COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

http://dpw.lacounty.gov

GAIL FARBER, Director

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

June 10, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
41 June 10, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

AWARD OF THREE CONTRACTS FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR MEDIANS IN THE UNINCORPORATED COUNTY AREAS OF SAN GABRIEL VALLEY, ROAD MAINTENANCE DISTRICT 3, AND EAST LOS ANGELES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award the contracts for Landscape and Grounds Maintenance Services for medians in San Gabriel Valley unincorporated County areas of Avocado Heights, Bassett, Monrovia, Pasadena, San Gabriel, and South San Gabriel; Road Maintenance District 3 unincorporated County areas of Ladera Heights, View Park/Windsor Hills, and West Carson; and East Los Angeles unincorporated County areas.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that these contracts work are categorically exempt from the provisions of the California Environmental Quality Act.

2. Find that these services can be more economically performed by an independent contractor than by County of Los Angeles employees.

3. Award a contract to TruGreen Landcare for Landscape and Grounds Maintenance Services for San Gabriel Valley medians in the annual sum of $148,976, and instruct the Chairman to execute the contract. This contract will commence on July 1, 2014, or upon the Board's approval, whichever occurs last, for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a potential maximum contract

sum of $819,368.

4. Award a contract to TruGreen Landcare for Landscape and Grounds Maintenance Services for Road Maintenance District 3 medians in the annual sum of $413,403, and instruct the Chairman to execute the contract. This contract will commence on July 1, 2014, or upon the Board's approval, whichever occurs last, for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a potential maximum contract sum of $2,273,717.

5. Award a contract to TruGreen Landcare for Landscape and Grounds Maintenance Services for East Los Angeles medians in the annual sum of $252,779, and instruct the Chairman to execute the contract. This contract will commence on July 1, 2014, or upon the Board's approval, whichever occurs last, for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a potential maximum contract sum of $1,390,285.

6. Authorize the Director of Public Works or her designee to increase these contracts amount up to an additional 10 percent of the contracts sum for the initial one-year term and to annually increase the contracts amount up to an additional 10 percent of the annual contracts sums for renewal option years for unforeseen, additional work within the scope of the contract, if required.

7. Authorize the Director of Public Works or her designee to renew these contracts for each additional renewal option if, in the opinion of the Director of Public Works or her designee, TruGreen Landcare has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide landscape and grounds maintenance services for San Gabriel Valley medians, Road Maintenance District 3 medians, and East Los Angeles medians in the unincorporated County areas. The work to be performed includes the maintenance of turf, ground cover, shrubs, and trees; routine application of fertilizers and chemicals; maintenance of irrigation systems; removal of litter from walkways and landscaped areas; and maintenance of low impact development systems. The Department of Public Works has contracted for these services since 1994.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum for landscape and grounds maintenance for the San Gabriel Valley

medians is $148,976 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor.

The annual contract sum for landscape and grounds maintenance for the Road Maintenance District 3 medians is $413,403 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor.

The annual contract sum for landscape and grounds maintenance for the East Los Angeles medians is $252,779 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor.

Funding for these services, including 10 percent additional funding for contingencies, is available in the First, Second, Third, Fourth, and Fifth Supervisorial District's Road Construction Program in the Road Fund Fiscal Year 2014-15 Budget. Funding for the renewal option years, including the 10 percent contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for Landscape and Grounds Maintenance Services for San Gabriel Valley medians, Road Maintenance District 3 medians, and East Los Angeles medians is TruGreen Landcare, located in Rosemead, California. The contracts will commence on July 1, 2014, or upon the Board's approval, whichever occurs last, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contracts for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.

These contracts have been executed by TruGreen Landcare and approved as to form by County Counsel (Enclosure A). These recommended contracts were solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on December 2, 2013, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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 the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full time employees the required minimum rates of $11.84 per hour without health benefits, or $9.64 per hour with health benefits of $2.20 per hour, as specified in the LWO adopted by the Board, and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow cost-of-living adjustments for any option years.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (h) of CEQA.

CONTRACTING PROCESS

On December 3, 2013, Public Works solicited proposals from 333 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On January 13, 2014, five proposals were received for Landscape and Grounds Maintenance Services for San Gabriel Valley and Road Maintenance District 3 medians, and four proposals were received for East Los Angeles medians. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Three proposals were disqualified in San Gabriel Valley medians, and two proposals were disqualified in Road Maintenance District 3 and East Los Angeles medians for not meeting the minimum requirements of the RFP. The remaining three proposals for San Gabriel Valley medians and two proposals for Road Maintenance District 3 and East Los Angeles medians met the minimum requirements and were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria detailed in the RFP, which included price, experience, work plan, financial resources, references, and demonstrated

controls over labor/payroll record keeping. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, lowest-cost, apparent responsive and responsible proposer.

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.

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

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

Gail Farber

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

ENCLOSURE A.1

BOARD EXECUTE

Agreement

78212

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

TRUGREEN LANDCARE

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR
SAN GABRIEL VALLEY MEDIANS (2013-PA014)

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AGREEMENT FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR SAN GABRIEL VALLEY MEDIANS

THIS AGREEMENT, made and entered into this 10th day of June, 2014, by and between the 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 California general partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 13, 2014, hereby agrees to provide services as described in this Contract for Landscape and Grounds Maintenance Services (2013-PA014).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F Performance Requirements Summary, Exhibit G, Service Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

78212

THIRD: 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 the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $148,976 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2014 or Board approval whichever occurs last. The COUNTY shall have the sole option to extend this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: 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.

NINTH: The CONTRACTOR shall not perform or accept work requests from the 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.

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

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, 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.

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THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract 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 Chairman 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 _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS

41 JUN 10 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

TRUGREEN LANDCARE

By _____
Its Managing Member

JOE ESPINOZA
Type or Print Name

P:\aspub\CONTRACT\Eric\Landscape\2013 Landscape SGV-RMD3-ELA Rebid\05 AWARD\SGV AGREEMENT COUNTY CHAIR EXECUTE 030311.doc

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 5, 2014 before me, Ann E. Meisser, Notary Public,
(Here insert name and title of the officer)

personally appeared Joe Espinoza,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANN E. MEISSER
COMM. # 1994064
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES NOV. 11, 2016

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Landscape
(Title or description of attached document)

San Gabriel medians
(Title or description of attached document continued)

Number of Pages 32 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- [x] Individual (s)
- [ ] Corporate Officer

(Title)

- [ ] Partner(s)
- [ ] Attorney-in-Fact
- [ ] Trustee(s)
- [ ] Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

SCOPE OF WORK
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
(2013-PA014)

A. Public Works Contract Manager

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 1, San Gabriel Valley Medians contract will be Mr. Pedro Pan, who may be contacted at (626) 337-1277, e-mail address: ppan@dpw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5 p.m.

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 3, Road Maintenance District 3 Medians contract will be Ms. Peggy Oki, who may be contacted at (310) 348-6448, e-mail address: poki@dpw.lacounty.gov, Monday through Thursday, 6 a.m. to 4:30 p.m.

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 4, East Los Angeles Medians contract will be Mr. Daniel Aka, who may be contacted at (562) 869-1176, e-mail address: daka@dpw.lacounty.gov, Monday through Thursday and alternate Friday, 7 a.m. to 4:30 p.m.

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 the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibits G.1 through G.3, Service Area Maps, provide a more detailed outline of each landscape and grounds maintenance service area and are located throughout the County of Los Angeles. The service area maps are provided in the following exhibits:

Exhibit G.1 – San Gabriel Valley Medians
Exhibit G.2 – Road Maintenance District 3 Medians
Exhibit G.3 – East Los Angeles Medians

The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. Hours and Days of Maintenance Services

1. The maintenance service shall be primarily performed, Monday through Friday, except County observed holidays, at which time the service shall be done before or after such holiday, 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.

Holidays Observed by the County of Los Angeles are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Work hours may be altered, when necessary, with the approval of the Contract Manager.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed days and hours of service.

D. Work Description

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 and in a professional manner. 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:

   a. Maintenance of turf, groundcover, shrubs, and trees.

   b. Pruning of trees and shrubs.

   c. Control of weeds, vegetation disease, pests, and rodents.

   d. Maintenance, operation, and repair of all irrigation systems, sprinkler heads, and risers.

   e. Renovation of turf and groundcover areas.

   f. Maintenance and repair of low impact development (LID) systems.

   Such activities shall be performed pursuant to these specifications

and to the frequencies established by Public Works, as set forth herein by Public Works in Form PW-2, Schedule of Prices, and shall govern the Contractors performance obligation for the specified area.

3. Not 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 Section C, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.

6. 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. Submit advanced weekly work schedules for all work to be performed the following week. See Section H, Maintenance Schedules.

8. Submit weekly maintenance inspection report to the Contract Manager at least once a month. See Section G, Maintenance Function Report and Form PW-2, Schedule of Prices.

9. 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.

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

Public Works reserves the right to determine if any work is or will be needed and/or requested under this Contract, at Public Works' sole and absolute discretion. The Contractor waives all claims against Public Works for any damages resulting from Public Works' failure to use the Contractor's services including, but not limited to, lost profit.

E. Management/Supervision

The Contractor shall:

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

2. This contract requires, but not limited, to the following personnel:

   a. Management and Administrative Support (owner, office staff, etc.)

   b. Field Supervisor

      1) The field supervisor shall closely monitor its crews to prevent and/or detect operational irregularities and noncompliance with contractual requirements. This person will be responsible for quality control.

      2) The field supervisor will maintain a report as described in Section G, Maintenance Function Report. The Report shall be submitted once a month at a minimum; however, the Contract Manager may request a copy of inspection report at any time.

      3) The field supervisor shall not be the same person as the working foreman described below.

   c. Landscaping Crew(s)

      1) A working foreman shall be part of the working crew. The working foreman will be in charge of the working crew.

      2) An adequate number of workers to ensure the work at each site are completed correctly and during the scheduled time.

3. The Contractor's executive, management, administrative, 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.

4. Ensure its executive, management, administrative, and supervisory staffs are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for each jobsite shall be kept by each operating crew.

5. Ensure its executive, management, administrative, and supervisory staffs provide ongoing observation and correction of operations to ensure compliance with these specifications. Public Works' deficiency notices, deductions, or inspections will not be utilized or viewed as a substitute for the Contractor's ongoing direction and management of its employees.

F. Ongoing General Maintenance Tasks

1. Mowing

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.

b. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Contractor's workers shall stop immediately once they notice mowing equipment is producing these unsightly conditions.

c. 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.

d. 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.

e. Perform mowing operations on a schedule (Dates, days, and or hours of scheduled work) that is acceptable to the Contract Manager.

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

g. During leaf drop periods (autumn through winter), when there is an abundance of fallen leaves, mowing leaves on turf areas is not permitted. Contractor shall rake and pick up leaves from turf before commencing mowing operations.

h. Glass bottles shall be picked up and not be driven over or broken.

i. Excessively wet turf areas shall not be driven across.

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

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

2. Mechanical Edging

The Contractor shall:

a. Trim all turf median edges with a lawn edge trimmer. The Contractor shall not use herbicide for this purpose.

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

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

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

e. Maintain the turf adjacent to sprinklers at the same height as the surrounding turf. The exception would be if the normal turf height prevents the sprinklers from working properly. In such a case, keep the turf edges trimmed low adjacent to sprinklers to provide optimum water coverage. Likewise, keep turf adjacent to valve boxes, meter boxes, backflow devices, and other equipment and obstacles at the same height as the surrounding turf.

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

g. Clear walkways, planting areas and curb and gutters immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

3. Weed Removal

The term "weed" applies to any vegetation that is obviously not a part of the planned landscaping (i.e., a single pine sapling growing in a planting area where mature Crape Myrtle trees are growing).

The Contractor shall:

a. Keep all grass like weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control. Control weed growth before weeds exceed six inches in spread and height.

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

c. Determine, in consultation with the 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 or mechanical removal
- Cultivation
- Chemical Eradication (Refer to Section S, Use of Chemicals)
- Mulching

d. Not perform chemical eradication without first receiving permission from the Contract Manager.

e. Maintain, in a weed-free condition, developed areas of a facility that have become denuded.

f. Leave in a natural state, designated areas by County 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.

4. Litter Control

The Contractor shall:

a. Inspect 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, erosion and other accumulated debris and undesirable materials.

b. Perform litter control operations along, but not limited to, turf, walkways, adjacent roadway gutters, service roads, between and around planted areas, steps, planters, drains, 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.

c. At sites with trash containers for the general public, remove all trash from containers at least once per week. Complete trash pickup before the end of the workday.

5. Raking

a. The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf and areas under trees.

b. During leaf drop periods (autumn through winter), when there is an abundance of fallen leaves, mowing leaves on turf areas is not permitted. Contractor shall rake and pick up leaves from turf before commencing mowing operations.

6. Shrub/Hedge/Tree Pruning and Trimming

The Contractor shall:

a. General

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

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

3) Remove all dead shrubs.

4) 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.

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

6) Remove all pruned and/or trimmed plant material from site the same day.

7) 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) Use only hedge trimmers to trim shrubs and hedges. Under no circumstances shall hedge shears or lawn edge trimmers be used as a means of pruning or trimming.

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

10) Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.

11) Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.

12) Remove and dispose of all trimming and debris off-site at the end of each day's work at Contractor's expense.

13) 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.

14) Do 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.

15) Do not trim palm trees during the bird nesting season of March 15 through August 31 unless otherwise approved by the Contract Manager.

16) Prune trees as seasonally proper according to a certified arborist and/or a certified horticulturist.

b. Trees - prune trees to maintain good tree health and structure to 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 a certified arborist and/or a certified horticulturist's 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. Tree 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) A certified arborist and/or a certified horticulturist shall conduct a site visit and provide a written report to the Contract Manager before and after any pruning of trees.

c. Shrubs - prune shrubs to encourage healthy growth habits and 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) 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.

3) 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.

4) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

5) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.

6) Climbing spurs shall not be used.

7) 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.

d. Pruning Criteria:

1) Removal of weak, diseased, insect infested and damaged limbs as recommended by a certified arborist and/or a certified horticulturist.

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.

7. Groundcover Maintenance

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.

e. Maintain and replenish mulch accordingly in order to maintain a minimum 3-inch layer at all times. Contractor shall submit a mulch sample to the Contract Manager, including the supplier information, prior to replenishing area with new mulch.

f. Inspect any signs of pests, e.g. ants, and fungus, e.g. mushrooms, on ground. Eradicate as necessary.

8. Dethatching

Dethatching operations shall not begin until the Contractor's equipment has been inspected and approved by the Contract Manager or designee.

The Contractor shall:

a. Before dethatching, mow turf to approximately half of the usual height.

b. Take care to avoid unnecessary or excessive injury to the turf grass.

c. Use standard power vertical mowing equipment designed for dethatching turf. For sections of the turf not accessible to a power vertical mower, a thatching rake shall be used.

d. Vertically mow and remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

e. Sweep or rake or take the dislodged thatch from the turf areas. Removal of all debris from this operation is at the cost of the Contractor.

f. 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 dethatching operation, all turf areas shall be over-seeded, covered with topsoil, and watered.

3) Areas to be over-seeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.

4) Clean topsoil shall be spread evenly over the entire area to a uniform depth.

9. Aerating

a. Aerating operations cannot begin until the Contractor's equipment has been inspected by the Contract Manager or designee.

b. 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.

10. Turf Reseeding/Restoration of Bare Areas

The Contractor shall:

a. Over-seed 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 approved by the Contract Manager.

c. Once each year in the fall, over-seed all turf areas after aeration and over-seed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerate, 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.

d. Use sod when deemed necessary by the Contract Manager. Contractor may be entitled to additional compensation for the cost of the sod only provided that the loss of turf was proven to be 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%

11. Turf and Plant Fertilization

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. Apply 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.

f. Recognize that fertilization requirements vary according to plant type and season.

12. Sweeping

The Contractor shall:

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

b. Clean walkways, steps, curbs and gutters, 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. Comply with 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 prior to 7 a.m., or later than 3:30 p.m. Any schedule of such operations may be modified by the Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

d. 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.

13. Disease/Insect/Rodent Control

The Contractor shall:

a. Maintain all areas free of disease, insects, and rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems.

b. Notify the Contract Manager immediately of any diseases, insects, rodent, or unusual conditions that might be developing.

c. Fumitoxin (Aluminum Phosphide) shall be used for the control of rodents and is subject to the provisions of Section S, Use of Chemicals.

d. Provide, 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.

14. Chemical Application

The Contractor shall:

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

b. Employ precautionary measures when using chemicals. Chemicals shall not be applied during windy days. Chemicals shall be applied in a manner to minimize drift.

c. Shall not use chemicals in lieu of edging operations on turf areas.

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

e. Shield trunks, stems, or foliage from the chemical application to avoid damaging them.

f. 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.

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

h. Inspect all walkways, beds, planters, landscapes, and spot treat weeds as necessary.

15. Watering and Irrigation System

a. General

The Contractor shall:

1) Recognize that water requirements vary according to plant type and season. Contractor shall 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 also 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.

2) Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and all the factors considered, 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.

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

4) For the areas where wind creates problems of spraying water onto private property or road right of ways, Contractor shall set the controllers to operate during time of day with lowest wind velocity, which would normally occur at night or early morning hours.

5) 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 turf. "In lawn" trees and other planting shall be protected from over watering and runoff drowning.

6) 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.

7) Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to over water in shady areas.

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

9) Know how to operate controllers and sensors, e.g. CALSENSE, Rainbird, and LEIT by DIG or controllers utilized at each project site.

10) Make certain that locations with manually operated irrigation systems are watered according to the schedule provided by the Contract Manager in order to keep turf/plants from drying out.

11) 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.

b. Maintenance and Repair

The Contractor shall:

1) Be responsible for maintenance of the irrigation system.

2) Inspect weekly and report the status of the irrigation system to the Contract Manager in accordance with the frequencies listed in Form PW-2, Schedule of Prices.

3) Be responsible for understanding the principle and the operation of the irrigation systems that are equipped with weather based automatic irrigation controllers. Contractor is responsible for checking the controller weekly to make sure it is functioning with weather base input as programmed.

4) Be responsible for the inspection and maintenance of

irrigation systems that are equipped with sensors, e.g. rain bucket, soil moisture sensors, weather stations, as stated Form PW-2, Schedule of Prices.

5) Be responsible for any repair and replacement of the following irrigation components from downstream of the backflow device to the heads, as needed: sprinkler heads, P.V.C. pipes, schedule 80 nipples, caps, plugs, elbows, couplings, risers, swing joints, quick couplers, plumbing systems , remote control valves, gate valves, automatic controllers, main and lateral irrigation lines, and all other appurtenant components. Any cost and labor associated with such repairs and replacement shall be the responsibility of the Contractor unless specifically stated as as-needed work on the PW-2.

6) Recover and refasten removed valve box covers. Damaged or missing valve box covers shall be immediately replaced by the Contractor.

7) Notify the Contract Manager regarding the need for replacement or relocation of any irrigation components or valve box covers. The Contractor will indicate the problem and location. Sprinkler heads shall be exempt from notification and should be replaced immediately.

8) Notify the Contract Manager if a controller cabinet is damaged or missing. Repair and/or replacement of damaged or missing controller cabinets may be requested by the Contract Manager. Any cost for repair or replacement will be reimbursed by Public Works.

9) Replace the irrigation system with originally specified parts/equipment of the same size and quality in kind. Prior to the installation, the Contract Manager may approve the Contractor's request to use substitute parts/equipment.

10) Complete repair and/or replacement of any irrigation components that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.

11) Flush irrigation pipelines following repairs and replacements.

12) Restore all landscaped areas to their original condition following maintenance or repair of the irrigation system that may have caused alterations.

c. Operability and Testing

The Contractor shall:

1) Cycle controller(s) through each station both manually and automatically. Check the function of all facets of the irrigation system, including inspection of drip emitters, drip tubes, inspecting/clean and flush filters, etc. Report any damage or incorrect operations to the Contract Manager.

2) During testing:

a) 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.

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

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

d) Replace or repair inoperable irrigation equipment.

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

4) 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.

d. Frequency

The Contractor shall:

1) If applicable, Contractor shall inspect automatic irrigation controller by opening the cover of the controller and check for any alerts and message on a weekly basis.

2) 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.

3) Inspect sprinkler heads and drip lines/emitters, and adjust and correct for coverage once per week.

4) Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads and drip lines/emitters as needed.

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

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

7) Flush irrigation pipeline after repair or replacement of irrigation components.

8) If an automatic irrigation system or a portion of a system malfunctions, the Contract Manager may require the Contractor to manually turn on/off the system for a period of 90 days without additional charge by the Contractor. 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.

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

e. Site Inspection and Reporting

The Contractor shall:

1) Each time a jobsite/facility receives service, check for irrigation system malfunctions and hazards. 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.

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

3) Immediately notify the Contract Manager if an operability check cannot be thoroughly completed within the designated time frame.

4) Ensure that all its crews and supervisors working or reviewing a Jobsite/facility appropriately mitigates any observed hazards included marking or otherwise preventing access by others to the extent possible and immediately report hazards to the Contract Manager verbally and in writing.

16. Low Impact Development (LID) Systems – Maintenance and Repair

a. Bioretention

The Contractor shall:

1) Inspect soil and repair eroded areas.

2) Inspect for erosion or damage to vegetation, preferably at the end of the wet season to schedule summer maintenance and before major fall ru noff to be sure the strips are ready for winter. However, additional inspection after periods of heavy runoff may be requested by the Contract Manager.

3) Inspect to ensure grass is well established. If not, notify the Contract Manager and upon approval of the Contract Manger either prepare soil and reseed or replace with alternative species. Install erosion control blanket.

4) Inspect for litter and debris, and areas of sediment accumulation.

5) Inspect health of trees and shrubs.

6) Water all new plants daily for two weeks.

7) Remove litter and debris.

8) Remove all accumulated sediment.

9) Notify Contract Manager of existence of all dead and diseased trees, shrubs, and other vegetation. Upon approval of the Contract Manager remove and replace dead and diseased vegetation.

10) Mow turf areas.

11) Repair erosion at inflow points.

12) Repair outflow structures.

13) Unclog underdrain structure.

14) Add mulch when needed. Mulch shall be replaced every two to three years or when bare spots appear. Remulch prior to the wet season.

15) Replace tree stakes and wires, unless support is no longer necessary.

16) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.A.

b. Infiltration Basin

The Contractor shall:

1) Inspect newly established vegetation at least once monthly for the first year to determine if any landscape maintenance (reseeding, irrigation, etc.) is necessary.

