIBIT G-1



PROJECT NAME			PROJECT ID
PROJECT ENGINEER S. HOURANY	C.E. NO. C 54213	T.G. 507 E-2	FILENAME PD510 MAP	SCALE 1" = 500'	SHEET 9 OF 10

EXHIBIT G-1



PROJECT NAME			PROJECT ID RMD1546037
PROJECT ENGINEER S. HOURANY C.E. NO. C 54213	T.G.	FILENAME	SCALE / SHEET

EXHIBIT H
FORM PW-11

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

Application of **Minimum Requirements**

Application of **Evaluation Criteria**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

_____

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Vendor:_____