2) Inspect for the following issues: signs of wetness or damage to structures, erosion of the basin floor, dead or dying grass on the bottom, condition of riprap, drain time, media clogging, signs of petroleum hydrocarbon contamination, standing water, litter and debris, sediment accumulation, slope stability, pretreatment device condition.

3) Factors responsible for clogging should be repaired immediately.

4) Weed at least once monthly.

5) Stabilize eroded banks.

6) Repair undercut and eroded areas at inflow and outflow structures.

7) Maintain access to the basin for regular maintenance activities.

8) Mow as appropriate for vegetative cover species.

9) Monitor health of vegetation and replace as necessary.

10) Control mosquitoes as necessary. Notify Contract Manager of existence.

11) Remove litter and debris from infiltration basin area as required.

12) Mow and remove grass clippings, litter, and debris.

13) Trim vegetation at the beginning and end of the wet season to prevent establishment of woody vegetation and for aesthetic and vector reasons.

14) Replant eroded or barren spots to prevent erosion and accumulation of sediment.

15) Scrape bottom, remove and properly dispose all accumulated sediment.

16) Seed or sod to restore ground cover.

17) Disc or otherwise aerate bottom.

18) Dethatch basin bottom.

19) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.B.

c. Stormwater Bioretention Filtration Basin

The Contractor shall:

1) Ensure that the system is functioning properly.

2) Inspect after every major storm to ensure that the system is functioning properly.

3) Ensure that filter surface, inflow, and high flow bypass are clear of debris.

4) Check to ensure that the filter surface is not clogging.

5) Ensure that activities in the drainage area minimize oil/grease and sediment entry to the system.

6) Inspect for standing water, sediment, litter and debris, structural damage, and to identify potential problems.

7) Check to see that the filter bed is clean of sediments and the inflow chamber contains no less than 6 inches of clearance between the surface of the mulch/washed CAB layer and the bottom of the grates. Remove accumulated sediment when inflow chamber contains less than 6 inches of clearance.

8) Inspect grates.

9) Inspect inflow and high flow bypass to ensure good condition and no evidence of erosion.

10) Ensure that flow is not bypassing the facility.

11) Ensure that no noticeable odors are detected outside the inflow.

12) Remove litter and debris from the sedimentation chamber.

13) Prevent grass clippings from washing into the filter.

14) Remove litter and debris from inlet grates to maintain the inflow capacity of the media filter.

15) Upstream vegetation should be maintained as needed.

16) Notify the Contract Manager upon discovery of any missing or damaged structural parts.

17) Stabilize any eroded areas.

18) If facility drain time exceeds 48 hours, notify the Contract Manager and upon approval from the Contract Manager, remove and replace the top 3 inches of mulch/washed CAB and, if required, remove and replace the bottom 24 inches to 25 inches of sand/soil/concrete aggregate mix.

19) Inspect and evaluate the health of the tree or other vegetation planted within the unit and trim, pruning, or replace the vegetation as necessary. Notify the Contract Manager before removing and replacing any vegetation.

20) Inspect the mulch/washed CAB levels and if levels are below 8 inches from the bottom of the grate, contact the Contract Manager and upon approval of the Contract Manager, install additional mulch/washed CAB and ensure correct position of erosion control stones.

21) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.C.

d. Vegetated Buffer Strip

The Contractor shall:

1) Inspect buffer strip and repair all damage.

2) Inspect buffer strips after seeding and repair as needed.

3) Inspect soil and repair eroded areas.

4) Inspect for erosion or damage to vegetation, preferably at the end of the wet season to schedule summer maintenance and before major fall runoff to be sure the strips are ready for winter. Additional inspection after periods of heavy runoff may be requested by the Contract to be performed at the unit rates for All Site Inspection and Reporting per requirements in Form PW-2.

5) Inspect pea-gravel diaphragm/level spreader for clogging and effectiveness and remove built-up sediment.

6) Inspect for rolls and gullies. Immediately fill with topsoil, install erosion control blanket and seed or sod.

7) Inspect to ensure grass is well established. If not, notify the Contract Manager and upon approval of the Contract Manager either prepare soil and reseed or replace with alternative species. Install erosion control blanket.

8) Check for debris and litter, and areas of sediment accumulation.

9) Water all new plants daily for two weeks after planting.

10) Mow regularly to maintain vegetation height between 2 inches to 4 inches, and to promote thick, dense vegetative growth. Cut only when soil is dry to prevent tracking damage to vegetation, soil compaction and flow concentrations. Clippings are to be removed immediately after mowing.

11) Remove all litter, branches, rocks, or other debris. Damaged areas of the filter strip should be repaired immediately by reseeding and applying mulch.

12) Regularly maintain inlet flow spreader.

13) Irrigate continuously in order to maintain the vegetation.

14) Add mulch when needed. Mulch shall be replaced every two to three years or when bare spots appear. Remulch prior to the wet season.

15) Notify Contract Manager of existence of all dead and diseased trees, shrubs, and other vegetation. Upon approval of the Contract Manager remove and replace dead and diseased vegetation.

16) Remove sediment and replant in areas of buildup. Sediment accumulating near culverts and in channels should be removed when it builds up to 3 inches at any spot, or covers vegetation.

17) Rework or replant buffer strip if concentrated flow erodes a channel through the strip.

18) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.D.

a. Vegetated Swale

The Contractor shall:

1) Inspect after seeding and after all major storms for any damages.

2) Inspect for signs of erosion, damage to vegetation, channelization of flow, debris and litter, and areas of

sediment accumulation. Perform inspections at the beginning and end of the wet season. Additional inspections after periods of heavy runoff may be requested by the Contract Manager.

3) Inspect level spreader for clogging, grass alongside slopes for erosion and formation of rills or gullies, and sand/soil bed for erosion problems.

4) Mow grass to maintain a height of 3 inches to 4 inches, for safety aesthetic, or other purposes. Litter should always be removed prior to mowing. Clippings should be composted.

5) Irrigate swale during dry season (April through October) or when necessary to maintain the vegetation.

6) Provide weed control to control invasive species.

7) Remove litter, branches, rocks blockages, and other debris and dispose of properly.

8) Maintain inlet flow spreader (if applicable).

9) Repair any damaged areas within a channel identified during inspections. Erosion rills or gullies should be corrected as needed. Bare areas should be replanted as necessary.

10) Declog the pea gravel diaphragm, if necessary.

11) Correct erosion problems in the sand/soil bed of dry swales.

12) Upon approval of the Contract Manager, plant an alternative grass species if the original grass cover has not been successfully established. Reseed and apply mulch to damaged areas.

13) Remove all accumulated sediment that may obstruct flow through the swale. Sediment accumulating near culverts and in channels should be removed when it builds up to 3 inches at any spot, or covers vegetation, or once it has accumulated to 10 percent of the original design volume. Replace the grass areas damaged in the process.

14) Rototill or cultivate the surface of the sand/soil bed of dry swales if the swale does not draw down within 48 hours.

15) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair

operations. The required inspection and maintenance report is provided as Exhibit I.16.E.

b. All other LID Systems

The Contractor shall, at a minimum:

1) Perform a monthly inspection in order to evaluate the overall existing conditions, identify potential structural irregularities such as bank slumping, erosion, or other harmful conditions. All irregularities shall be reported to the Contract Manager immediately upon discovery.

2) Replant any bare vegetation patches where vegetation has been unsuccessful or removed.

3) Maintain ideal vegetation heights by mowing, pruning, and trimming operations.

4) Remove all litter and debris.

5) Remove all sediment build-up.

6) Remove all obstructions from curb drain openings.

17. Planting Operations

At the request of the Contract Manager, the Contractor shall:

a. Provide, as needed, all installation services of all plant materials (trees, shrubs, backfill, etc) as requested by the Contract Manager. The installation services shall include, but not be limited to, transportation/delivery of all planting materials and equipment to the jobsite and trained personnel to carry out the planting operations.

b. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plant material larger than those specified may be supplied if complying in all other respects.

c. Be allowed substitutions, but only with prior written approval by the Contract Manager.

d. 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.

e. 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 list of plants provided by the Contractor, 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 list of plants provided by the Contractor.

5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

f. 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.

G. Maintenance Function Report

The Contractor shall maintain and keep current a weekly report that records all maintenance functions. All periodic, seasonal, additional work and weekly maintenance functions can be recorded on the same report as these tasks are performed based on the frequency outlined in Form PW-2, Schedule of Prices.

Refer to Exhibit F, for an approved format of the Report. Contractor shall use the form as applicable to each job location and obtain Contract Manager's approval prior to the start of the maintenance. The report shall be submitted to the Contract Manager as outlined in Section D.8.

H. Maintenance Schedules

The Contractor shall:

1. Submit an upcoming weekly work schedule to the Contractor Manager.

    a. The upcoming week's schedule shall be emailed to the Contract Manager no later than Thursday of the current week.

    b. The weekly schedule shall include (but not limited to):

        1) Maintenance date and time for each location.

        2) Number of workers at each location.

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. Notify and obtain County approval for any design or change in landscape.

4. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "As-Needed" maintenance operation as set forth immediately below.

5. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "As-Needed" maintenance operations.

6. Be allowed to invoice for additional as-needed hours at the hourly rate quoted on Form PW-2 for items specifically labeled on From PW-2, Schedule of Prices, as "As-Needed" or other items so designated by the Contract Manager.

I. Additional Work/Locations

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 unforeseen incidents such as vandalism, acts of God, third-party negligence or any other unanticipated need. 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.

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.

4. Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the rates in PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work/location(s) may be added to the Contract by amendment or change order.

J. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations or resulting from the Contractor's negligence of scheduled maintenance, shall be repaired, replaced, or remedied at the Contractor's expense as follows:

   a. Irrigation system damage (including valve box covers and controller cabinets) 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 type of other plant material.

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 and/or a certified horticulturist 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.

e. Shrubs

1) Minor damage may be corrected by appropriate pruning as required in the "Shrub/Hedge/Tree Pruning and Trimming" (see this Exhibit's paragraph F.6).

2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" (see this Exhibit's paragraph F.16).

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.

K. Pass-Through Cost

County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service locations resulting from accident, storm, neglect or other causes that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs, the Contractor shall present the required scope of work to be performed and the cost to restore the landscape and/or irrigation to the original or improved state to the Contract Manager for consideration within 15 days of damage. The Contractor shall obtain Contract Manager's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

At any time during the performance of this Contract, the Contract Manager may request that the Contractor perform as-needed services in accordance with this Scope of Work and PW-2, Schedule of Prices. At the direction of Contract Manager, the Contractor shall provide a written estimate including labor, parts, and materials needed to perform the as needed work. The hourly labor/unit rates quoted in the estimate shall be in accordance with the hourly rates listed in the Form PW-2, Schedule of Prices, As-Needed Services. The County will reimburse the Contractor for the cost of parts and materials, provided Contractor has obtained Contract Manager's prior written approval of Contractor's written estimate. The Contractor shall submit an invoice with attached applicable receipts for a particular job without markups. The County reserves the right to purchase parts and materials directly to be given to the Contractor to perform the installation at the hourly rates listed in the Form PW-2, Schedule of Prices, As-Needed Services. Upon Contract Manager's negotiation and written approval, the Contractor shall perform the As-Needed Services.

L. 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 scanned and submitted via e-mail to the Contract Manager on a weekly basis.

3. Abate all complaints 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 Public Works may be deducted from the payments owed to the Contractor from Public Works.

M. Safety Requirements

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 Public Works, 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. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

3. 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.

4. It shall be the Contractor's responsibility to provide temporary traffic control (TTC) plans (including, but not limited to, detour plans) while working along roadways, along bike paths, or in the traveled way while moving equipment to and from the jobsite(s) as needed. The Contractor will provide all necessary items (e.g. signs, delineators, barricades, flashing arrow signs, flagpersons, etc.) to accomplish this task. All street closures, detours, lane closures, signs, lights and other TTC devices shall conform to the

California Manual on Uniform Traffic Control Devices (California MUTCD), http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd2012.htm,and the State of California Standard Plans, http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-UScustomary-units-new10.htm, unless otherwise directed by the Contract Manager.

Public Works will furnish any necessary "No Parking" sign(s) at no cost to the Contractor if such signs are warranted for the activities and operations of the Contractor. Signs shall be installed by the Contractor after approval for such by the Contract Manager. Signs shall be installed for each activity or operation, unless such activities or operations will occur within two working days of each other. Signs shall be posted a minimum of 48 hours in advance of the start of each "No Parking" restriction. It shall be the Contractor's responsibility to allow passage of public transit coaches through operation areas at all times. For the Metropolitan Transportation Authority (MTA), the Contractor shall notify the Stops and Zones Representative, (213) 972-7100, at least 48 hours prior to activities and operations at bus stop zones to allow the MTA to temporarily abandon and relocate bus stop zones within the activities and operations area.

The Contractor shall comply with all applicable State and County requirements for the closure or partial closure of streets. The Contractor shall provide flagpersons and watch persons as required to control traffic and advise the public of detours and operation hazards. The Contractor shall also be responsible for compliance with all applicable public safety requirements which may arise during maintenance operations.

Any action on the part of the Contract Manager in directing the Contractor's attention to any inadequacy of the required TTC devices and services or any action of Public Works to alleviate the Contractor's inadequacies shall not relieve the Contractor from its responsibility for public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide and maintain these devices and services and Public Works is required to alleviate said condition, the total charges of labor, equipment and materials, including overhead and transportation, accrued by Public Works for such work will be deducted from any monies due the Contractor.

The Contractor shall be responsible for maintaining TTC devices in their proper positions at all times. The Contractor shall replace, repair, or clean such devices whenever necessary in order to ensure and preserve their appearance and functionality.

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.

4. Maintain a certified arborist and/or a certified horticulturist's on staff 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

Public Works will pay for all utilities with the exception of the telephone. No electrical connections will be provided. However, water usage shall not exceed the 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. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

R. 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.

S. 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 State of California Qualified Applicator license. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Qualified Applicator license and Pest Control Business license 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. The Contractor shall consult and receive written permission from the Contract Manager prior to performing any chemical eradication.

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. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.

5. 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 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.

6. 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.

7. 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.

8. 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.

9. Contractor must register annually with each County Agricultural Commissioner in those areas they plan to do work.

10. Contractor must provide annual handler training.

11. Contractor must store the pesticides properly.

T. 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.

U. 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.

V. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope

of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. 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).

X. Responsibilities of the Contractor

1. Contractor shall account for all work required in this Exhibit A, Scope of Work, whether or not it is specified in Form PW-2, Schedule of Prices.

2. The Contractor or its managing employee shall have a minimum of three years of experience providing landscape maintenance services.

3. The Contractor's on-site supervising employee(s) shall have at least three years of experience supervising landscaping services.

4. The Contractor must maintain a valid and active State Contractor's Class C-27 (Landscaping Contractor) license.

5. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

6. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Qualified Applicator license.

7. Prior to performing any tree work, the Contractor and/or Subcontractor(s) shall provide a staff with a valid and active certified arborist and/or a certified horticulturist.

Y. Responsibilities of Public Works

Public Works will determine the need for, and provide, jobsite inspection.

Z. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for Public Works to direct the cessation of all work activities and operations at no cost to Public Works until such time as the Contractor is in compliance.

AA. 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 certain specified performance requirements, Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely 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 indemnification 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 the Contract:

a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.

b. The parties are both experienced in the performance of the Contract work.

c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of Public Works 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 the Contract work in accordance with the terms and conditions of the Contract at the Proposal 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 Public Works for the award of the Contract.

f. The liquidated sums specified represent a fair approximation of the damages incurred by Public Works 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 and deduct from monies due the Contractor, liquidated damages in the sum of $500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by Contract Manager.

8. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary to evaluate Contractor's performance and assess liquidated damages identified therein.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. 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.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of 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 includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. 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, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in 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.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a 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, Invitation for Bids, Request for Statement of Qualifications, 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 by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

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 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 Contractor and the Board or if delegated by the Board, the Director and Contractor. 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 Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of 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 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 County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, 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. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. 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. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that 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 Contractor with the poster to be used.

M. 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), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect 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 for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, 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 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all 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).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and

Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).

3. 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 applicable 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. 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. 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 Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While 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 Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of $500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. Notice of Delays

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 business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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).

CC. Notices

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 with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
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 Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if 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.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that 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 Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's 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 subparagraph 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 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 (5) 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 Los Angeles County, provided that if any such materials and information is located outside Los Angeles 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. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the Subcontractor.

   b. A draft copy of the proposed subcontract.

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. 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 Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice.

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.

c. The appointment of a bankruptcy Receiver or Trustee for Contractor.

d. The execution by Contractor of a general assignment for the benefits of creditors.

2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

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.

D. 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 Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

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. 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.

G. 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 or providing services.

H. Labor Law Compliance

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, including compliance with prevailing wage laws. The Contractor 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 and when applicable, is required to pay current prevailing wage rate s adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. 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 and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to 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 County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall 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.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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 Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), 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 Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers 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 Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County 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. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by 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 Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

   a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

   b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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 County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, 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 County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of 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 Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct 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 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 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 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 Contractor uses any Subcontractor to perform services for 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 Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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 County, and where 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.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of 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 County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of 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 County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 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 County under this Contract. If Contractor uses any Subcontractor to perform services for 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 and a copy of the Living Wage Program shall be attached to the subcontract. "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 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 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. 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. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to 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 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 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 Contractor pays the Employee any amount for that time or if California law requires 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 Contractor and 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 Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by 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 County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If 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 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), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, 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. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of 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 posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to 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, 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, 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 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 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 County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination/Suspension: 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, suspend or terminate this Contract.

2. 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, 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, 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. County may withhold said amount until Contractor has satisfied 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 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 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. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: 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, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, 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, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

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 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 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 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 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, suspend or terminate this Contract.

J. Contractor Standards

During the term of this 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 County, Contractor shall demonstrate to the satisfaction of 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.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than ten percent of the amount of this Contract.

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. 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. 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 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 County any difference between this Contract amount and what County's costs would have been if this 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 this Contract.

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 Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

PREVAILING WAGES

A. Prevailing Wages

The Director of the California Department of Industrial Relations has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in

connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of $250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

SECTION 14

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

B. 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 Disabled Veteran Business Enterprise.

C. 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 Disabled Veteran Business Enterprise.

D. If Contractor has obtained certification as a Disabled Veteran 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 Non-responsibility and Contractor Debarment).

E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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 2012 are less than $50,270 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, 2013.

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 from IRS.gov or by calling 1-800-829-3676.

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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of $800, he or she must file a 2012 tax return to get the $800 refund.

EXHIBIT D

Safely Surrendered *Baby Law*



Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT D

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

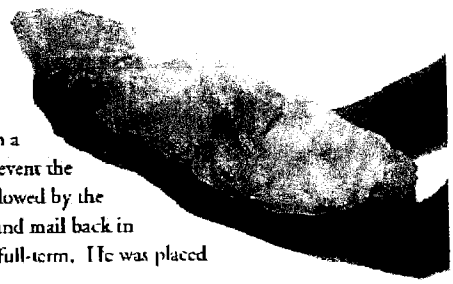
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT D

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT D

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

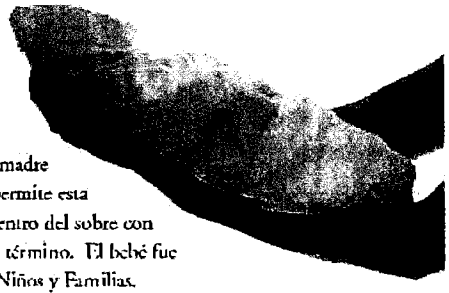
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT E

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. CONTRACT COMPLIANCE				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	☐Yes ☐No ☐N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost	☐Yes ☐No ☐N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	$50 per day per report that is late or not submitted	☐Yes ☐No ☐N/A	
2. Special Reports As Needed	Filed within time frame requested.	$50 per day per report that is late or not submitted	☐Yes ☐No ☐N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California	$100 per employee per day who is not certified as passing the background check	☐Yes ☐No ☐N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	Department of Justice to include State and local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.			
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	$50 per error resulting from lack of orientation	☐Yes ☐No ☐N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	$50 per occurrence	☐Yes ☐No ☐N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
5. Uniform	Uniforms worn by all day time employees on the job.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
6. Training program	Document training of each employee.	$250 per untrained employee	☐Yes ☐No ☐N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County	$50 per occurrence	☐Yes	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	in writing of any change in name or address of the Project Manager.		☐No ☐N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	$50 per complaint not responded to within the time frame outlined in the specifications	☐Yes ☐No ☐N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	$50 per occurrence	☐Yes ☐No ☐N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	$100 per occurrence	☐Yes ☐No ☐N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	$50 per occurrence plus suspension	☐Yes ☐No ☐N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	$200 per occurrence	☐Yes ☐No ☐N/A	
7. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager.	$100 per day for use of non English-speaking supervisor plus suspension	☐Yes ☐No ☐N/A	
E. CONTRACT ADMINISTRATION				

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PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	$200 per day; work/contract suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	$200 per occurrence	☐Yes ☐No ☐N/A	
3. Use of Subcontractor without Approval and/or Authorization	Obtain County's written approval prior to subcontracting any work.	$500 per occurrence plus suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	$200 per day; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
5. Assignment and Delegation	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 County.	$200 per day the County is not informed of this change; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	$500 per occurrence; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
F. SCOPE OF WORK				

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
1. ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
2. ALL MANAGEMENT AND SUPERVISION	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
3. MOWING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
4. MECHANICAL EDGING				
a. Turf Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Groundcover	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
5. WEED REMOVAL				
a. Walks, Beds, Planters, and Groundcover Hardscape	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Bare Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
c. Undeveloped Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
			☐N/A	
6. LITTER CONTROL	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
7. RAKING				
a. Turf Under Trees	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Planter Beds and Planters	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
8. SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a. Tree Safety Clearance / Tree Pruning	As required in the Scope of Work.	$200 per tree per occurrence	☐Yes ☐No ☐N/A	
b. Shrub Safety Clearance / Shrub Pruning	As required in the Scope of Work.	$100 per plant per occurrence	☐Yes ☐No ☐N/A	
c. Hedge Shaping / Trimming	As required in the Scope of Work.	$100 per plant per occurrence	☐Yes ☐No ☐N/A	
9. GROUNDCOVER MAINTENANCE	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
10. DETHATCHING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
11. AERATION	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
12. TURF RESEEDING/ RESTORATION OF BARE AREA	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
13. TURF AND PLANT FERTILIZATION	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
14. SWEEPING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
15. DISEASE/INSECT/RODENT CONTROL	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
16. CHEMICAL APPLICATION				
a. Turf - detailing general turf areas with systematic herbicides	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas,	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17. WATERING / IRRIGATION				
a. Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Reset rain sensor on controller	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
c. Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
d. Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
e. Valve Box Integrity - replace covers, check for safety and security, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
f. Manual Watering of	As required in the Scope of Work.	$100 per occurrence	☐Yes	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
Shrubs and Turf, more often if necessary			☐No ☐N/A	
g. Inspect salt buildup and inject solution for cleaning	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
h. Flush and inspect Y-filter at each RCV	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
i. Flush and inspect Y-filter at each backflow	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
j. Flush each irrigations system (Every time any work is done on the irrigation system)	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
18. LOW IMPACT DEVELOPMENT (LID) MAINTENANCE	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
19. PLANTING OPERATIONS	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	

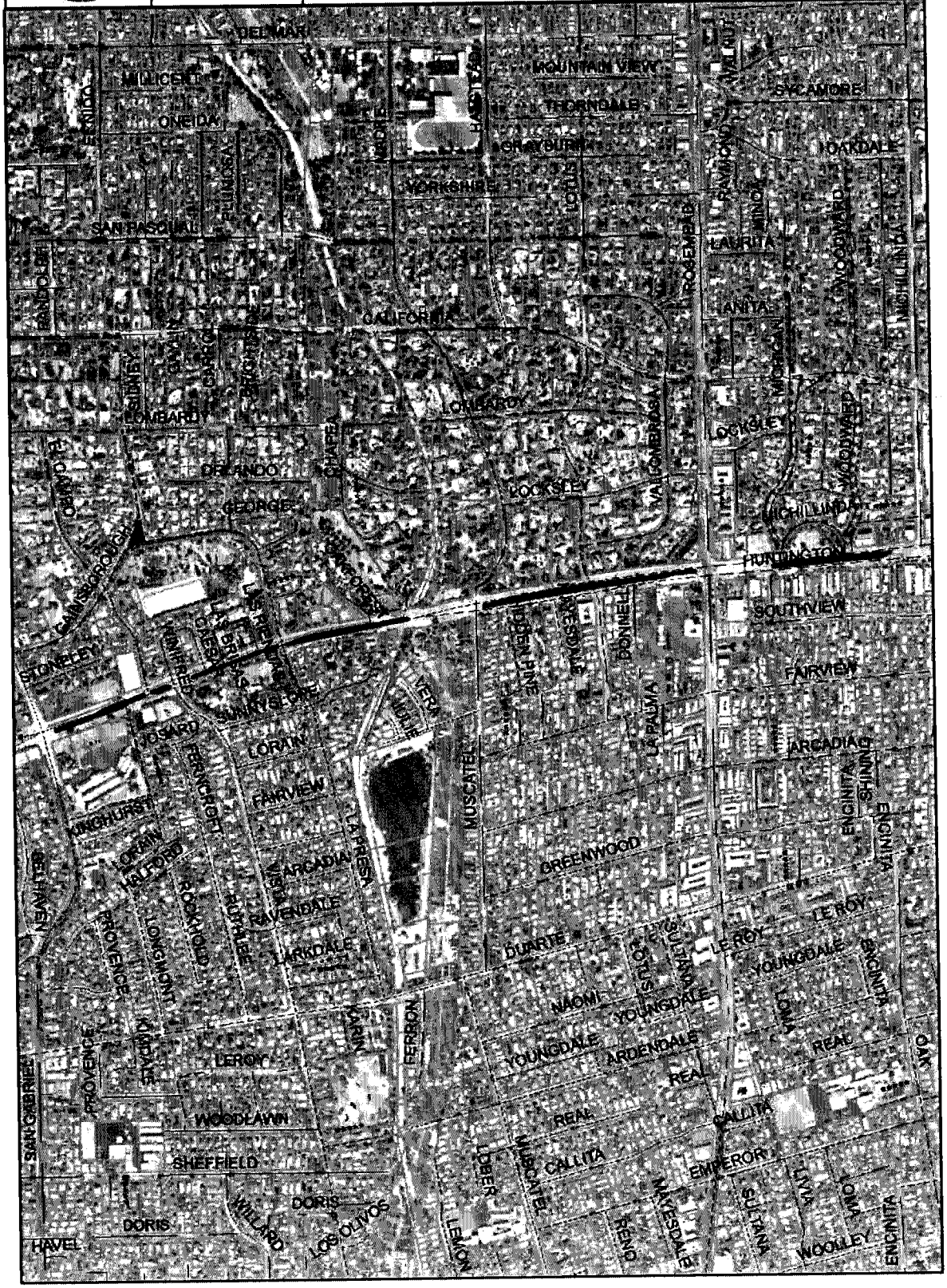
*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SERVICE AREA MAPS

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR SAN GABRIEL VALLEY MEDIANS

	Location and Limits	Thomas Guide Page No.
1.	Huntington Drive - San Gabriel Boulevard to Michillinda Avenue	566-F7, G7
2.	Michillinda Avenue - California Street, Michigan Boulevard, and Woodward Boulevard	566-H6
3.	Potrero Grande Drive - San Gabriel Boulevard to Arroyo Drive	636-E4
4.	Paramount Boulevard - Arroyo Drive to Hill Drive	636-F4
5.	Workman Mill Road. - Rolling Greens Way to Don Julian Drive	637-G5
6.	Live Oak Avenue - 9th Street to Mayflower Avenue	597-F2
7.	Baldwin Park Office (MD-1)	598-D5
8.	7th Avenie - Palm Avenue to Los Robles Avenue	677-J1
9.	Gale Avenue Parkway - 7th Avenue to Kinbrae Avenue	677-J1
10.	Rosemead Boulevard - 210 Freeway to Temple City Boundary	566-H4-H7
11.	Colorado Boulevard - Rosemead Boulevard to Michillinda Avenue	566-H4

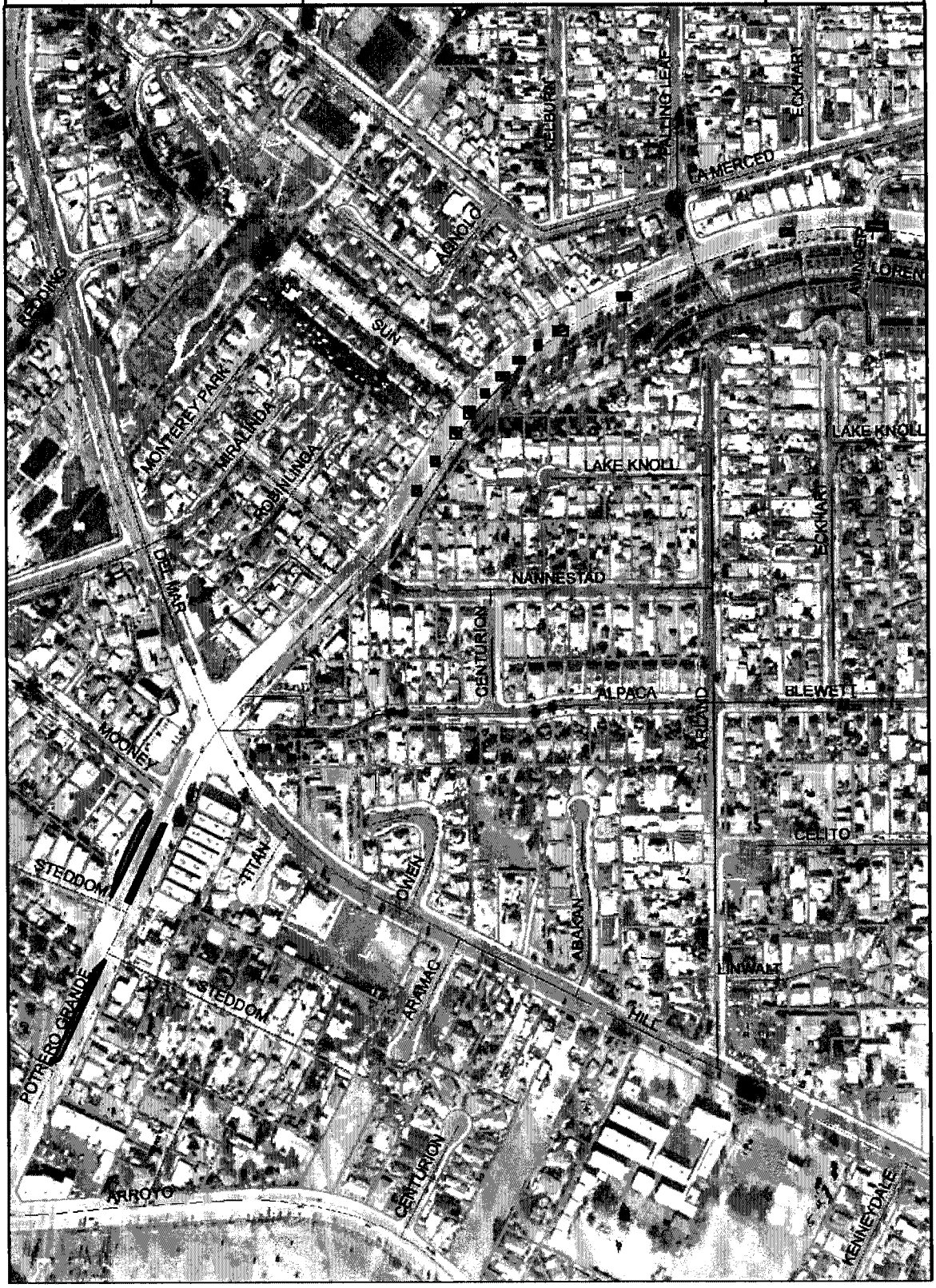
	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
CONTRACT	MEDIANS DISTRICT 1 & 5 SAN GABRIEL VALLEY	
LOCATION	HUNTINGTON DR - SAN GABRIEL BLVD/MILCHILINDA AVE	T.G. 566-F6,F7,G7,H6



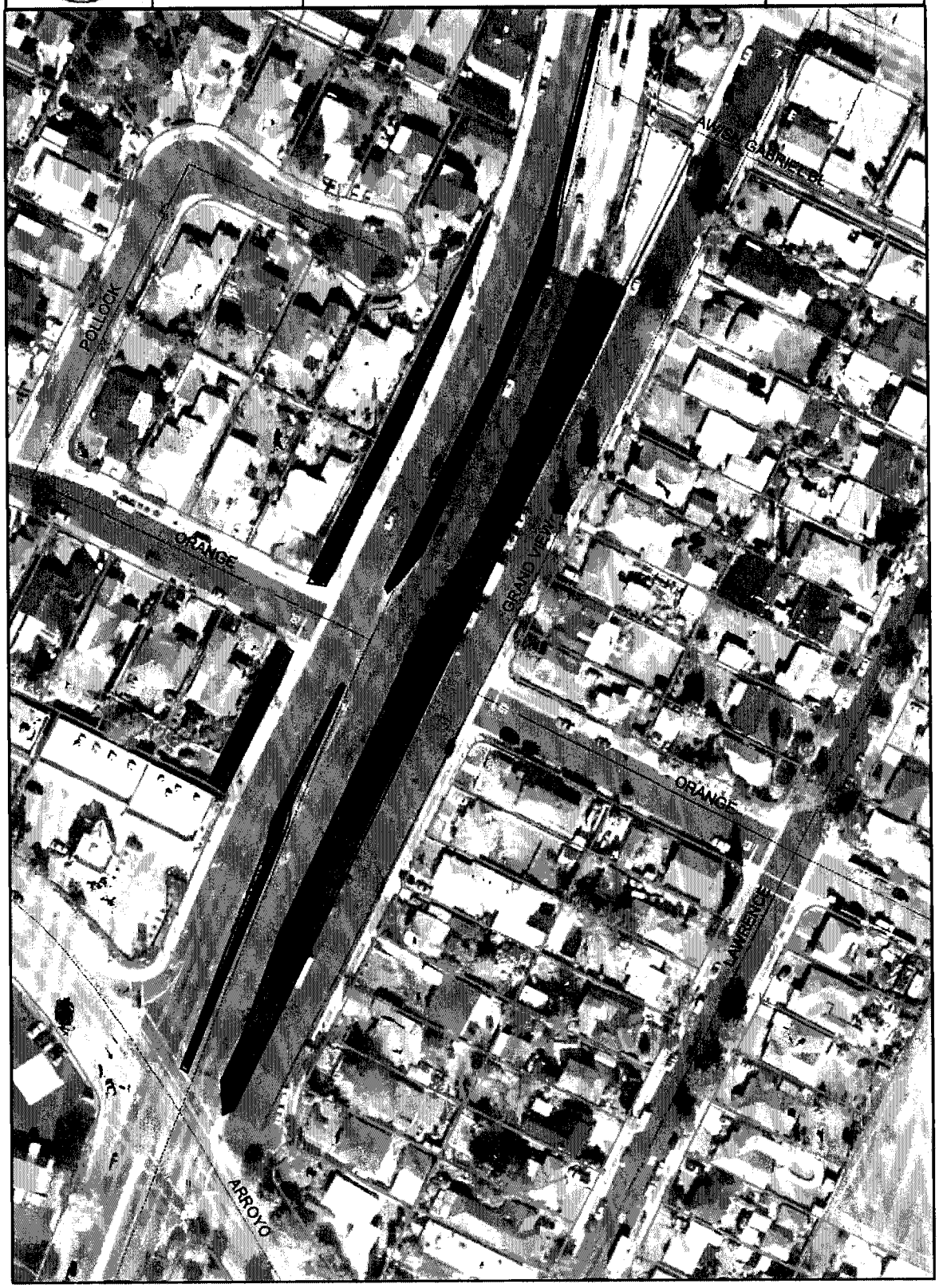
PUBLIC WORKS	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
	CONTRACT: MEDIANS DISTRICT 1 & 5 SAN GABRIEL VALLEY	
	LOCATION: MICHILLINDA MEDIANS	T.G. 566-H5,H6



	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
CONTRACT	MEDIANS DISTRICT 1 & 5 SAN GABRIEL VALLEY	
LOCATION	POTRERO GRANDE DR - SAN GABRIEL/ARROYO	T.G. 636-E4, F3



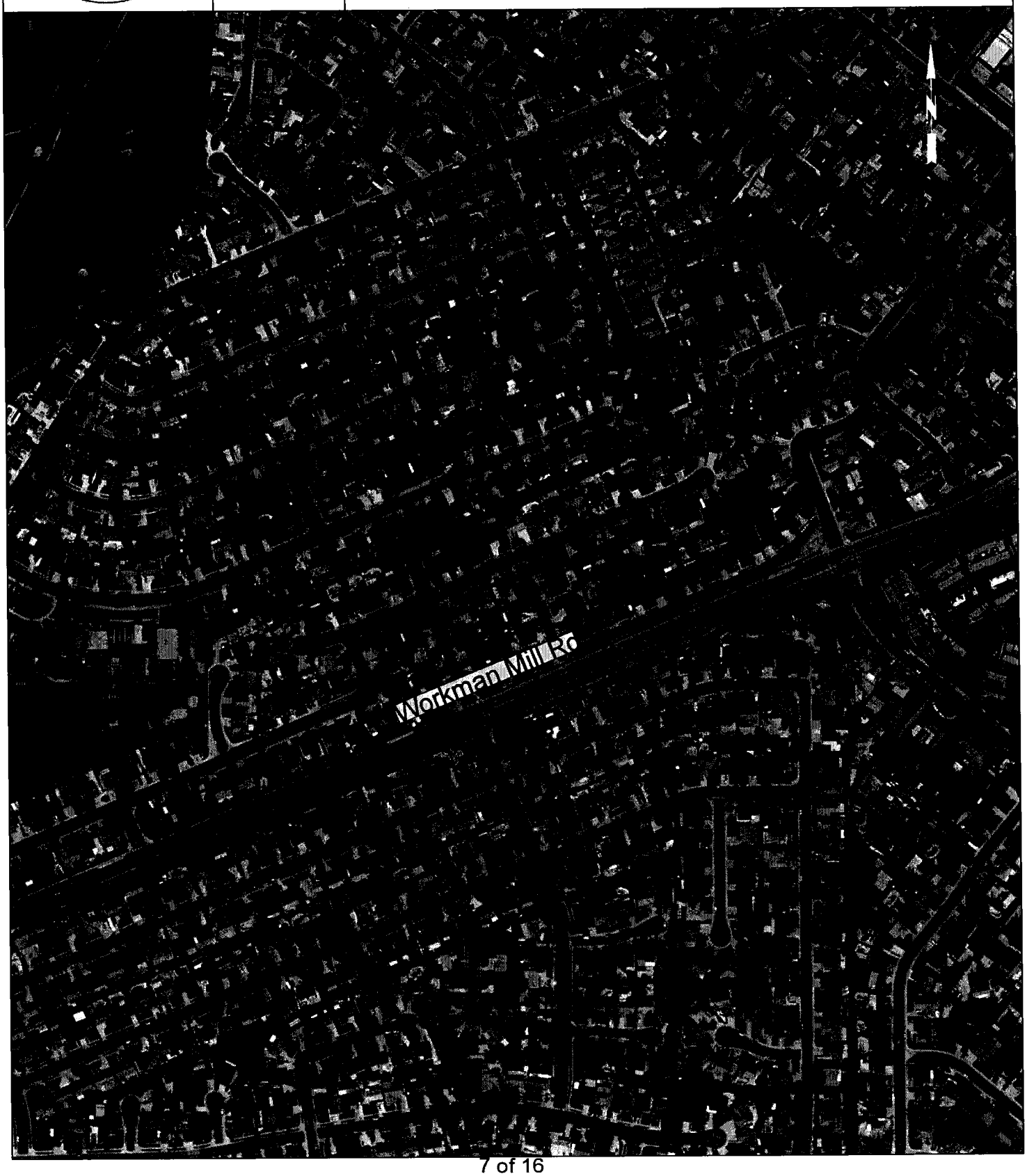
PUBLIC WORKS	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
	CONTRACT: MEDIANS DISTRICT 1 & 5 SAN GABRIEL VALLEY	
	LOCATION: PARAMOUNT BLVD - ARROYO DR TO HILL DR	T.G. 636-F4



	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	PAGE: 1 OF 3
CONTRACT	SAN GABRIEL VALLEY MEDIANS	
LOCATION	WORKMAN MILL RD - ROLLING GREENS WY TO PROCTOR AV TG: 637-G5	



	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	PAGE:
	ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	2 OF 3
CONTRACT	SAN GABRIEL VALLEY MEDIANS	
LOCATION	WORKMAN MILL RD - ROLLING GREENS WY TO PROCTOR AV TG: 637-G5	



	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	PAGE: 3 OF 3
CONTRACT	SAN GABRIEL VALLEY MEDIANS	
LOCATION	WORKMAN MILL RD - ROLLING GREENS WY TO PROCTOR AV TG: 637-G5	



PUBLIC WORKS	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
	CONTRACT: MEDIANS DISTRICT 1 & 5 SAN GABRIEL VALLEY	
	LOCATION: LIVE OAK AVE - 9TH ST/MAYFLOWER AVE	T.G. 597-F2



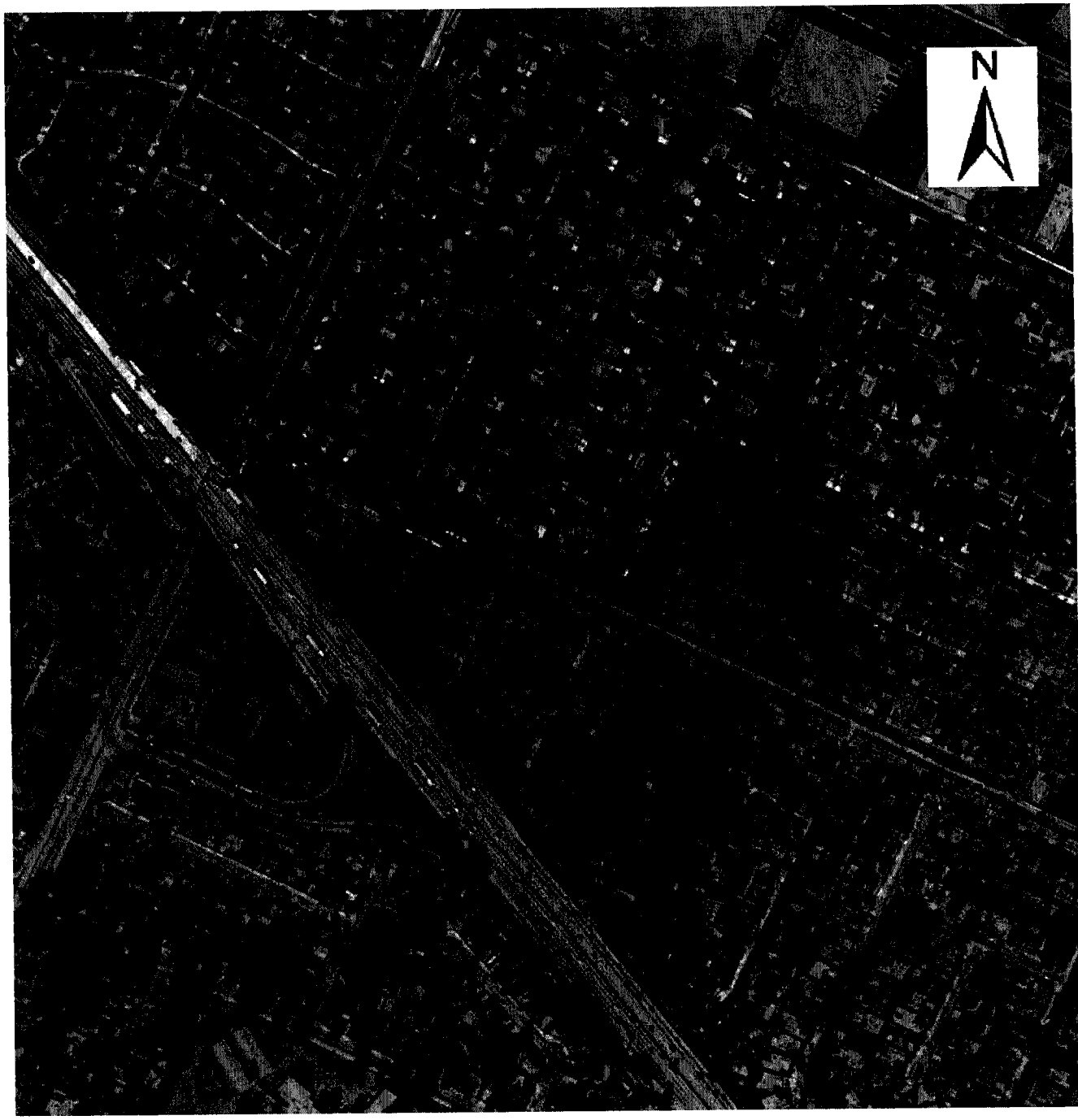
	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
CONTRACT	MEDIANS DISTRICT 1 & 5 SAN GABRIEL VALLEY	
LOCATION	BALDWIN PARK OFFICE (MD-1)	T.G. 598-D5



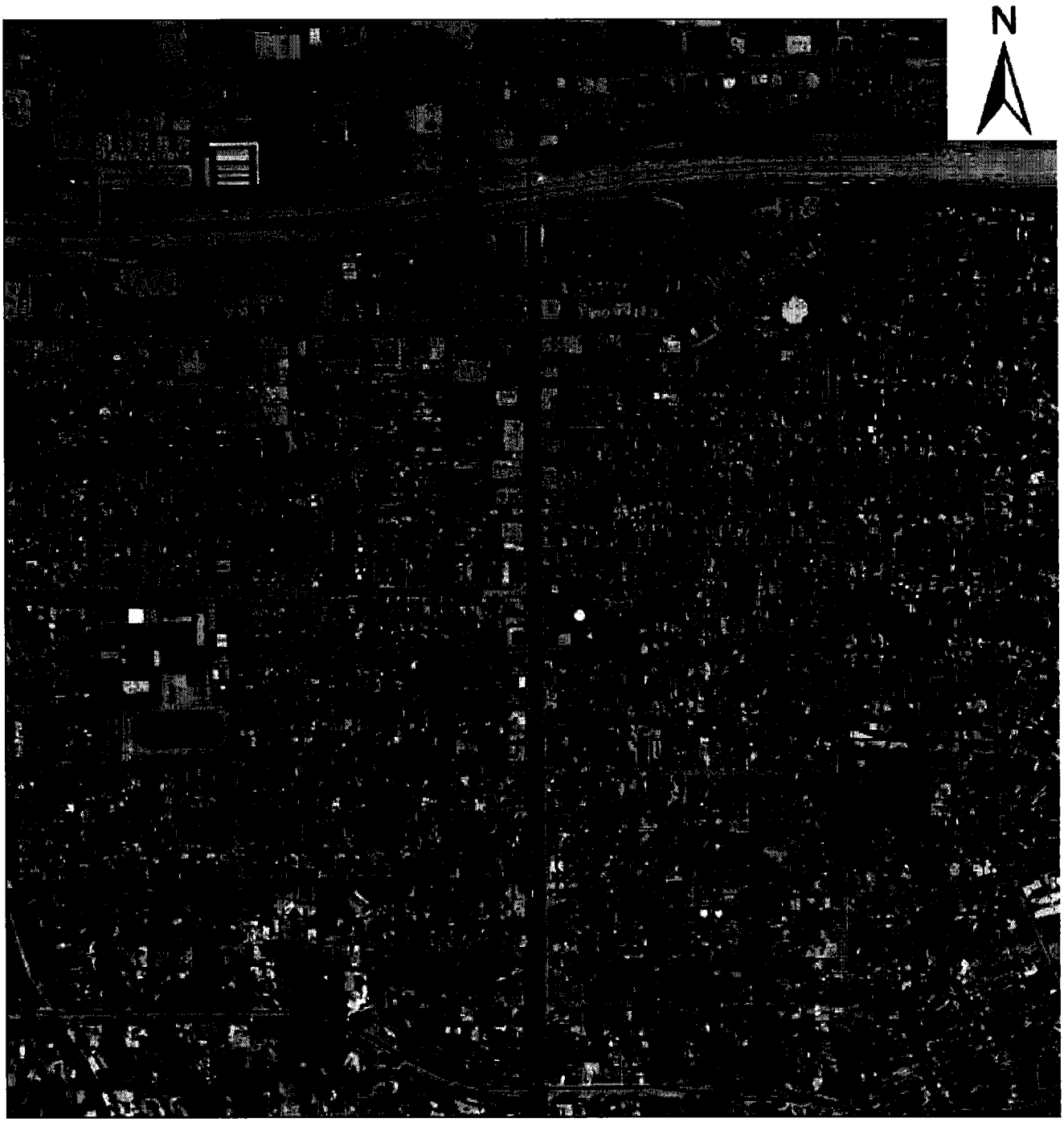
	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
CONTRACT	MEDIANS DISTRICT 1 & 5 SAN GABRIEL VALLEY	
LOCATION	7TH AVE - PALM AVE/LOS ROBLES AVE	T.G. 677-J1



	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS	
CONTRACT	SAN GABRIEL VALLEY MEDIAN	
LOCATION	GALE AVENUE – 7TH AVENUE TO KINBRAE AVENUE	T.G. 677-J1, 678-A1



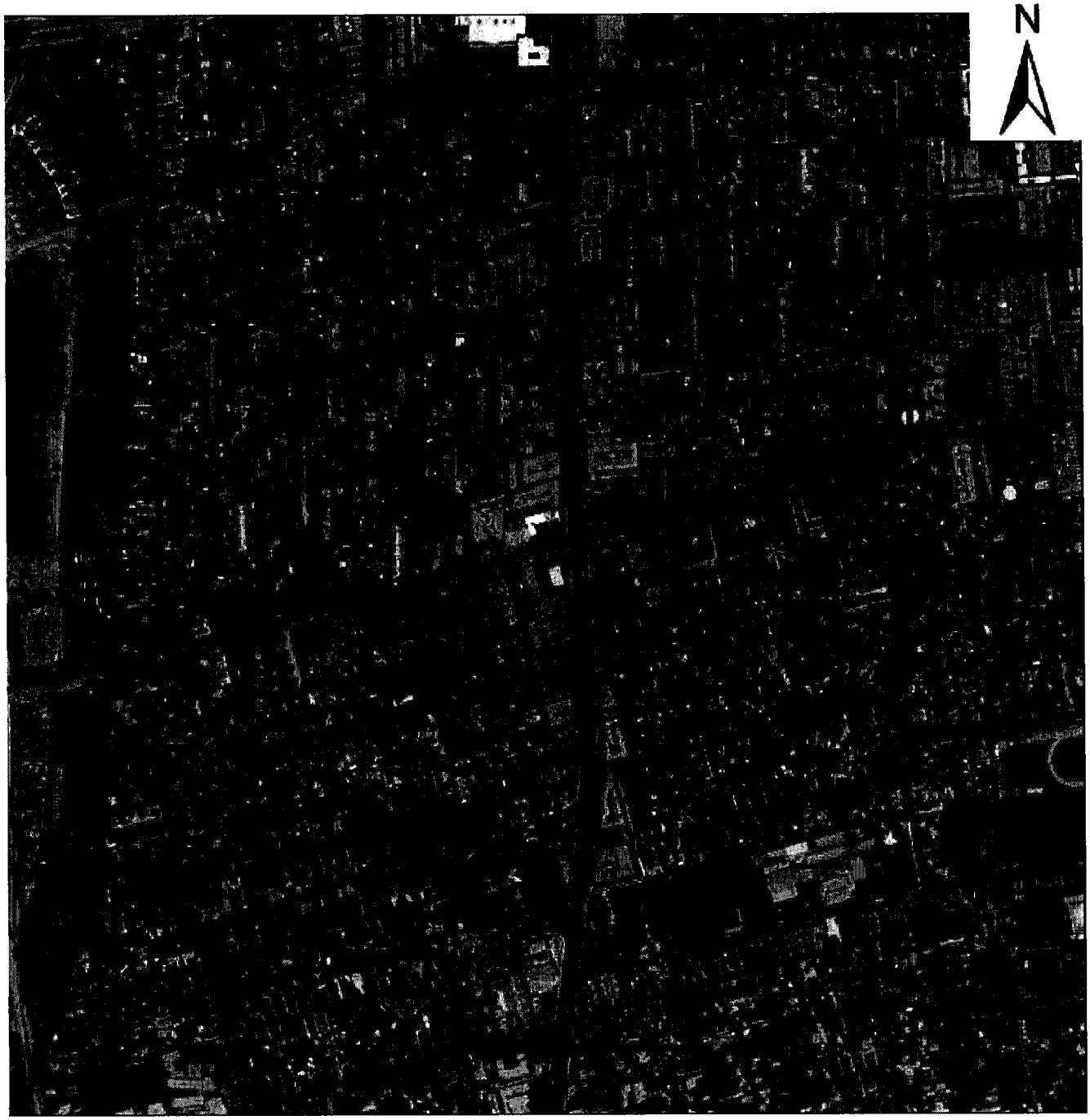
	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS	
CONTRACT	SAN GABRIEL VALLEY MEDIAN	
LOCATION	ROSEMEAD BLVD – 210 FWY TO TEMPLE CITY BOUNDARY (PAGE 1 OF 3)	TG: 566-H4, 5, 6, 7 596-H1, 2



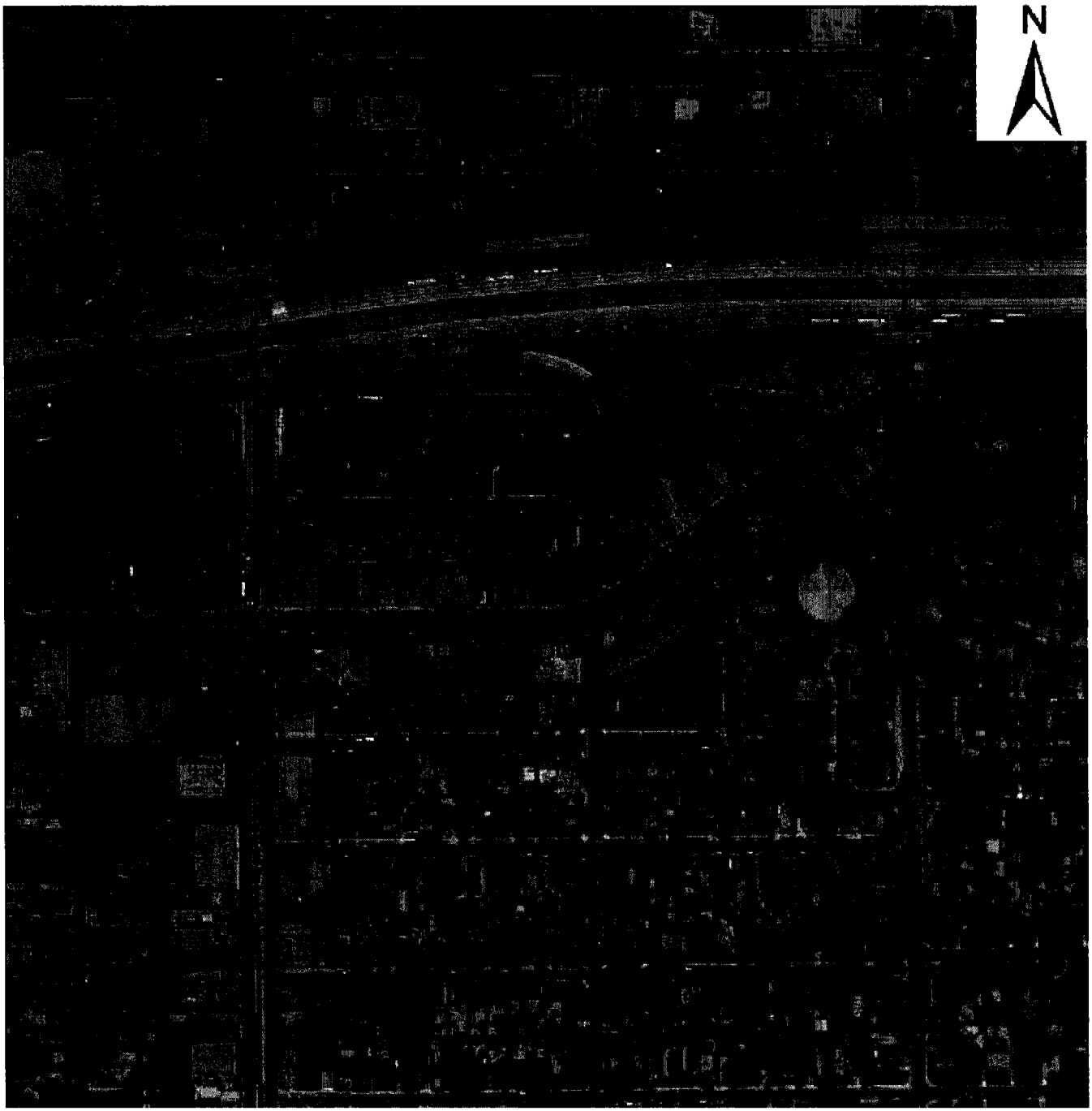
	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS	
CONTRACT	SAN GABRIEL VALLEY MEDIAN	
LOCATION	ROSEMEAD BLVD – 210 FWY TO TEMPLE CITY BOUNDARY (PAGE 2 OF 3)	TG: 566-H4, 5, 6, 7 596-H1, 2



	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS		
	CONTRACT	SAN GABRIEL VALLEY MEDIAN	
	LOCATION	ROSEMEAD BLVD – 210 FWY TO TEMPLE CITY BOUNDARY (PAGE 3 OF 3)	TG: 566-H4, 5, 6, 7 596-H1, 2



	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS	
CONTRACT	SAN GABRIEL VALLEY MEDIAN	
LOCATION	COLORADO BLVD – ROSEMEAD BLVD TO MICHILLINDA AVE	TG: 566 - H4



ORIGINAL

County of Los Angeles
Department of Public Works

Request for Proposal
for
Landscape and Grounds Maintenance Services
(2013-PA014)

Submitted By:
TruGreen LandCare
Branch 6354
4134 Temple City Blvd
Rosemead, CA 91770
626/377-9748
626/376-9176 (Fax)

Date of Submittal: January 9, 2014

Table of Contents

3) Letter of Transmittal (Pages 1 - 2)
4) Support Documents for Corporation and Limited Liability Companies (Pages 3 - 4)
5) Experience (Pages 5 - 17)
6) Work Plan (Pages 18 - 20)
7) Quality Assurance Program (Pages 21 - 23)
8) Subcontractors (Pages 24 – 25)
9) Financial Resources (Pages 26 – 33)
10) Licenses and Certifications (Pages 34 – 40)
11) Insurance (Pages 41 – 42)
12) Record Keeping (43 - 58)
13) Forms List (Pages 59 - 314)
14) Subcontractors' Forms List (Pages 315 - 316)
15) Living Wage Ordinance – Application for Exemption (Pages 317 – 318)
16) Additional Information (Pages 319 -321)

SECTION 3

TRUGREEN LandCare

January 7, 2014

City of Los Angeles
Deputy Director
Patrick V DeChellis
900 South Freemont Ave
Alhambra, CA 91803

Re: Request for Proposal for Landscape and Grounds Maintenance Services (2013-PA014)

Dear Sirs:

TruGreen LandCare (Branch 6354) is pleased to submit our proposal for Landscape Maintenance Services for Landscape and Grounds Maintenance Services (2013-PA014).

Our main office is located at 4134 Temple City Blvd., Rosemead, CA 91770. Our telephone number is (626) 377-9748.

TruGreen LandCare proposes the Landscape and Grounds Maintenance Services (2013-PA014) as outlined in the proposal content checklist.

We have read the Scope of Work and we have the qualification to provide the residents of the City of Los Angeles the services required.

This letter also serves to authorize myself, Joe Espinoza, Branch Manager for TruGreen LandCare - Branch 6354--to represent TruGreen LandCare and to sign any binding contract or agreement on behalf of TruGreen LandCare (see attached Designation of Representative). Branch #6354 is located at:

4134 Temple City Blvd.
Rosemead, CA 91770
Phone: (626) 377-9748 Fax: (626) 376-9176
E-mail address: Joe.Espinoza@landcare.com

Thank you for allowing TruGreen LandCare to submit our proposal.

Respectfully submitted,

Joe Espinoza
Branch Manager

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SECTION 4

Request for Proposal – Part 1
4. Support Documents for Corporation and Limited Liability Companies

TruGreen LandCare is a California general partnership consisting of TruGreen LandCare L.L.C. and LandCare Holdings, Inc. d/b/a TruGreen LandCare, Inc.

SECTION 5

TRUGREEN LandCare℠

TruGreen LandCare

TruGreen LandCare, Branch 6354, A California General Partnership, founded September 1, 1999 through the successful acquisition of many top landscape companies, has over 40 years of experience and knowledge to service our customers. We provide professional landscape maintenance to many city and public work projects.

Organization –
Joe Espinoza/Branch Manager (Facilitates the overall operation)
Over 7 years experience with TruGreen LandCare but brings 15 years experience in logistics with the US Army Reserves.

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member
Luis Casillas/Crew Member
Francisco Torres/Crew Member
Diego Ramos/Crew Member

TruGreen LandCare meets all requirements as stated in Part 1Section 1.B with valid licences and minimum years of experience. The minimum years of experience is met with the current contrant of Landscape and Grounds Mantenenace Services for East Los Angeles Medians which spans over five years.

The staff listed above have in part or whole been engaged in the contract, specifically the supervisors, to meet the minimum requirement of three years experience.

As one of the largest landscape maintenance providers in the industry, TruGreen LandCare has the equipment and purchasing resources to meet your demands. We are constantly evaluating and modifying our equipment to best serve our clientele and the demands of each site we service. In-house mechanics, outsourced equipment vendors and the pooled resources of a nationwide company keep our equipment fleet operating and at your disposal.

TruGREEN LandCare

Pasadena Branch #6354

Organization Chart

Joe Espinoza
Branch Manager

Area Managers

Jorge Melendez
Area Manager

Supervisors (Force Ranked)

Jesus Reyes
Site Supervisor

Julian L. Arvizu
Supervisor

Marco Xitumul
Crew Member

Luis Casillas
Crew member

Francisco Torres
Crew Member

Diego Ramos
Crew Member

Joe Espinoza

[redacted]

PROFILE

Branch Manager seeking management position with a strong background in solution based sales. Effective communicator with ability to utilizes creativity, leadership and teamwork to build lasting business relationships and economic growth towards profitability.

EXPERIENCE

Nov 2007 – Present TruGreen Landcare Culver City, CA

Branch Manager

Identified opportunity to move branch operations to increase productivity and reduce costs by 20%

Management of Branch Operations by emphasizing safety

Improving aesthetic level of properties while increasing productivity and controlling costs

Nov 2006 – Oct 2007 GRM Information Management Services Pico Rivera, CA

Los Angeles Account Executive & General Manger

Re-Created, Launched and Head the Technology Escrow Division Nationally

Secured Escrow agreement providing first revenues for escrow to GRM

Build Client Account List by Cold Calling and Telemarketing Geographic Territory

Jun 2005-Oct 2006 Iron Mountain – Intellectual Property Management Bell, CA

Pacific Northwest Sales Executive

Establsihed new contract method shortnening average sales cycle from 90 + days to 10

Maintain Existing and grow net new business in geographic territory of the Pacific Northwest

- Secured National and International agreements with companies previouslsy rejecting services.
- Achieved Quota within First Three Months in Territory.

Nov 2001-June 2005 Canon Business Solutions Los Angeles, CA

Sales / Legal Account Executive

Identified need for Market Segmentation thus developing and assigned to Legal Team

Built account base through assertive sales campaign and follow up.

Cold calling and telemarking activity to build prospect base and achive quota

Successfully identified and developed client base and delivered esffective sales presentations

EDUCATION

2010 University of Redlands Burbank, CA

Masters of Business Administration

2008 University of Phoenix Pasadena, CA

Bachelor of Scince in Buseness Management

Jorge Melendez

5 • Email: JorgeMelendez@landcare.com

SUMMARY

Knowledgeable manager experienced in operations management and business development within the landscape maintenance industry. Energetic, self-motivated professional with a successful track record that 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, and operational support staff using a "hands on" management style. Positive leader who puts people first and has continually demonstrated ability to train, mentor, coach and motivate staff to continually improve and achieve desired results

EXPERIENCE

TRUGREEN LANDCARE — Upland, 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 & irrigation installation, tree care, water management, nursery management and sports turf management.

Enhancement Supervisor — **2009-2011**

Responsibilities include supervising, design, quote and sale enhancements works,

Account Manager — **2011-2014**
Area Manager — **2007 - 2009**

Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems. Also responsible for the timely servicing and quality of work at all customer locations as well as improving the appearance of their landscape by proactively suggesting enhancements on a regular basis.

- Manage a staff of over 25 employees to ensure all work is being done in a timely and efficient manner while at the same time ensuring that quality of work meets or exceeds customer expectations
- Oversee a portfolio of more than 50 customers that produced more than $1,000,000 of total revenue in 2008
- Accomplished a retention rate of more than 90% by providing expert customer service by communicating with customers on a routine basis to ensure their satisfaction with the service that is provided.
- Helped increase revenue by interfacing between sales department and customers to provide quotations for new maintenance contracts, special projects, seasonal color, etc.

- Ensured a safe environment for employees and monitored the proper field use/care of vehicles, equipment and tools

IRRIGATION TECHNICIA/SUPERVISOR **2005-2007**

Responsibilities include inspect, report, maintain and repair irrigation systems on more than 60 properties.
Knowledge of different kind of irrigation systems, include large Central Systems.

EDUCATION

High School Diploma – Perpetuo Socorro Trujillo, Peru
Agricultural Engineering – 8 semesters National University Trujillo, Peru

TRAINING

IRRIGATOR TECHNICIAN CERTIFICATE
Wire tracking & Electrical Troubleshooting; Controller Programming, Maintenance & Scheduling; Valve Repair & Maintenance; Water Management; Pipe Fitting & Maintenance; Irrigation Hydraulics.
Irrigator Technical Training School 2006

SOLDERING & BRAZING
Irrigator Technical Training School 2006

ADVANCED SOLDERING & BRAZING
Irrigator Technical Training School 2006

ASC BASIC TECHNICIAN
Rain Bird Academy

SMART LINE CERTIFIED
Weathermatic 2008

TRAFFIC CONTROL TECHNICIAN-GRANT
The American Traffic Safety Services Association 2009

Julian Lopez Arvizu

2009 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Jesus Reyes

2006 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

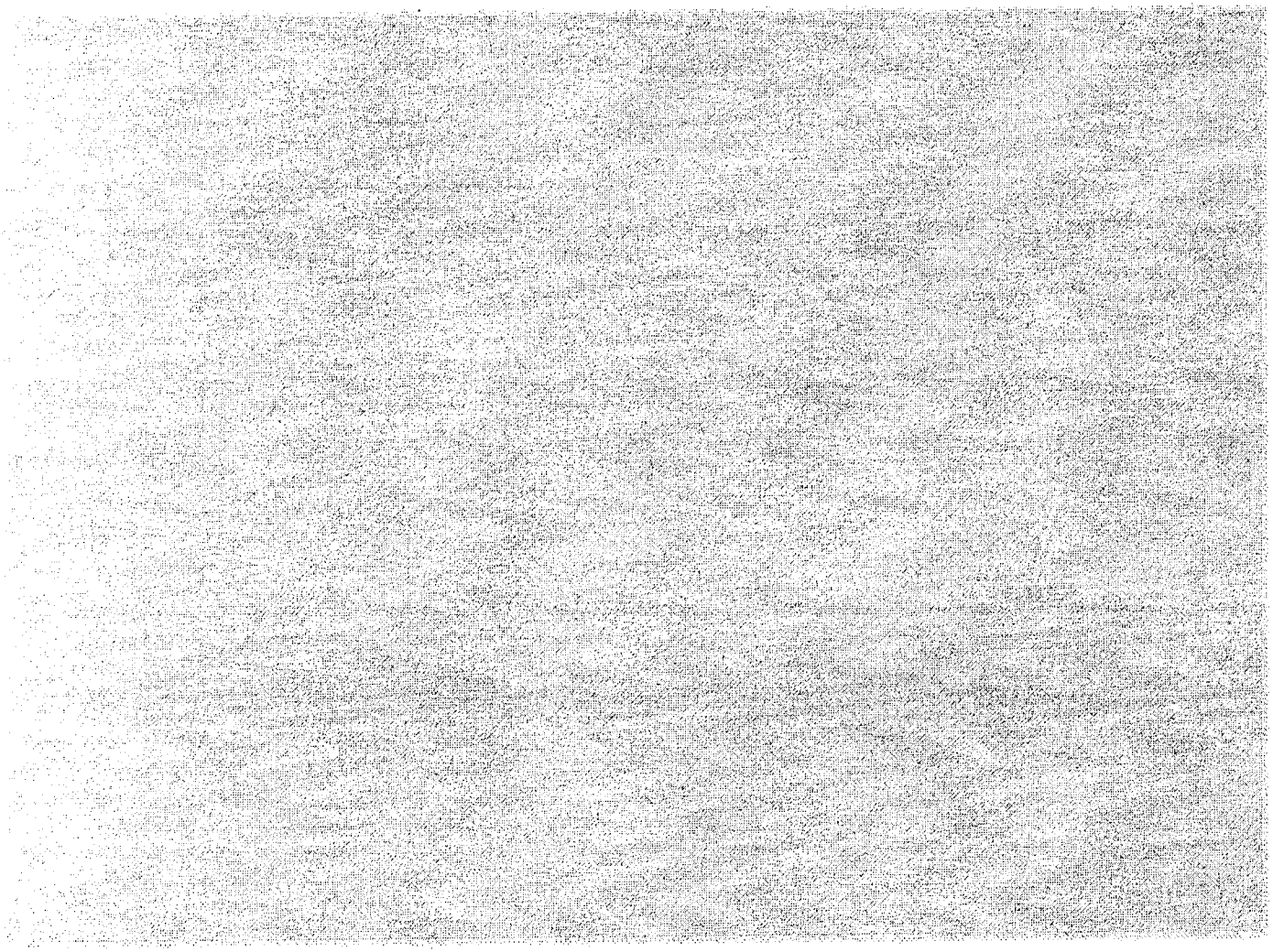
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The following items represent areas of opportunities for improvement:



Landscape Maintenance

1. Mow turf as needed.
2. Mow turf to the proper height.
3. Remove weeds in planter beds
4. Remove weeds in turf
5. Maintain shrub height and shape but allow natural form

Water Management

6. Control Excessive Water Usage
7. Provide Irrigation Evaluation
8. Introduce weather-based irrigation controllers

Arbor Care

9. Tree trimming proposal will be provided for thinning and selective trimming

Enhancement Services

10. _____

Enter Comments or Delete

#

Enter Comments

TruPlan

TruPlan is the master planning tool we use to coordinate our services with you.

Using aerial photos and other maps specific to your site, your TruPlan allows us to communicate with you graphically about every area of service we provide. TruPlan also serves as a base for planning, budgeting, and design. With our design team's assistance, your TruPlan is an effective mechanism for saving you time, securing satisfaction, and getting the highest return on the landscape dollars you spend.

Any service area, goal, or business objective can be planned and managed through the TruPlan system. Typical TruPlan service areas include Landscape Maintenance, Water Management, Arbor Care, and Enhancement Solutions like seasonal color and mulch. In addition, we can provide budgeting and planning services as well.

Simple on-plan mark ups by you or our staff communicate information specific to your site and needs anytime, anywhere. Maps can be sent digitally to and from the field easily with our smart phones, digital tablets, and laptops. This accurately locates and depicts any service need or issue, ensuring a precise response by our managers and crews.

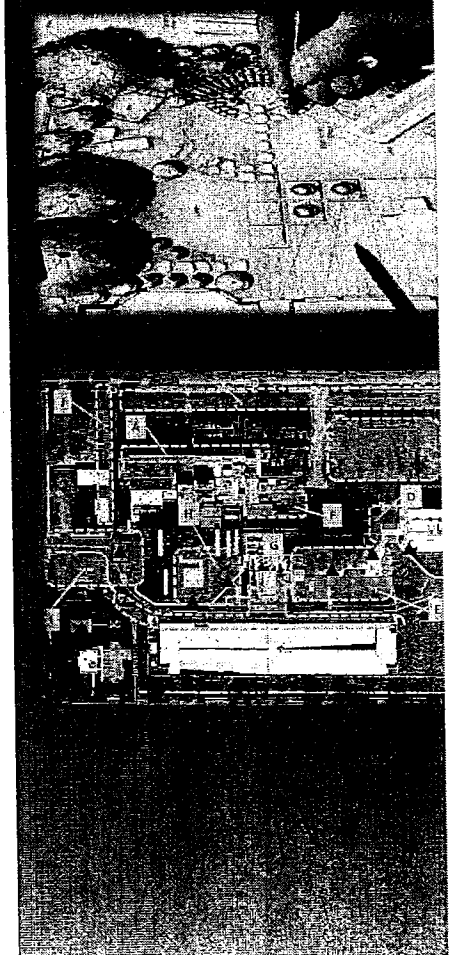
TruPlan audits by our designers have saved our clients thousands by identifying waste and neglected opportunities. Manage your budget with short and long-term strategies, control costs, and free up funds for upgrades and special projects through innovative ideas our design team can recommend.

Startup Plan – First 60 days

- ✓ **Pre-start meeting** with you for staff introductions, site tour and administrative set ups
- ✓ **Safety** issues impacting our service operations are identified with solutions proposed
- ✓ Identification of other **punch list items**
- ✓ Submit a **work schedule outline, with a site map**
- ✓ **Irrigation system evaluation** and recommendations (if present)
- ✓ **Annual color** designs and rotations are proposed
- ✓ **Review agronomy and horticulture** program history, and propose recommendations
- ✓ Review **enhancement needs** and develop a proposal phasing plan
- ✓ **Begin budget plan** for this year's work, and next if applicable

TRUGREEN LandCare

- ✓ Service priorities mapped for crews
- ✓ Real time information sharing
- ✓ Needs and observations graphically communicated
- ✓ ROI recommendations
- ✓ Business goals identified
- ✓ Safety improvements
- ✓ Budget planning
- ✓ Short and long term project planning
- ✓ Cost saving analysis



Water Management

Water management is one of the most important elements to the care of your landscape. Proper irrigation is a careful balance between conservation and providing enough water for healthy plant growth.

To ensure we get the most from your system, we provide you with a comprehensive water management program staffed by experienced irrigation specialists. These technicians will monitor, repair, and manage your system by providing system analysis, water audits, and customized watering programs. Leaks are caught quickly to protect you from water loss, and property damage.

Our water audits identify the efficiency of your system and allow us to propose improvements that will help you lower your operating costs, while protecting plants, site operations, and infrastructure. We offer a basic review of your system with your maintenance services. More involved analysis with return on investment calculations are also available which will incorporate any available rebates or incentives from your local water authority.

TRUGREEN LandCare

- ✓ Proper Water Application
- ✓ Experienced Irrigation Specialists
- ✓ Water Audits & System Analysis
- ✓ Customized Watering Programs
- ✓ Lower Operating Costs
- ✓ ROI Calculations
- ✓ Weather-based Controllers
- ✓ Smart Technology
- ✓ Low Use Nozzles
- ✓ Annual Water Budgeting





Water Management Division with Cloud based Smart Technology

Arbor Care

TRUGREEN LandCare

Trees are an extremely valuable asset to your landscape, providing climate control, air quality improvements, ecosystem value, and aesthetic benefits. Long-lived mature specimens are often impossible to replace. Rely on our Certified Arborists and professionally trained tree care specialists for a well-managed maintenance program designed to keep trees healthy, strong, and beautiful.

Throughout the year, we will provide clearance pruning for vehicles and pedestrians and other valuable tree care services. At your request, we can develop a more involved program based on your arbor care needs. Single or multi-year pruning programs can be developed that address both your tree care and budget needs. A variety of additional services are available include planting, root pruning, special fertilization, insect & disease control, appraisals, LEED credit strategies, and supplemental watering. Other services related to capital improvements include pre-construction preparations and tree protection. Our plan is to provide you with a comprehensive, easy to follow program based on expert assessment that will protect your trees and investment for years to come.

- ✓ Certified Arborists
- ✓ Trained Tree Care Specialists
- ✓ Clearance Pruning
- ✓ Root Pruning and Barriers
- ✓ Insect and Disease Control
- ✓ Stump Removal
- ✓ Planting
- ✓ Fertilization
- ✓ Soil Improvement
- ✓ Diagnosis, Appraisal and Evaluation
- ✓ LEED credits
- ✓ Inventory and Management Programs



Enhancement Solutions

TRUGREEN LandCare

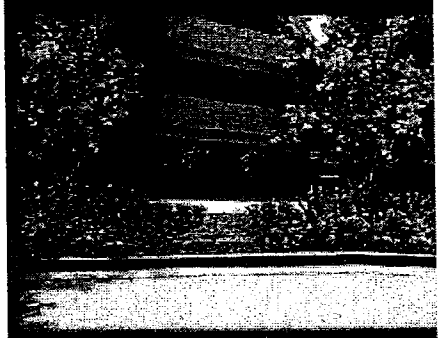
Elevating the beauty and performance of your property combines exceptional maintenance with fresh enhancement ideas from expert consultation. Our licensed landscape architects and designers are seasoned professionals with decades of experience in landscape contracting and design.

Working with you, our design team will help optimize your return on your investment by evaluating the existing landscape, analyzing spending, and updating current maintenance practices with innovative solutions. We will listen to your desires and develop concepts for a beautiful landscape that makes a powerful statement in your primary marketing path and key areas.

Regional designers are equipped with on-line video conferencing at no cost to you for your convenience. Through this added benefit, our designer can meet with you and other project stakeholders online to present and discuss projects and even develop designs before your eyes. Your design will be professionally installed by our enhancement crews using the proper installation and horticulture practices to ensure a healthy a beautiful landscape for years to come.

- ✓ Design & Enhancements
- ✓ Licensed Landscape Architects & Designers
- ✓ Analyze spending
- ✓ Optimize Return on Investment
- ✓ Video Conferencing
- ✓ Team Approach to Landscape Installations





SECTION 6

Request for Proposal - WORK PLAN PART 1 Section 6

The care of your property begins with a solid approach to the basics of landscape maintenance and consistent, proactive communication. From our Local branch office, your TruGreen LandCare Account Manager will provide you with exceptional personalized service, as we are only minutes away.

Every property has its own unique needs and challenges. In response, we provide a unique management process called TruPlan. Through your input, our team will document your priorities and quality expectations on satellite images, site photos and plans. This TruPlan approach ensures that we proactively match our services to your needs today and for years to come.

Our crew members receive ongoing safety training, including weekly tailgate training sessions, which protect our associates, you as a customer, and TruGreen as an employer. In addition, all employees are uniformed, screened through E-verify, and must pass background and drug tests. Service quality is ensured by Regional Field Auditors who review the service performed at your site with a Landscape Quality Audit. These audits are based on TruGreen's quality parameters, and what you have stated is most critical. Our aim is to work with you to improve the value and beauty of your property as we strive to provide an excellent return on your investment.

Staff

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member (Providing the day to day services)
Luis Casillas/Crew Member(Providing the day to day services)
Francisco Torres/Crew Member(Providing the day to day services)
Diego Ramos/Crew Member(Providing the day to day services)

Every Aspect of the scope will be approached with our proactive services. Please see below for each type of service and our detailed approach:

Mow, Edge and Detail

All contract sites shall be mowed, edged and detailed on a weekly basis. A 21" and 36" mower shall be used to cut the turf in the medians. A 52" mower shall be used on large turf areas. Commercial equipment such as push/stick edgers and line trimmers shall be utilized to do detail work.

Trimming

All contract sites shall have shrubs, hedges and vines trimmed on a monthly basis. Motorized extension hedge trimmers, loppers and hand shears shall be used to perform this work. All employees shall receive proper training so that the best horticultural and arboricultural practices are used.

Trash Pick-up

Parks shall have litter and trash removed on a daily basis. Trash pickup shall be performed on a weekly basis at the well sites and medians/frontages. Day of service shall be agreed upon by both TruGreen LandCare and Contract Administrator upon award of contract.

Fertilize

Fertilization shall be done in all sites on a quarterly basis (March, July, September and December). Season and type of plant material shall be taken into consideration before choosing the appropriate fertilizer. Time, rate and material shall also be agreed upon by both City Staff and TruGreen LandCare Account Manager prior to application.

Broadleaf Weed Control

A broadleaf weed control herbicide shall be applied to turf areas on a semi-annual basis. A qualified pesticide applicator shall be scheduled to perform this task. Additionally, the City shall be supplied with a Pesticide Recommendation prior to any application. Rate, material and time of application shall be agreed upon by both City Staff and TruGreen LandCare Account Manager.

Crabgrass Control

A crabgrass control herbicide shall be applied to turf areas between February and April. A Qualified Pesticide Applicator shall be scheduled to perform this task. Additionally, the City shall be supplied with a Pesticide Recommendation prior to any application. Rate, material and time of application shall be agreed upon by both City Staff and TruGreen LandCare Account Manager.

Aerate

Turf aeration shall be done twice per year (April, September) per "Maintenance Standards". A walk behind aerator shall be used in the small turf areas and a tractor pulled aerator in the large turf areas.

Vertical Mowing/Dethatching

The dethatching of all turf area shall be done in May. A walk behind dethatcher shall be used in the small turf areas and a tractor pulled dethatcher and rake-o-vac shall be used in the larger turf areas.

Area Cleanup

Area cleanup shall be done in the park on a daily basis. Tools such as sand groomers, landscape rake, leaf rakes, and push brooms shall be used. Care shall be taken to make sure that foreign objects such as broken glass are removed. Play equipment shall also be inspected to ensure safety. All hazards shall be reported to the City.

Site Inspections

TruGreen LandCare will conduct weekly inspections of all the sites to insure that contract specifications are followed. On a weekly basis the Area Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Account Manager to plan out the fastest plan of action to remedy the deficiency. On a monthly basis the Account 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 Project Manager will conduct inspections quarterly with the City's 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 City's Representative for review via fax or e-mail and filed at our office.

Main Street & Special Properties

These locations shall be services every Tuesday, Thursday, and Saturday between the hours of 6:30 a.m. and 9:30 a.m. Litter, trash and debris shall be removed at every service. Flower planters and hanging pots shall be maintained in an aesthetic manner. Any dead plant material shall be replaced as needed. These planters and pots shall be watered and fertilized with a fertilizer high in potassium and phosphorus to promote flowering. Planter and potted plants shall be trimmed by hand to keep a natural appearance. The hedge shall be trimmed as needed with an extension hedge trimmer. Trash shall be emptied on every day of service.

SECTION 7

Reques for Proposal – Part 1
7. Quality Assurance Program

The Crew Leader will conduct daily and weekly inspections of all the sites to insure that contract specifications are followed, as per **Scope of Work – Exhibit A,** and that all safety measures have been adhered to. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. Additionally, the Crew Leader will visit all sites on a daily basis and note any deficiencies that need to be corrected and report them to the Account Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly basis the Account Manager will visit all the sites, and does a thorough punch list of all locations noting conditions of required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Account Manager will conduct inspections monthly with the Contract Administrator. 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 County of Los Angeles, Dept of Public Works for review via fax or e-mail and filed at our office.

Landscape Quality Audit (LQA) System can also be utilized if desirable. 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.
- 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.

LANDSCAPE QUALITY AUDIT

THE TRUGREEN Companies℠

Property Name & Bldg ID #	
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	Comments
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								Proposal submitted
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 Audited	Avg Quality Rating	Check Appropriate LQA Rating	
1.0 LAWN			0	#DIV/0!	#DIV/0!	Exceptional (5.0)
2.0 SHRUB			0	#DIV/0!	#DIV/0!	Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR			0	#DIV/0!	#DIV/0!	Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE			0	#DIV/0!	#DIV/0!	Needs Improvement (2.0-2.9)
TOTAL SCORE				#DIV/0!	#DIV/0!	Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____

SECTION 8

SUBCONTRACTORS

No subcontractors will be utilized by TruGreen LandCare in the performance of this contract

SECTION 9

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SECTION 10

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

TRUGREEN LANDCARE

License Number 970508

to engage in the business or act in the capacity of a contractor
in the following classification(s):

C27 - LANDSCAPING
D49 - TREE SERVICE

Witness my hand and seal this day,

March 1, 2012

Issued February 29, 2012

James Miller
Board Chair

Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

AUDIT NO: 533640

13L-24 (REV. 12-07) OSP 07 105460

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TRUGREEN LandCare

Sandra Aguilar <sandra.aguilar@landcare.com>

Fwd: State of California Contractors License

1 message

Letha Sanders <letha.sanders@landcare.com> **Wed, Feb 29, 2012 at 3:58 PM**
To: "sandra.aguilar" <SANDRA.AGUILAR@landcare.com>
Cc: Dave Evans <Dave.Evans@landcare.com>

FYI

---------- Forwarded message ----------
From: **Letha Sanders** <letha.sanders@landcare.com>
Date: Wed, Feb 29, 2012 at 3:41 PM
Subject: Re: State of California Contractors License
To: Ron BomKamp <ronbomkamp@landcare.com>, Colin Geraghty <colin.geraghty@landcare.com>, Timothy Martinez <Timothy.Martinez@landcare.com>, Tyler Dickinson <Tyler.Dickinson@landcare.com>
Cc: Monica Vargas <Monica.Vargas@landcare.com>, Kathy McAlpin <Kathy.McAlpin@landcare.com>, Debbie Montgomery <Debbie.Montgomery@landcare.com>, Toni Boyd <Toni.Boyd@landcare.com>, Vidu Kulkarni <vidu.kulkarni@landcare.com>, "Wright, Misty" <mwright@lockton.com>

ALL:

I just received a call from the California State Contractors Board and LandCare's new license has been approved!! It is effective today. Please see below for our new license number:

Company Name: TruGreen LandCare
Contractors License Number: **970508**
Effective Date: February 29, 2012
Expiration Date: February 28, 2014
License Classifications: C27- Landscaping and D49 - Tree Service

I would appreciate your forwarding this information along to others within our Company who have a need to know for purposes of bidding or other official documents. **TruGreen LandCare's previous contractors license #774548 expires effective today.**

Thank you.

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CANVAS

International Society of Arboriculture

Certified Arborist™

David Evans

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist®

D. Glenn
Certification Board, Chair
International Society of Arboriculture

Jim Skiera, Executive Director
International Society of Arboriculture

WE-1588A	Dec 12, 2009	Dec 31, 2015
Certificate Number	Certified Since	Expiration Date

23



International
Society
of Arboriculture™

ISA Certified Arborist®

David Evans

Certificate Number: WE-1588A

Expiration Date: Dec 31, 2015

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE	VALID THROUGH
01/01/2013	12/31/2014

QAL 127627 B

DAVID G EVANS

3[illegible] E

[illegible]

[illegible]

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALFORNIA 95814

PEST CONTROL BUSINESS BRANCH

LICENSE

ISSUED: January 01, 2012
EXPIRES: December 31, 2013

LICENSE NO. 31960

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address
TRUGREEN LANDCARE,LLC
9416 DOCTOR PERRY ROAD
JAMESVILLE, MD 21754

Business Location
TRUGREEN LANDCARE,LLC
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

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a $20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licensemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015

OSP 11 123358

SECTION 11

FORM PW-16

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Proposer's Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
Address

☑ **If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

Signature of Proposer: _____ Date: 1-9-14

SECTION 12

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	SEE ATTACHED
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information)</u>.	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. **OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)** 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	SEE ATTACHED
5. **BREAKS** 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	SEE ATTACHED
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	SEE ATTACHED
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	SEE ATTACHED

DATED: 01-09-14 PROPOSER'S SIGNATURE: _____

FORM LW-9
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

1. Tracking Hours Worked

1.1 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.

1.2 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.

1.3 Central Site

2. Reporting Time

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.

3. Records of Actual Time Worked

3.1 Daily time card, weekly time card, and route sheet.
3.2 Daily time card, weekly time card, route sheets and certified payroll.
3.3 Records are kept daily.
3.4 Office Staff
3.5 Area Supervisor, Area Manager, Branch Manager, Office Manager and Payroll Clerk. We are checking that hours are allocated correct to jobs and that hours reported are actual hours.
3.6 These records are kept in files for at least 10 years.
3.7 Yes, they are used as a source document to create Proposer's payroll.
3.8 See attached.

4. Other Records Used to Create Payroll

4.1 Source documents are used to create payroll records.
4.2 Payroll clerk, Office Manager and Branch Manager
4.3 Yes
4.4 The source document is first approved by the Area Supervisor, Area Manger, and Branch Manager. The source document is compared to the route sheet.

5. Breaks

5.1 Breaks are taken and monitored by the Area Supervisor and audited by the Area Manager.
5.2 Yes
5.3 Area Supervisor, Area Manager and Branch Manager.

6. How Payroll is Prepared

6.1 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.

6.2 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.

6.3 Single check is received by employee for straight time and overtime.

6.4 Hourly rate and all deductions.

6.5 See attached

7. Manual Payroll System

7.1 TruGreen LandCare does not use a manual payroll system.
7.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.

8. Automated Payroll System

8.1 Daily time cards are submitted to the payroll clerk, payroll clerk inputs hours into system. Payroll report is checked for accuracy by payroll clerk, Office Manger and Branch Manager.
8.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.
8.3 The calculation is embedded into eh software program.

9. Travel Time

9.1 Travel time is paid at a regular rate.
9.2 The travel time is paid at the highest rate.
9.3 A. During the first part of the shift employee is paid at County Living Wage and travel time will be paid at highest rate, and the latter part of day will be paid at the appropriate rate.
B. Employee will be paid 8 hours at County Living Wage.

10. Overtime

10.1 The system is designed to track and pay overtime.
10.2 The system is designed to track and pay multiple wage rates

CO.	FILE	DEPT.	CLOCK	VCHR NO.	
T7U	881722	006354	0123	0000521714	1
			99881722		

028-0123

Earnings Statement

TruGreen LandCare®

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Period Beginning: 12/15/2013
Period Ending: 12/21/2013
Pay Date: 12/27/2013

00000001846
JULIAN LOPEZ ARVIZU

Taxable Marital Status:
Exemptions/Allowances:
Federal: 2
CA: 2

Social Security Number:

Earnings	rate	hours	this period	year to date
Normal	11.8400	34.00	402.56	22,567.04
Dia Festivo				663.04
Licencia De Lut				189.44
Vacaciones				94.72
Gross Pay			**$402.56**	23,514.24

Deductions	Statutory		
Federal Income Tax	-9.29	754.28
Social Security Tax	-24.96	1,457.88
Medicare Tax	-5.84	340.96
CA SUI/SDI Tax	-4.02	235.14
Other		
Cheques 1	-357.64	20,684.67
Vol Ad&D	-0.81	41.31
Net Pay	**$0.00**	

Your federal taxable wages this period are $402.56

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VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

TruGreen LandCare®

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Advice number: 00000521714
Pay date: 12/27/2013

Deposited to the account of	account number	transit ABA	amount
JULIAN LOPEZ ARVIZU		xxxx xxxx	$357.64

THIS IS NOT A CHECK

53

NON-NEGOTIABLE

COPY

HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12 16-13

Monday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
#REFI			6:00	1:30	7							7
MD-3 West												2.1

Total Hours to be Keyed: 21

Area Manager Signature: X

Paycodes - Paid (Non productive 905) (Vacation 907) (Personal Leave 908) (Holiday 911) (Shop 913) (Admin 910)
Paycodes - NonPaid (No Show np 900)(Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-17-13

Tuesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Aryizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 800) (Vacation 907) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900) (Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-18-13

Wednesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												7.1

Area Manager Signature: X

Total Hours to be Keyed: 7.1

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-12-13 | Thursday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez Arvizu
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	Marcos A. Xitumul
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	Luis Casillas

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show np 900)(Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-2-2013

Friday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show np 900) (Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

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SECTION 13

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 1-9 , 2014 | **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. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected.

2. Name of Service: LANSCAPE AND GROUNDS MAINTENANCE SERVICES

DECLARANT INFORMATION

3. Name Of declarant: JOE ESPINOZA

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).

5. My Title, Capacity, Or Relationship to the Proposer(s) is: BRANCH MANAGER

PROPOSER INFORMATION

6. Proposer's full legal name: TRUGREEN LANDCARE | Telephone No.: 626-377-9748

Physical Address (NO P.O. BOX): 4134 TEMPLE CITY BLVD ROSEMEAD CA 91770 | Mobile No.: 818-402-2871

e-mail: JOE.ESPINOZA@LANDCARE.COM | Fax No.: (626) 376-9176

County WebVen No.: 52607901 | IRS No.: 364313318 | Business License No.: 970508

7. Proposer's fictitious business name(s) or dba(s) (if any): N/A

County(s) of Registration: | State: | Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☐ A corporation:	Corporation's principal place of business:	
	State of incorporation:	Year incorporated:
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☑ A general partnership:	Names of partners: TRUGREEN LANDCARE L.L.C. TRUGREEN LANDCARE, INC	
☐ 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

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☑ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☑ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☑ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

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

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Signature of Proposer or Authorized Agent: _____ Date: 1-9-14

Type name and title: JOE ESPINOZA BRANCH MANAGER

SCHEDULE OF PRICES
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR SAN GABRIEL VALLEY MEDIANS

Pages 1 to 25

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SCHEDULE OF PRICES
FOR
HUNTINGTON DRIVE MEDIANS: HUNTINGTON DRIVE - SAN GABRIEL BOULEVARD TO ARCADIA CITY LINE, GAINSBOROUGH DRIVE AT SUNNYSLOPE BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$35.00	2,730.00
2.	ALL MANAGEMENT AND SUPERVISION	1.5	52	$30.00	2,340.00
3.	MOWING	3	43	$30.00	3,870.00
4.	MECHANICAL EDGING				
a.	Turf Areas	1.5	43	$25.00	1,612.50
b.	Groundcover	0.5	12	$25.00	150.00
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	12	$25.00	300.00
b.	Bare Areas	1	12	$25.00	300.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$25.00	1,300.00
7.	RAKING				
a.	Turf Under Trees	1.5	12	$25.00	450.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	6	$25.00	150.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING	1	1	$25.00	25.00
11.	AERATION	1	1	$25.00	25.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	12	$25.00	300.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	6	$25.00	300.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	6	$25.00	300.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$25.00	650.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$25.00	130.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$25.00	650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$25.00	100.00
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$32.00	128.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – HUNTINGTON DRIVE MEDIANS: HUNTINGTON DRIVE - SAN GABRIEL TO ARCADIA CITY LINE, GAINSBOROUGH DRIVE AT SUNNYSLOPE BOULEVARD = $15,835.50

SCHEDULE OF PRICES
FOR
MICHILLINDA MEDIANS: CALIFORNIA STREET - MICHIGAN BOULEVARD TO MICHILLINDA AVENUE, MICHIGAN BOULEVARD - HUNTINGTON DRIVE TO LAURITA AVENUE, WOODWARD BOULEVARD - HUNTINGTON DRIVE TO OAKDALE AVENUE

		Shaded boxes = "N/A"				
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$35.00	$2,730.00	✓
2.	ALL MANAGEMENT AND SUPERVISION	1.5	52	$55.00	$4,290.00	✓
3.	MOWING	2	43	$35.00	$3,010.00	✓
4.	MECHANICAL EDGING					
a.	Turf Areas	1	43	$35.00	$1,505.00	✓
b.	Groundcover	1	12	$35.00	$420.00	✓
5.	WEED REMOVAL					
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	12	$35.00	$420.00	✓
b.	Bare Areas	1	12	$35.00	$420.00	✓
c.	Undeveloped Areas					
6.	LITTER CONTROL	1	52	$35.00	$1,820.00	✓
7.	RAKING					
a.	Turf Under Trees	1	12	$35.00	$420.00	✓
b.	Planter Beds and Planters					
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING					
a.	Tree Safety Clearance / Tree Pruning	1	6	$35.00	$210.00	✓
b.	Shrub Safety Clearance / Shrub Pruning	1	2	$35.00	$70.00	✓
c.	Hedge Shaping / Trimming	1	2	$35.00	$70.00	✓
9.	GROUNDCOVER MAINTENANCE					
10.	DETHATCHING	1	1	$35.00	$35.00	✓
11.	AERATION	1	1	$35.00	$35.00	✓
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED		
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED		
14	SWEEPING	1	12	$35.00	$420.00	✓
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED		
16.	CHEMICAL APPLICATION					
a.	Turf - detailing general turf areas with systematic herbicides	2	6	$35.00	$420.00	✓
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	6	$35.00	$420.00	✓
17.	WATERING / IRRIGATION					
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$35.00	$910.00	

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$35.00	$182.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$35.00	$910.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$35.00	$140.00
i.	Flush and inspect Y-filter at each backflow	1	1	$35.00	$35.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$35.00	$140.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – MICHILLINDA MEDIANS: CALIFORNIA STREET - MICHIGAN BOULEVARD TO MICHILLINDA AVENUE, MICHIGAN BOULEVARD - HUNTINGTON DRIVE TO LAURITA AVENUE, WOODWARD BOULEVARD - HUNTINGTON DRIVE TO OAKDALE AVENUE = $19,032.00

OK

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SCHEDULE OF PRICES
for
POTRERO GRANDE DRIVE MEDIANS: SAN GABRIEL BOULEVARD TO ARROYO DRIVE, MOONEY DRIVE TO STEDDOM DRIVE

		Shaded boxes = "N/A"			
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$20.00	$1,560.00
2.	ALL MANAGEMENT AND SUPERVISION	1.5	52	$15.00	$1,170.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	$5.00	$130.00
b.	Bare Areas	1	12	$5.00	$60.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$5.00	$260.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	$5.00	$130.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	6	$5.00	$30.00
b.	Shrub Safety Clearance / Shrub Pruning	1	2	$5.00	$10.00
c.	Hedge Shaping / Trimming	1	2	$5.00	$10.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	12	$5.00	$60.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	6	$5.00	$30.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$3.00	$78.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$5.00	$26.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$5.00	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$5.00	$20.00
i.	Flush and inspect Y-filter at each backflow	1	1	$5.00	$5.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$5.00	$20.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – POTRERO GRANDE DRIVE MEDIANS: SAN GABRIEL BOULEVARD TO ARROYO DRIVE, MOONEY DRIVE TO STEDDOM DRIVE = $3,729.00

ok ✓

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SCHEDULE OF PRICES
for
PARAMOUNT SLOPES AND MEDIANS FROM ARROYO DRIVE TO HILL DRIVE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$45.00	$3,510.00
2.	ALL MANAGEMENT AND SUPERVISION	1.5	52	$25.00	$1,950.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	$25.00	$650.00
b.	Bare Areas	1	12	$25.00	$300.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$25.00	$1,300.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	$25.00	$650.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	6	$25.00	$150.00
b.	Shrub Safety Clearance / Shrub Pruning	1	2	$25.00	$50.00
c.	Hedge Shaping / Trimming	1	2	$25.00	$50.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	12	$25.00	$300.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	6	$25.00	$150.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$25.00	$650.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$25.00	$130.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$25.00	$650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$25.00	$100.00
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$25.00	$100.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – PARAMOUNT SLOPES AND MEDIANS FROM ARROYO DRIVE TO HILL DRIVE = $10,715.00 ✓ OK

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SCHEDULE OF PRICES
for
WORKMAN MILL ROAD MEDIANS AND VINES ON BOTH SIDES OF PARKWAY FROM ROLLING GREENS WAY TO PROCTOR AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A"			
		MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$50.00	$3,900.00
2.	ALL MANAGEMENT AND SUPERVISION	1.5	52	$75.00	$5,850.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	$45.00	$1,170.00
b.	Bare Areas	1	12	$45.00	$540.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$45.00	$2,340.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	$45.00	$1,170.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	6	$35.00	$210.00
b.	Shrub Safety Clearance / Shrub Pruning	1	2	$35.00	$70.00
c.	Hedge Shaping / Trimming	1	2	$35.00	$70.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	12		
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	6	$35.00	$210.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$35.00	$910.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$35.00	$182.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$25.00	$650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$25.00	$100.00
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$25.00	$100.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – WORKMAN MILL ROAD MEDIANS AND VINES ON BOTH SIDES OF PARKWAY FROM ROLLING GREENS WAY TO PROCTOR AVENUE = $17,497.00

SCHEDULE OF PRICES
for
LIVE OAK AVENUE MEDIANS FROM 9TH STREET TO MAYFLOWER AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	20.00	$1,560.00
2.	ALL MANAGEMENT AND SUPERVISION	1.5	52	15.00	$1,170.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	15.00	$390.00
b.	Bare Areas	1	12	15.00	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15.00	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	15.00	$390.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	6	15.00	$90.00
b.	Shrub Safety Clearance / Shrub Pruning	1	2	15.00	$30.00
c.	Hedge Shaping / Trimming	1	2	15.00	$30.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	12	15.00	$180.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	6	15.00	$90.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15.00	$390.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	17.00	$88.40
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	10.00	$260.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	5.00	$20.00
i.	Flush and inspect Y-filter at each backflow	1	1	5.00	$5.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	5.00	$20.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – LIVE OAK AVENUE MEDIANS FROM 9TH STREET TO MAYFLOWER AVENUE = $5,673.40

SCHEDULE OF PRICES
for
BALDWIN PARK OFFICE (RMD-1) LANDSCAPE AT 14747 RAMONA BOULEVARD, BALDWIN PARK

		Shaded boxes = "N/A"			
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$55.00	$4,290.00
2.	ALL MANAGEMENT AND SUPERVISION	1.5	52	$55.00	$4,290.00
3.	MOWING	1	43	$25.00	$1,075.00
4.	MECHANICAL EDGING				
a.	Turf Areas	0.5	43	$25.00	$537.50
b.	Groundcover	0.5	12	$25.00	$150.00
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	26	$25.00	$325.00
b.	Bare Areas	0.5	12	$25.00	$150.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	52	$25.00	$650.00
7.	RAKING				
a.	Turf Under Trees	0.5	52	$25.00	$650.00
b.	Planter Beds and Planters	0.5	26	$25.00	$325.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	0.5	6	$25.00	$75.00
b.	Shrub Safety Clearance / Shrub Pruning	0.5	3	$25.00	$37.50
c.	Hedge Shaping / Trimming	0.5	3	$25.00	$37.50
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING	1	1	$25.00	$25.00
11.	AERATION	1	1	$25.00	$25.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52		
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	1	3	$25.00	$75.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	3	$25.00	$75.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$45.00	$1,170.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$15.00	$78.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52		
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$15.00	$60.00
i.	Flush and inspect Y-filter at each backflow	1	1	$15.00	$15.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$15.00	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – BALDWIN PARK OFFICE (RMD-1) LANDSCAPE AT 14747 RAMONA BOULEVARD, BALDWIN PARK = $14,175.50

SCHEDULE OF PRICES
for
7TH AVENUE PARKWAY BETWEEN LOS ROBLES AVENUE AND PALM AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A"			
		MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$50.00	$2,600.00
2.	ALL MANAGEMENT AND SUPERVISION	1	52	$35.00	$1,820.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	$25.00	$650.00
b.	Bare Areas	1	12	$25.00	$300.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$25.00	$1,300.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	$25.00	$650.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	6	$25.00	$150.00
b.	Shrub Safety Clearance / Shrub Pruning	1	2	$25.00	$50.00
c.	Hedge Shaping / Trimming	1	2	$25.00	$50.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	12	$25.00	$300.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	6	$25.00	$150.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$25.00	$650.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$25.00	$130.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$20.00	$520.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$15.00	$60.00
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$25.00	$100.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – 7TH AVENUE PARKWAY BETWEEN LOS ROBLES AVENUE AND PALM AVENUE = $9,505.00

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SCHEDULE OF PRICES
for
GALE AVENUE PARKWAY BETWEEN 7TH AVENUE AND KINBRAE AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$40.00	$2,080.00
2.	ALL MANAGEMENT AND SUPERVISION	1	52	$25.00	$1,300.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	$25.00	$650.00
b.	Bare Areas	1	12	$25.00	$300.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$25.00	$1,300.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	$25.00	$650.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	6	$25.00	$150.00
b.	Shrub Safety Clearance / Shrub Pruning	1	2	$25.00	$50.00
c.	Hedge Shaping / Trimming	1	2	$25.00	$50.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	12	$15.00	$180.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	6	$15.00	$90.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$15.00	$390.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$15.00	$78.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$15.00	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$15.00	$60.00
i.	Flush and inspect Y-filter at each backflow	1	1	$15.00	$15.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$15.00	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – GALE AVENUE PARKWAY BETWEEN 7TH AVENUE AND KINBRAE AVENUE = $7,793.00

SCHEDULE OF PRICES
for
ROSEMEAD BLVD MEDIANS AND BIO-SWALE ON BOTH SIDES OF PARKWAY BETWEEN 210 FREEWAY AND TEMPLE CITY BOUNDARY, INCLUDING FULL PARKWAY FROM GRAYBURN AVENUE TO HUNTINGTON DRIVE

		Shaded boxes = "N/A"			
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$45.00	$3,510.00
2.	ALL MANAGEMENT AND SUPERVISION	1.5	52	$55.00	$4,290.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	26	$25.00	$975.00
b.	Bare Areas	1.5	12	$25.00	$450.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	$25.00	$1,950.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1.5	26	$25.00	$975.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1.5	6	$25.00	$225.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	2	$25.00	$75.00
c.	Hedge Shaping / Trimming	1.5	2	$25.00	$75.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1.5	12	$25.00	$450.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	6	$25.00	$150.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$25.00	$650.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$25.00	$130.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$25.00	$650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$25.00	$100.00
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$25.00	$100.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST - ROSEMEAD BLVD MEDIANS AND BIO-SWALE ON BOTH SIDES OF PARKWAY BETWEEN 210 FREEWAY AND TEMPLE CITY BOUNDARY, INCLUDING FULL PARKWAY FROM GRAYBURN AVENUE TO HUNTINGTON DRIVE = $14,780.00

SCHEDULE OF PRICES
for
COLORADO BOULEVARD MEDIANS FROM ROSEMEAD BOULEVARD TO MICHILLINDA

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	$35.00	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	$25.00	$650.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	26	$25.00	$325.00
b.	Bare Areas	0.5	12	$25.00	$150.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	52	$25.00	$650.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	26	$25.00	$325.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	0.5	6	$25.00	$75.00
b.	Shrub Safety Clearance / Shrub Pruning	0.5	2	$25.00	$25.00
c.	Hedge Shaping / Trimming	0.5	2	$25.00	$25.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	12	$25.00	$150.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	6	$25.00	$150.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	$25.00	$650.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.1	52	$25.00	$130.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	$15.00	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solution for cleaning		AS-NEEDED	AS-NEEDED	
h.	Flush and inspect Y-filter at each RCV	1	4	$15.00	$60.00
i.	Flush and inspect Y-filter at each backflow	1	1	$15.00	$15.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	4	$15.00	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – COLORADO BOULEVARD MEDIANS FROM ROSEMEAD BOULEVARD TO MICHILLINDA AVENUE = $4,740.00

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SCHEDULE OF PRICES
FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR SAN GABRIEL VALLEY MEDIANS (2013-PA014)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

	LOCATIONS	MONTHLY (UNIT) COST	NO. OF MONTHS	ANNUAL PRICE (Monthly Cost X No. of Months)
1	HUNTINGTON DRIVE MEDIANS	$1,319.63	12	$15,835.50
2	MICHILLINDA AVENUE MEDIANS	$1,586.00	12	$19,032.00
3	POTRERO GRANDE DRIVE MEDIANS	$310.75	12	$3,729.00
4	PARAMOUNT SLOPES AND MEDIANS	$892.92	12	$10,715.00
5	WORKMAN MILL ROAD MEDIANS	$1,458.08	12	$17,497.00
6	LIVE OAK AVENUE MEDIANS	$472.78	12	$5,673.40
7	BALDWIN PARK OFFICE	$1,181.29	12	$14,175.50
8	7TH AVENUE PARKWAY	$792.08	12	$9,505.00
9	GALE AVENUE PARKWAY	$649.42	12	$7,793.00
10	ROSEMEAD BLVD MEDIANS	$1,231.67	12	$14,780.00
11	COLORADO BLVD MEDIANS	$395.00	12	$4,740.00
	ANNUAL PRICE FOR SAN GABRIEL VALLEY MEDIANS			**$123,475.40**

	AS-NEEDED SERVICES	HOURLY RATE	NO. OF HOURS	PRICE (Hourly Rate X No. of Hours)
1	TURF RESEEDING/RESTORATION	25	100	$2,500.00
2	TURF AND PLANT FERTILIZATION	25	100	$2,500.00
3	DISEASE/INSECT/RODENT CONTROL	35	100	$3,500.00
4	RESET RAIN SENSOR	35	100	$3,500.00
5	REPAIR IRRIGATION SYSTEM	35	100	$3,500.00
6	MANUAL WATERING	25	100	$2,500.00
7	INSPECT SALT BUILDUP & INJECT SOLUTION	25	100	$2,500.00
8	LOW IMPACT DEVELOPMENT (LID)	25	100	$2,500.00
9	PLANTING OPERATIONS	25	100	$2,500.00
	PRICE FOR AS-NEEDED SERVICES			**$25,500.00**

TOTAL PROPOSED ANNUAL PRICE FOR SAN GABRIEL VALLEY MEDIANS (Annual Price for San Gabriel Valley Medians + As-Needed Services)	**$148,975.40** + .04

GK

SCHEDULE OF PRICES
FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR SAN GABRIEL VALLEY MEDIANS (2013-PA014)

Signature of Person Authorized to Submit Proposal	
Title of Authorized Person: BRANCH MANAGER	Date: 1/8/14
State Contractor's License Number: 970508	License Type: D49 - TREE SERVICE; C27 - Landscape
Proposer's Address: 4134 TEMPLE CITY BLVD ROSEMEAD CA 91770	
Phone: (626) 377-9748	Mobile: (818) 402-2071
E-Mail: Joe.espinoza@landcare.com	Facsimile: (626) 376-9176

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 proposer is excepted from the Program.

Company Name:	TRUGREEN LANDCARE
Company Address:	4134 TEMPLE CITY BLVD.
City: ROSEMEAD	State: CA Zip Code: 91770
Telephone Number:	626/377-9748
(Type of Goods or Services):	LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

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: JOE ESPINOZA	Title: BRANCH MANAGER
Signature:	Date: JANUARY 9, 2014

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FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: COUNTY OF LOS ANGELES DEPT OF PUBLIC WORKS
SERVICE BY PROPOSER LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSAL DATE: JANUARY 9, 2014

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer 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 proposer. The proposer may attach any additional information or explanation of date which the proposer 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

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.	60	63	54	27	109	313	119
2. Total dollar amount of Contracts (in thousands of dollars).	1356	1279	1115	498	2130	6378	2178
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	1	0	4	0	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	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.

JOE ESPINOZA
Name of Proposer or Authorized Agent (print)

Signature

1-9-14
Date

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FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, JOE ESPINOZA

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

of TRUGREEN LANDCARE
Name of proposer

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 the Los Angeles County 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 _____ Date 1-9-14

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FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSER NAME: TRUGREEN LANDCARE

PROPOSED CONTRACT FOR: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses 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: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-19-06 - PRESENT
DEPT/ DISTRICT:	DEPT OF PUBLIC WORKS/ EAST LA ST. MEDIANS DIST 4
CONTACT:	JASON SIMMONS
TELEPHONE:	562-869-1176
FAX:	562-862-3718
E-MAIL:	JSIMMON@DPW.LACOUNTY.GOV

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-31-07 - PRESENT
DEPT/DISTRICT:	DEPT OF PUBLIC WORKS/ ROAD MAINT DIST 3 MEDIANS
CONTACT:	TIM BABICH
TELEPHONE:	310 348-6448
FAX:	310 649-0402
E-MAIL:	TBABICH@DPW.LACOUNTY.GOV

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 11-2008/PRESENT
DEPT/ DISTRICT:	OFFICE OF EDUCATION/ LA COUNTY
CONTACT:	JEMA ESTRELLA
TELEPHONE:	562-922-8981
FAX:	562-940-1845
E-MAIL:	ESTRELLA_JEMA@LACOE.EDU

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 2-23-09 - PRESENT
DEPT/DISTRICT:	DEPT OF PUBLIC WORKS/ ROAD MAINT DIST 141/241
CONTACT:	ERIC FONG
TELEPHONE:	626-458-5100
FAX:	626-458-4194
E-MAIL:	FRFONG@DPW.LACOUNTY.GOV

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-2006/PRESENT
AGENCY/ FIRM:	CITY OF SO PASADENA
ADDRESS:	1414 MISSION ST SO PASADENA, CA 91030
CONTACT:	MARCELINO AGUILAR
TELEPHONE:	626-403-7376
FAX:	626-403-7371
E-MAIL:	MAGUILAR@CI.SOUTH-PASADENA.CA.US

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 02-2009/PRESENT
AGENCY/ FIRM:	CITY OF ROSEMEAD
ADDRESS:	8838 E VALLEY BLVD ROSEMEAD, CA 91770
CONTACT:	JOHN SCOTT
TELEPHONE:	626-569-2261
FAX:	626-569-2118
E-MAIL:	JSCOTT@CITYOFROSEMEAD.ORG

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 08-2003/PRESENT
AGENCY/ FIRM:	CITY OF COVINA
ADDRESS:	125 E COLLEGE ST COVINA, CA 91723
CONTACT:	FRANK CISNEROS
TELEPHONE:	626-858-7279
FAX:	626-858-7271
E-MAIL:	FCISNEROS@CI.COVINA.CA.US

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 7-1-04 - PRESENT
AGENCY/ FIRM:	CITY OF BEVERLY HILLS
ADDRESS:	455 N REXFORD DR BEVERLY HILLS, CA 90210
CONTACT:	DAVID GARRARD
TELEPHONE:	310-285-2531
FAX:	310-274-9571
E-MAIL:	DGARRARD@BEVERLYHILLS.ORG

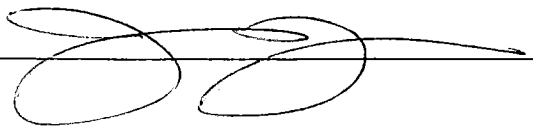
FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Address	4134 TEMPLE CITY BLVD ROSEMEAD, CALIFORNIA 91770
Internal Revenue Service Employer Identification Number	36-4313318

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies 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 proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☑ YES ☐ NO
3.	The proposer 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 proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☑ YES ☐ NO

Proposer	TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Authorized representative	JOE ESPINOZA
Signature	
Date	1-9-14

FORM PW-8

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that 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 service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services. N/A

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
N/A	N/A	N/A	N/A

FORM PW-9

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

All proposers 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: 526079O1

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** N/A

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

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 Proprietorship	☑ GENERAL Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 59

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			3		54	1
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White					1	

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

	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

V. **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:
	BRANCH MANAGER	1-9-14

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

Signature	Title BRANCH MANAGER
Firm Name TRUGREEN LANDCARE	Date 1-9-14

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP	Date of Request:
Project Title: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES	Project No. 2013-PA014

A **Solicitation Requirements Review** is being requested because the Proposer 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, Proposer 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 Proposer: _____

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FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Company Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
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
Proposer 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 Proposer 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	YES	NO
Proposer 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)

Signature

1-9-14
Date

JOE ESPINOZA BRANCH MANAGER
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP		
COMPANY ADDRESS: 4134 TEMPLE CITY Blvd.		
CITY: ROSEMEAD	STATE: CA	ZIP CODE: 91770

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: JOE ESPINOZA	TITLE: BRANCH MANAGER
SIGNATURE:	DATE: 1-9-14

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

☒ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____ **DATE:** 01-09-14

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

☑ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

NOT FOR BRANCH 6354

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** 1-9-14

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FORM PW-16

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Proposer's Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
Address

☑ **If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

Signature of Proposer: _____ Date: 1-9-14

FORM PW-17

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

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: JOE ESPINOZA	Title: BRANCH MANAGER
Signature:	Date: 1-9-14

ENCLOSURE A
FORM PW-18.1

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the Stateof California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov.

☒ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: TRUGREEN LANDCARE	County Webven No. 52607901
Print Authorized Name: JOE ESPINOZA	Title: BRANCH MANAGER
Authorized Signature:	Date: 01-09-14

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

ADDRESS: 4134 TEMPLE CITY BLVD. ROSEMEAD, CA 91770

TELEPHONE: 626-377-9748

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION (DEDICATED/PRIMARY BACKUP)
PICK UP TRUCK	FORD	F350	2011	ED23190 1FDSX30L73	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
PICK UP TRUCK	FORD	F350	2003	1FT7X3AT9 BEA88184	FAIR	OPERATIONAL	ROSEMEAD	DEDICATED
PICK UP TRUCK	FORD	F350	2003	1FDWF36LX3 EB18507	FAIR	OPERATIONAL	ROSEMEAD	DEDICATED
BACKPACK BLOWER	STIHL	BR500	2013	295400235	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
BACKPACK BLOWER	STIHL	BR500	2013	295400233	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
BACKPACK BLOWER	STIHL	BR500	2013	29500221	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
STRING TRIMMER	STIHL	FS100ZX	2013	294958574	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
STRING TRIMMER	STIHL	FS100RX	2013	294958579	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
STRING TRIMMER	STIHL	FS250R	2013	29050594	GOOD	OPERATIONAL	ROSEMED	DEDICATED
HEDGE TRIMMER	STIHL	HS-BLR CA	2013	282039431	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
HEDGE TRIMMER	STIHL	HL100CA	2013	294069893	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
HEDGE TRIMMER	STIHL	HL100K	2013	293136407	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
WEEDER	SHINDAIWA	T262	2013	T09711001695	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
WEEDER	SHINDAIWA	T262	2013	T09711001700	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
WEEDER	SHINDAIWA	T262	2013	T09711002226	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
MOWER	TORO	FG27	2012	FC150VFG27	GOOD	OPERATIONAL	ROSEMEA	DEDICATED
MOWER	EXMARK	J180V	2012	312623969	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED

FORM PW-20

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**

   ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
TRUGREEN LANDCARE	JANUARY 1994 PRESENT	LANDSCAPE MAINTENANCE	250

*List the page number in the proposal containing the proposer's experience.

   ☐ No. Proposer does not meet the experience requirement stated above.

2. Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. **Subcontracting is not allowed to meet this requirement.**

   ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's on-site supervising employee(s) name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
JESUS REYES	AUGUST 17, 2006 PRESENT	LANDSCAPE MAINT SERVICES	251
JULIAN LOPEZ ARVIZU	APRIL 7, 2009 PRESENT	LANDSCAPE MAINT SERVICES	252

*List the page number in the proposal containing the proposer's on-site supervising employee(s)' resume/experience.

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☐ No. Proposer's on-site supervising employee(s) does not meet the experience requirement stated above.

3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. **Subcontracting is not allowed to meet this requirement.**

☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
C27 / D49	970508	TRUGREEN LANDCARE	02-29-12 TO 02-28-14

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

4. Proposer and/or its Subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.

☒ Yes. Please complete the chart below.

Type of Certification	Name of Certification Holder	Valid/Active Dates
CERTIFIED ARBORIST	DAVID EVANS	DEC 12, 2009 THROUGH DEC 31, 2015

☐ No. Proposer and/or its Subcontractor(s) does not have the certification as stated above.

5. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
B	319160	TRUGREEN LANDCARE	01-01-14 THROUGH 12-31-15	NO

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

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6. Proposer's and/or its Subcontractor(s) employee must submit a copy of a valid and active State of California Agricultural Pest Control Qualified Applicator license.

☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
B	127627	DAVID G. EVANS	01/01/13 TO 12/31/14	NO

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name: TRUGREEN LANDCARE	
Authorized representative Name: JOE ESPINOZA	
Signature:	Date: 01-09-14

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FORM PW-20 #2

TruGreen LandCare, Branch 6354, A California General Partnership, founded September 1, 1999 through the successful acquisition of many top landscape companies, has over 40 years of experience and knowledge to service our customers. We provide professional landscape maintenance to many city and public work projects.

Organization –
Joe Espinoza/Branch Manager (Facilitates the overall operation)
Over 7 years experience with TruGreen LandCare but brings 15 years experience in logistics with the US Army Reserves.

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member
Luis Casillas/Crew Member
Francisco Torres/Crew Member
Diego Ramos/Crew Member

TruGreen LandCare meets all requirements as stated in Part 1Section 1.B with valid licences and minimum years of experience. The minimum years of experience is met with the current contrant of Landscape and Grounds Mantenenace Services for East Los Angeles Medians which spans over five years.

The staff listed above have in part or whole been engaged in the contract, specifically the supervisors, to meet the minimum requirement of three years experience.

As one of the largest landscape maintenance providers in the industry, TruGreen LandCare has the equipment and purchasing resources to meet your demands. We are constantly evaluating and modifying our equipment to best serve our clientele and the demands of each site we service. In-house mechanics, outsourced equipment vendors and the pooled resources of a nationwide company keep our equipment fleet operating and at your disposal.

Jesus Reyes

[redacted]

2006 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Julian Lopez Arvizu

[redacted]

2009 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

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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			
Company Address: 4134 TEMPLE CITY BLVD			
City: ROSEMEAD	State: CA	Zip Code: 91770	
Telephone Number: 626-377-9748	Facsimile Number: 626-376	Email Address: JOE.ESPINOZA@LANDCARE.COM	
Awarding Department: PUBLIC WORKS		Contract Term:	
Type of Service: LANDSCAPE MAINT SERVICE			
Contract Dollar Amount:		Contract Number (if any): 2013-PA014	

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)*** 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.

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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:	TITLE:	
SIGNATURE:		DATE:

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.

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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.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

☒ 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 **$11.84 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 $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 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 $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 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	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE: 01-09-14
PLEASE PRINT NAME: JOE ESPINOZA	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 RFP 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**
NO, NOT FOR BRANCH 6354

☐ 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**
NO, NOT FOR BRANCH 6354

☐ 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 proposer'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**
NO, NOT FOR BRANCH 6354

☐ 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.

Owner's/Agent's Authorized Signature

JOE ESPINOZA, BRANCH MANAGER
Print Name and Title

TRUGREEN LANDCARE
Print Name of Firm

1-09-14
Date

2 of 2

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. N/A FOR BRANCH 6354

Print Name of Firm: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP	Print Name of Owner: N/A
Print Address of Firm: 4134 TEMPLE CITY BLVD	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: ROSEMEAD CA 91770	Print Name and Title: JOE ESPINOZA BRANCH MANAGER

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-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: TRUGREEN LANDCARE

Name of Proposer's Health Plan: BLUE CROSS/BLUE SHIELD Date: 01-09-14

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Proposer'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	$	
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	

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ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
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: DOES NOT INCLUDE LABORER OR LABORER DRIVER

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

☒ Is defined as an employee who is employed more than 35 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.

TRUGREEN LandCare®

November 2013

Dear TruGreen LandCare Associate:

To engage the best and most talented individuals, we recognize that we must provide a total compensation program that serves the diverse needs of our employees and their families.

The nation as a whole is grappling with the question of how to structure health insurance that addresses the issues of access, cost, and personal responsibility. Rising benefit costs are affecting employers nationwide. Recent surveys show that premium increases are ranging from 8% to 20% and many companies are increasing employee contributions and out-of-pocket costs. The Affordable Care Act (ACA), which is often referred to as Obama Care, has had a significant effect on both employers and employees. We continue to offer health insurance plans that meet the ACA's requirements. Beginning in 2014, under the ACA's individual mandate, most individuals (adults and children) may be required to have health coverage. You and your dependents may be required to have health insurance beginning January 1, 2014. If you and your dependents do not have health insurance, you may have to pay a penalty when you file your taxes. For more information, please go to www.HealthCare.gov.

Recently, we have conducted a comprehensive review of our benefits program. As part of that review, we looked at benefits and costs compared other employers, the increase in health care premiums over time and the portion of that which has been passed on to our employees, and ensuring that we provide employees with a choice of both a PPO medical plan as well as a consumer driven medical plan with a Health Savings Account. Going forward, both TruGreen LandCare and its employees will share higher costs. We will ask you to bear a proportionate share of the increase of the benefits you receive. We are also changing our medical plan options to manage costs while offering you comprehensive coverage. These changes will continue to bring us in line with other employers.

Please take the time to review all of the options available to you. You may evaluate the options and decide that you and/or your dependents may be eligible for premium assistance or coverage through Medicaid or a Children's Health Insurance Program (CHIP) through your state. You may decide that one of the choices available to you on the new Health Insurance Marketplace at www.HealthCare.gov may meet the needs of you and your family. We encourage you to carefully evaluate your options by learning more. The more you know about your options, the better your choice will be.

TruGreen LandCare remains committed to providing a competitive compensation program. If you have questions regarding your benefits, do not hesitate to contact the TruGreen LandCare Benefits Service Center at 866-900-3062.

Thank you for your continued commitment to TruGreen LandCare.

Vidu Kulkarni
CEO

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TRUGREEN LandCare™

Benefits Guide











2014

IMPORTANT NOTICE

This Benefit Guide related to our health care plan includes a notice regarding how the plan's prescription drug coverage compares to Medicare Part D. If you or a covered family member is also enrolled in Medicare Parts A or B, but not Part D, you should read the Medicare Part D notice carefully. It is titled, "Important Notice from TruGreen LandCare About Your Prescription Drug Coverage and Medicare."

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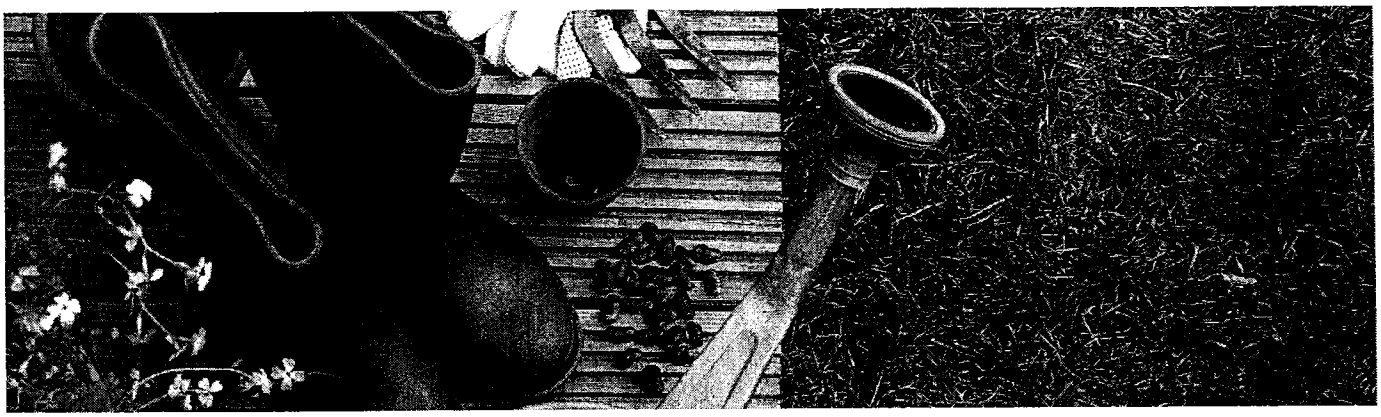
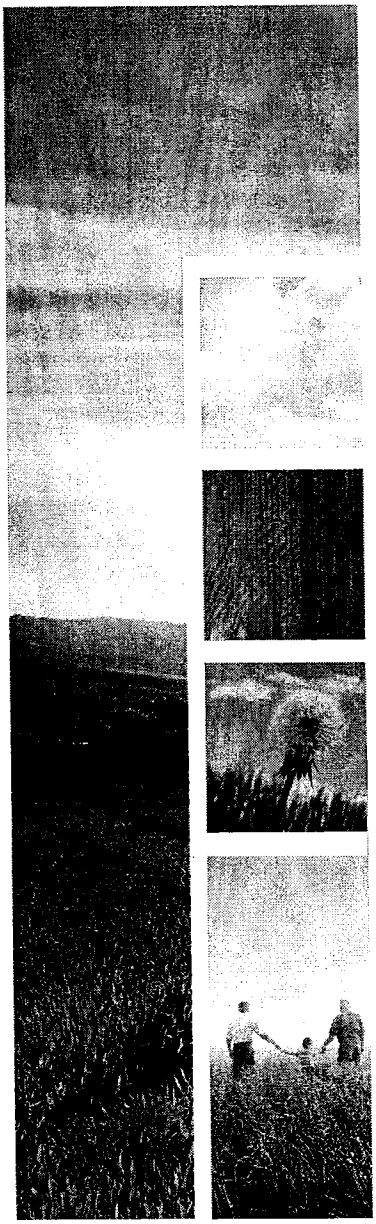


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BENEFITS AT A GLANCE



Medical/Rx Plans

- Insurance Provider: Blue Cross Blue Shield of Tennessee (BCBST)
- Premiums: Employer/Employee paid
- Plan Options: Choice PPO Medical Plan and Smart Saver Medical Plan

Health Savings Account

- Account Provider: Wells Fargo Bank
- Contributions: Employee paid
- Eligibility: Employees enrolled in the Smart Saver Medical plan
- Annual maximum contribution: $3,250 for single coverage; $6,450 for family coverage
- Annual Catch-Up contributions for employees age 55 and older: $1,000

Flexible Spending Accounts

- Insurance Provider: Discovery Benefits
- Contributions: Employee paid
- Health Care Flexible Spending Account
- Dependent Day Care Flexible Spending Account
- Annual maximum contribution: $2,500 for health care
- Annual maximum contribution: $5,000 for dependent day care

Dental Plan

- Insurance Providers: MetLife & CIGNA
- Premiums: Employee paid
- Plan Options: Base PPO, Buy-Up PPO, and DHMO

Vision Plan

- Insurance Provider: EyeMed
- Premiums: Employee paid
- Plan Option: PPO

Basic and Voluntary Life Insurance

- Insurance Provider: Lincoln Financial Group
- Employer Paid - Basic Employee Life: 1x annual salary up to $300,000
- Employee Paid - Voluntary Employee Life: increments up to 5x earnings
- Employee Paid - Voluntary Dependent Life: increments up to $100,000/$25,000

Voluntary Accidental Death and Dismemberment (AD&D) Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employee Paid
- Voluntary AD&D (Employee): increments up to $750,000
- Voluntary AD&D (Spouse): 60% of your coverage up to $450,000
- Voluntary AD&D (Child): 30% of your coverage up to $25,000

Short Term Disability Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employer paid
- Benefits begin on the 8th day for injury or sickness for up to 13 weeks
- Benefit is 60% or 80% of your basic earnings depending on years of service

Long Term Disability Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employee paid
- Benefits begin after 90 days of disability and can continue up to age 65
- Options: 50% or 60% of monthly earnings up to $10,000

Legal Services

- Insurance Provider: Hyatt Legal Services (A MetLife Company)
- Premiums: Employee paid

Business Travel Accident Insurance

- Insurance Provider: Zurich
- Premiums: Employer paid

401(k) Retirement Plan

- Retirement Plan Provider: Prudential
- Contributions: Employer/Employee Paid

Other Benefits

- Employee Assistance Program (EAP)
- Tuition Reimbursement – Reimbursement for tuition and books up to $1500 per year
- Holidays – Seven (7) paid holidays per year
- Vacation – Annual vacation accrual based on length of employment
- Other Paid Leave – Funeral leave, jury/witness duty, and voting time off
- LifeKeys Services – Will preparation, online Guidance Resources, and Identity Theft protection
- TravelConnect – travel assistant services

CONTACTS

If you have questions about your benefits, please contact the administrator listed below, or the TruGreen LandCare Benefits Service Center at (866) 900-3062.

Benefits	Plan Number	Administrator	Website/Phone
TruGreen LandCare Benefits Service Center	n/a	ADP	https://portal.adp.com (866) 900-3062 code = trugreen-1234
Medical and Prescription (including mail order pharmacy)	125171	BlueCross BlueShield of Tennessee (BCBST)	www.bcbst.com (800) 565-9140
Health Savings Account		Wells Fargo Bank	www.wellsfargo.com/hsa (866) 884-7374
Dental PPO	147758	MetLife	www.metlife.com/mybenefits (800) 942-0854
Dental HMO	3334966	CIGNA	www.cigna.com (800) 244-6224
Vision	9821851	EyeMed Vision Care	www.eyemedvisioncare.com (866) 723-0514
Flexible Spending Accounts		Discovery Benefits	www.discoverybenefits.com (866) 451-3399
Basic and Voluntary Employee Life Dependent Life Insurance Accidental Death & Dismemberment Short Term Disability Long Term Disability	000010144566 000403001369 000010145049 000010144567	Lincoln Financial Group	www.lfg.com (800) 423-2765
Legal Services	609/0252	Hyatt Legal Plans	www.legalplans.com (800) 821-6400
Business Travel Accident Insurance	GTU-4380843	Zurich	US/Canada: (800) 263-0261 Outside US/Canada: (416) 977-0277
401(k) Retirement Plan	767561	Prudential	www.prudential.com/online/retirement (877) 778-2100
Employee Assistance Program (EAP)		Lincoln Financial Group	www.eapadvantage.com password = connect (877) 757-7587
LifeKeys		Lincoln Financial Group	www.Lincoln4Benefits.com (855) 891-3684 Web ID = LifeKeys
TravelConnect	000010144566	Lincoln Financial Group / MEDEX Assitance Corporation	www.Lincoln4Benefits.com (800) 527-0218 ID number = 322541
Health Insurance Marketplace			www.healthcare.gov
Medicaid/CHIP		State Medicaid/CHIP	See your state listing in the Medicaid section of this Benefits Guide
COBRA		Discovery Benefits	(866) 451-3399

ELIGIBILITY

Eligibility for employees and dependents is defined as follows:

EMPLOYEES

- Regular, Full Time employees who are scheduled to work 30 or more hours per week. [Laborers, Seasonal, Temporary, and Part Time (scheduled to work less than 30 hours per week) employees are not eligible.]

While not all employees are eligible for the full benefits package, Laborers, Seasonal, Temporary, and Part Time (scheduled to work less than 30 hours per week) employees are eligible for a select set of benefits. Please refer to the sections in this Benefits Guide that indicate that all employees are eligible are eligible to identify that select set of benefits.

DEPENDENTS

- Your legal spouse, unless eligible for health benefits through his/her employer
- Your dependent children to age 26. Children include natural children, stepchildren, foster children, adopted children, children placed for adoption, and children the employee is legally obligated to support.

Special Dependent Eligibility Rule for CA Employees only for Medical, Dental, and Vision:

- Your registered domestic partner, unless eligible for health benefits through his/her employer. A registered domestic partner must have a Certificate of Registration of Domestic Partnership from the state of CA.
- Dependent children of your registered domestic partner to age 26

Beginning in 2014, if you add a dependent to your benefits, you will be required to provide proof (e.g. marriage certificate, birth certificate) that your dependent meets the eligibility requirements to be covered under the benefit plans. If you are unable to provide proof of eligibility, the dependent will not be added to your coverage. In addition, during 2014, TruGreen LandCare will conduct a dependent eligibility audit. We will ask all employees with dependents to provide proof that each enrolled dependent meets the eligibility requirements under the benefit plans. If during this audit, you are unable to provide proof of eligibility, the ineligible dependent will be removed from the plan. Please note that you may be required to reimburse TruGreen LandCare for any claims paid on behalf of the ineligible dependent for the period for which your dependent was ineligible. Please refer to the Summary Plan Description for additional information on dependent eligibility.





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BENEFIT ELECTIONS OR CHANGES

Generally, benefit elections or changes can only be made at specific times during the plan year. These times include at the time of hire/rehire, open enrollment, becoming newly eligible for benefits, or due to a qualifying event.

NEW HIRES/REHIRES

If eligible, you must enroll in your benefits by the day prior to the first of the month coincident with or following 60 days of employment. After this initial opportunity, you can only enroll in or make changes to your benefits during certain times, such as due to a qualifying event or open enrollment. Each benefit has a waiting period. Therefore, your benefits effective dates vary for each benefit. Please refer to the chart below for the effective dates.

New Hires/Rehires Eligibility	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following 60 days of employment
Basic Life, Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following 3 months of employment
STD, LTD	On the date following completion of 12 consecutive months of employment

For example, an employee with a hire date of March 1, 2014, Medical, Health Savings Account, Dental, Vision, Health Care FSA, and Dependent Care FSA will be effective on May 1, 2014; Basic Employee Life, Voluntary Employee Life, Dependent Life, AD&D, and Legal Services will be effective on June 1, 2014; and Short Term Disability and Long Term Disability will be on March 1, 2015. Please refer to the Summary Plan Description for additional information.

NEWLY ELIGIBLE

When you become newly eligible for benefits, you must enroll within 30 days of the date that you become eligible for benefits. Most benefits become effective on the first of the month following the date of the event (e.g. Part Time to Full Time, job code/title change, seasonal to non-seasonal) as long as you have met the new hire/rehire waiting period. Each benefit has a waiting period. Therefore, your benefits effective dates vary for each benefit. Please refer to the chart below for the effective dates.

Newly Eligible	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following the event date
Basic Life, Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following the event date
STD, LTD	On the date following completion of 12 consecutive months of employment, including any time worked as ineligible

For example, an employee who is promoted to a benefits eligible position on March 1, 2014, Medical, Health Savings Account, Dental, Vision, Health Care FSA, and Dependent Care FSA, Basic Employee Life, Voluntary Employee Life, Dependent Life, AD&D, and Legal Services will be effective on April 1, 2014; and Short Term Disability and Long Term Disability will begin on the date following completion of 12 months of consecutive employment. Time worked in an ineligible class counts toward the 12 consecutive months. Please refer to the Summary Plan Description for additional information.

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ANNUAL OPEN ENROLLMENT

Eligible employees may make changes during open enrollment. Open enrollment typically takes place in November each year. Generally, benefits elected during open enrollment become effective on January 1. **Open Enrollment for the 2014 plan year will be from November 12, 2013 through November 21, 2013 at 12:00 midnight, ET.**

QUALIFYING EVENTS

If you experience a qualifying event during the year, you may be permitted to make changes to your benefits as long as the changes requested are consistent with the qualifying event. You have 31 days from the date of the event to elect your benefits.

Qualifying events, as defined by the IRS, include, but are not limited to, the events listed below.

- Birth or adoption
- Marriage
- Divorce or legal separation
- Increase or decrease in work hours, e.g. part-time to full-time or vice versa
- Dependent gains or loses eligibility for coverage
- Dependent gains or loses coverage under another plan
- Gain or loss in eligibility for Medicare or Medicaid
- Significant change in cost of dependent care services for Dependent Care FSA

Benefits become effective on the first of the month following or coincident with the qualifying event, unless the qualifying event is a birth or adoption. If a birth or adoption occurs, benefit elections will become effective on the date of the birth or adoption. Please refer to the chart below for the effective dates.

Qualifying Events	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following the event date
Basic Life	n/a
Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following the event date
STD, LTD	n/a

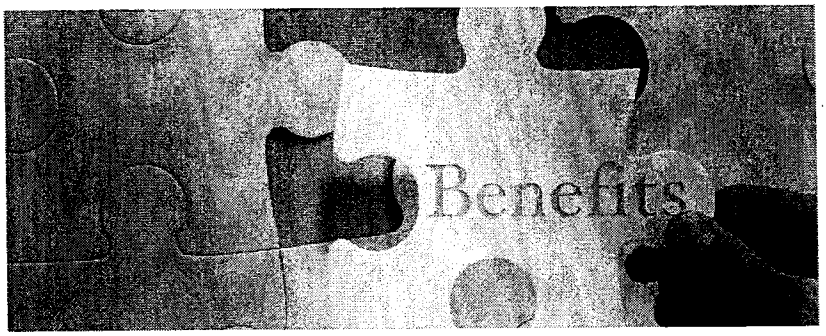
For example, if an employee gets married on March 1, 2014, benefits become effective on April 1, 2014. Please refer to the Summary Plan Description for additional information.

PAYING FOR YOUR BENEFITS

If you are an hourly employee and are paid weekly, you pay for your benefits on a weekly basis with premiums based on 52 pay periods in the year. If you are a salaried employee and are paid semimonthly, you pay for your benefits on a semimonthly basis with premiums based on 24 pay periods in the year. Premiums are either paid on a pre-tax basis or on an after-tax basis depending on the benefit. You should review your paycheck carefully each pay period to ensure that your deductions are correct based on your benefit elections. The premiums for each benefit are listed in each section in this Benefits Guide.

If you happen to enroll after your benefits become effective, you will need to pay for the premiums retroactive to the effective date. Your deductions will be doubled in each paycheck until the balance is paid. In addition, if you do not work and are not paid, or do not have sufficient funds in your paycheck to cover your deductions, your deduction amounts go into a deduction balance amount called deductions in arrears. Once you return to work and have sufficient funds, your current benefit deductions will be doubled in each paycheck until the balance is paid. This outstanding deduction balance will be displayed on your paycheck. If you are no longer enrolled in a benefit, but have a balance due, you will be required to pay the entire balance immediately.





HOW TO ENROLL IN YOUR BENEFITS

There are two (2) ways to enroll in your benefits. You can enroll either online through the Benefits Enrollment Portal or by calling the TruGreen LandCare Benefits Service Center.

TRUGREEN LANDCARE BENEFITS ENROLLMENT PORTAL

Through the Benefits Enrollment Portal provided by ADP, you can enroll in or make changes to your benefits, access benefit plan information and benefits forms, and print a confirmation statement.

New User Registration

You must first register before you can log in to the portal to enroll. During registration, you will be assigned a User ID and you will create a password. Go to **https://portal.adp.com** and click on the link First Time Users Register Here, then click Register Now.

Step 1	• Enter the registration code: trugreen-1234. • Click Next.
Step 2	• Verify your Identity • *Note: Be sure to enter your name exactly as it appears on your pay statement; do not enter a nickname. For example; if your legal name is "Thomas", do not enter "Tom".* • Click Next.
Step 3	• Get User ID and Password • *Make note of your User ID and password. You will need them to login next time. Your User ID will look like this: john.doe@Trugreen. Make sure to capitalize the "T" in Trugreen.* • Click Next.
Step 4	• Select Security Questions and Answers • Click Next.
Step 5	• Enter Your Contact Information • *Note: The work or personal email address that you provide here will be used to immediately send your activation code to you, which is required to complete this registration.* • Click Next.
Step 6	• Enter the Activation Code that was just sent to your email address in Step 5. • Click Next.
Step 7	• Review your information • Click Submit

Existing User Login

If you have an existing User ID and password, you can log in and enroll. Go to **https://portal.adp.com** and click on the link User Login. Enter your User ID and password, and click OK. If you have forgotten your password, you can reset your password by clicking on the Forgot your Password link and responding to the security questions.

If you have any trouble registering or logging in, please call the TruGreen LandCare Benefits Service Center at (866) 900-3062.

BENEFITS ENROLLMENT

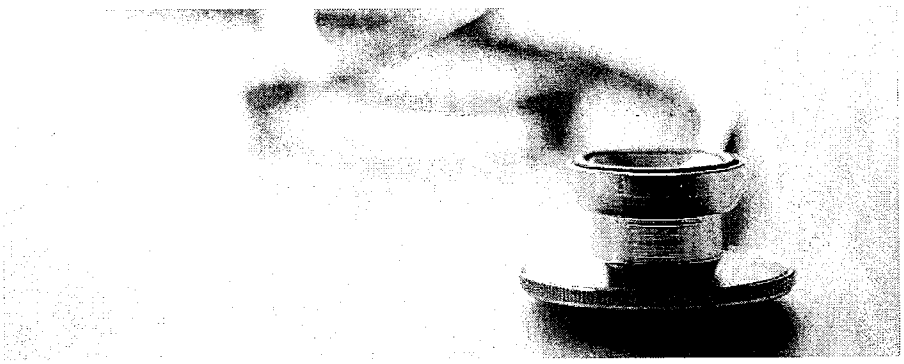
Once logged into the Benefits Enrollment Portal, you can enroll. On the Welcome page, select the Benefits menu, and then click on Health & Welfare. On the enrollment page, click Enroll Today. Follow the directions on each page to enroll in your benefits. Be sure to confirm your benefits enrollment before you exit the system. You can print a confirmation statement of your elections. Save this confirmation statement for your records and proof of your enrollment.

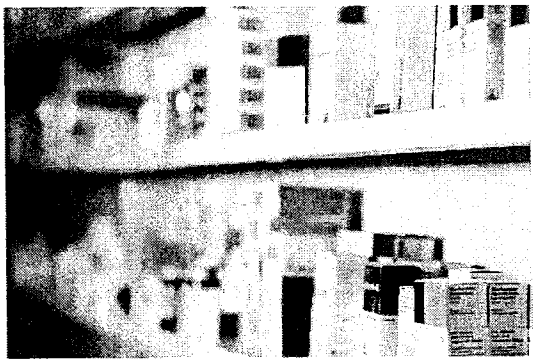
If you have any trouble enrolling in your benefits, please call the TruGreen LandCare Benefits Service Center at (866) 900-3062.

TRUGREEN LANDCARE BENEFITS SERVICE CENTER

Through the TruGreen Landcare Benefits Service Center provided by ADP, you can speak to an enrollment representative who can assist you with enrolling in or making changes to your benefits, questions regarding benefit plan information, and many other benefits related matters. The TruGreen LandCare Benefits Service Center number is (866) 900-3062. Representatives are available Monday – Friday, 8:00 a.m. ET to 6:00 p.m. ET. Translation services are available.

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MEDICAL/RX INSURANCE

TruGreen LandCare offers two (2) medical plans to eligible employees through BlueCross BlueShield of Tennessee (BCBST): Smart Saver Medical Plan and Choice PPO Medical Plan. The main purpose of these medical plans is to provide preventive care services that can help you stay healthy, to treat minor illnesses and injuries, and to protect your finances against the high costs of treating a serious medical condition. The BCBST medical plans contract with a broad network of doctors, hospitals, and other facilities to offer discounted rates. Please refer to the Summary Plan Description for additional information.

You may choose from the two (2) medical options through BCBST, whichever one best meets your needs and the needs of your family, or you may choose to waive medical coverage. You may also research your options through the Health Insurance Marketplace at www.HealthCare.gov for medical coverage or premium assistance. In addition, you may be eligible for coverage or premium assistance through your state Medicaid/CHIP program and find that one of those options may be more affordable and better meet the needs of you and your family. See information in this Benefits Guide for additional details on these options.

Beginning in 2014, under the Affordable Care Act (ACA) individual mandate, most individuals (adults and children) may be required to have health coverage. Therefore, you and your dependents may be required to have health insurance beginning January 1, 2014. If you and your dependents do not have health insurance, you may have to pay a penalty when you file your taxes. For more information, please go to www.HealthCare.gov.

MEDICAL PLAN FEATURES

Under the medical plans, you have the freedom to choose any provider for your medical care. The amounts you and the plan pay depend on the plan option you choose, and whether you receive care from in-network or out-of-network providers. When you choose in-network providers, the plan pays a higher portion of costs and you pay a smaller amount. When you choose out-of-network providers, the plans usually pay a lower portion of costs and you pay a higher amount. When you use an out-of-network provider, you will have a significantly lower level of benefit and significantly higher out-of-pocket costs.

You can also reduce your out-of-pocket costs when you enroll in either a Health Savings Account (HSA) when you enroll in the Smart Saver Medical Plan or a Health Care Flexible Spending Account when you enroll in the Choice PPO Medical Plan or waive medical coverage. See information in this Benefits Guide for additional details on these options.

Deductible

The plans include plan year deductibles. The deductible is the amount you must pay each year before the plan starts paying for services. With the exception of office visit copays (if applicable), provider services, diagnostic procedures, hospital stay, and surgeries apply to your deductible. For those enrolled in family coverage, any individual may meet the single deductible before the plan start paying for benefits for that individual. See the Medical Plans Highlights chart for details.

Coinsurance

Once the plan year deductible is met, the plans pay a percent of the in- or out-of-network allowed benefit expense. See the Medical Plans Highlights chart for details.

Copay

A copayment (copay) is a fixed amount that is paid for a service, usually a provider's office visit. The Choice PPO Medical Plan includes copays for physician and specialist office visits and generic prescriptions. The Smart Saver Medical Plan does not include copays. See the Medical Plans Highlights chart for details.

Out-of-Pocket Maximum

An annual out-of pocket maximum is the maximum amount that you will pay each plan year before the plan pays 100% of the allowed benefit. The maximum includes your deductibles, coinsurance, and copays. This maximum does not include your premiums, amounts over the allowed benefit, or expenses that are not covered by the plan. See the Medical Plans Highlights chart for details.

Preventive Care

The medical plans include coverage per plan year for preventive benefits, including annual physicals, immunizations, and screenings, in most cases at 100% for in-network services. See the Medical Plans Highlights chart for details. You can control your health care expenses by getting a check-up and working with your doctors to manage any conditions that you or your family members may have. You can prevent expensive treatment from ever happening and reduce your out-of-pocket costs. Here are a few of the preventive care services. Contact BCBST for additional information on covered services.

- Well Child Care (to age 6)
- Annual Well Woman Exam
- Annual Mammography Screening (40+)
- Annual Cervical Cancer Screening
- Well Care Services (ages 6+)
- Annual Prostate Cancer Screening (50+)
- Immunizations
- and many more...

Prescription Benefit

Both medical plans provide a prescription benefit for both in- and out-of-network pharmacies. Both plans provide a three-tier prescription benefit for generic, formulary, and non-formulary prescriptions. You can save money by using generic prescriptions so be sure to discuss your prescriptions with your doctor to see if a generic option is available.

Prescriptions expenses under the Smart Saver Medical Plan are applied to the medical plan deductibles and out-of-pocket maximums. The Choice PPO Medical plan expenses are applied to separate prescription deductibles and out-of-pocket maximums. All out-of-network prescriptions require that you pay the difference between the in-network benefit and the out-of-network costs. Therefore, your out-of-pocket costs will be significantly higher when you fill your prescription at an out-of-network pharmacy. See the Medical Plans Highlights chart for details. To find a participating pharmacy in your area, go to www.bcbst.com, click on the Learn About tab, go to Pharmacy, and look under the Resources section for the Plus90 Network link.

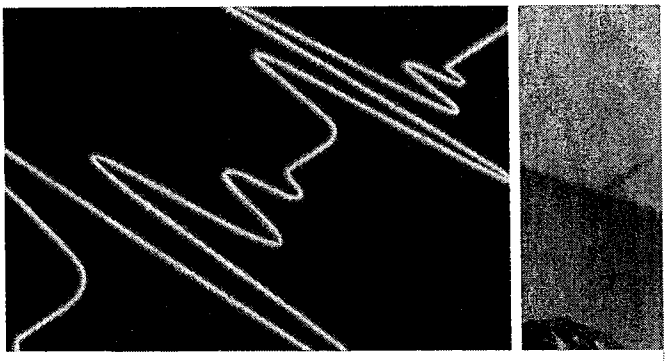
You can also save money by filling your prescriptions through the BCBST prescription mail order program and obtaining a 90-day supply. To learn more, log on to www.bcbst.com or call Customer Service at 1-800-565-9140.

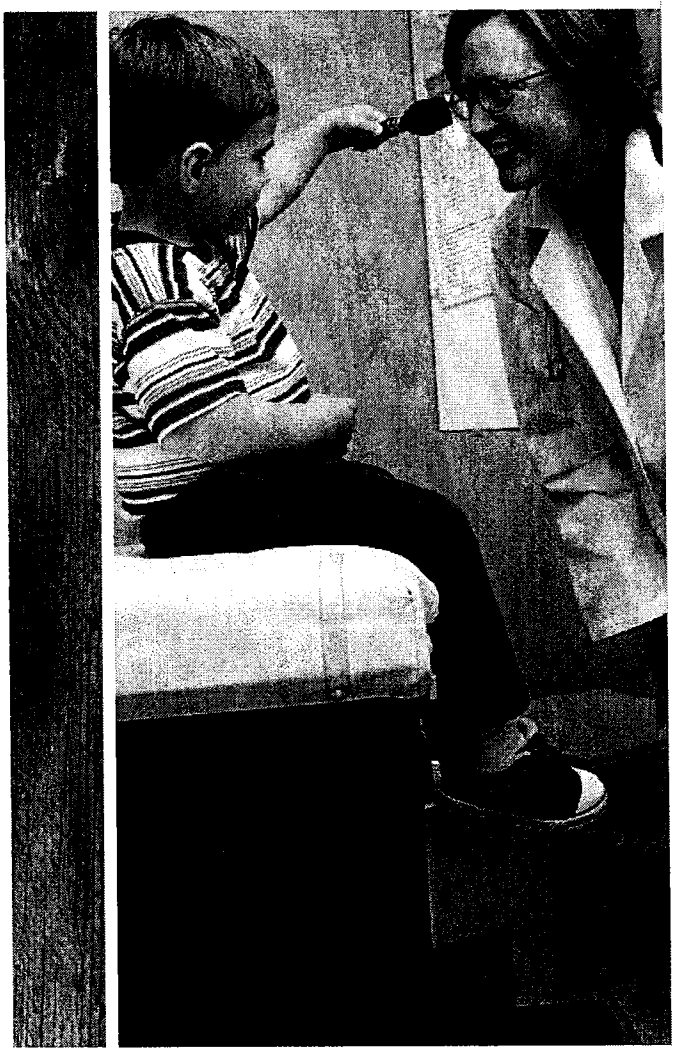
Medical ID Cards

When you enroll in one of the medical plans, BCBST will mail you and your family members medical ID cards. Additional or replacement cards can be obtained by contacting BCBST directly by phone or by printing one online at www.bcbst.com.

Locating an in-network provider

To locate an in-network provider online, log on to www.bcbst.com, from there click on Find a Doctor or call Customer Service at 1-800-565-9140.





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MEDICAL PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the BCBST medical plan options. A full description of services can be found in the Summary Plan Description.

Benefits		2014			
		Smart Saver Medical Plan		Choice PPO Medical Plan	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible	Single	$3,000	$6,000	$5,000	$10,000
	Family	$9,000	$18,000	$10,000	$20,000
Coinsurance After Deductible	Plan Pays	70% after deductible	50% after deductible	70% after deductible	50% after deductible
	You Pay	30% after deductible	50% after deductible	30% after deductible	50% after deductible
Annual Out-of-Pocket Maximum	Single	$6,000	$12,000	$6,350	$11,500
	Family	$12,700	$27,000	$11,500	$23,000
Preventive Care		100% no deductible	50% no deductible	100% no deductible	50% no deductible
Physician Office Visit		70% after deductible	50% after deductible	100% after $30 copay	50% after deductible
Specialist Office Visit		70% after deductible	50% after deductible	100% after $40 copay	50% after deductible
Emergency Services		70% after deductible	70% after deductible	70% after deductible	70% after deductible
Inpatient/Outpatient		70% after deductible	50% after deductible	70% after deductible	50% after deductible
Lifetime Maximum		Unlimited		Unlimited	
Prescription Drugs		**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**
Annual Deductible	Single	applied to annual medical deductible		$50	
	Family			$100	
Retail (30 day supply)	Generic	70% after deductible	50% after deductible	100% after $8 copay	50% after deductible
	Formulary	70% after deductible	50% after deductible	75% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible
	Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible
Mail Order (90 day supply)	Generic	70% after deductible	50% after deductible	100% after $21 copay	50% after deductible
	Formulary	70% after deductible	50% after deductible	75% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible
	Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible

MEDICAL PLAN PREMIUMS (PAID ON A PRE-TAX BASIS)

Coverage Level	Smart Saver Medical Plan	Choice PPO Medical Plan
Weekly Premiums		
You only	$17.76	$29.43
You +1 dependent	$27.63	$50.03
You +2 dependent	$31.66	$60.60
You +3 or more dependents	$36.67	$69.57
Semi-Monthly Premiums		
You only	$38.48	$63.76
You +1 dependent	$59.88	$108.39
You +2 dependent	$68.60	$131.31
You +3 or more dependents	$79.45	$150.74

HEALTH SAVINGS ACCOUNT (HSA)

TruGreen LandCare provides eligible employees the opportunity to open a Health Savings Account through Wells Fargo Bank. A Health Savings Account (HSA) is a bank account that you own that allows you to set aside pre-tax dollars from your paycheck to pay for many of your health care expenses.



HEALTH SAVINGS ACCOUNT FEATURES

When you enroll in the Smart Saver Medical Plan, you have the opportunity to open a Health Savings Account. By paying for your out-of-pocket expenses with pre-tax dollars, you reduce the amount of your taxable income. In order to open a Health Savings Account, you must be enrolled in the Smart Saver Medical Plan. Employees enrolled in the Smart Saver Medical Plan cannot participate in the Health Care FSA. You will be required to complete a Health Savings Account Authorization Form to finalize your enrollment.

Contributions

Since enrolling in the Smart Saver Medical Plan offers you premium savings as compared to the Choice PPO plan, you should consider contributing the difference in the cost of the plans. Your take home pay will be the same as if you elected the other plan, but you will have the money in your Health Savings Account to use for expenses rather than on premium costs. In addition, you might want to consider contributing your annual deductible up to the annual maximums listed below.

- The minimum annual contribution through pre-tax payroll deduction is $240.
- The IRS Limits for contributions to a Health Savings Account for 2014 are $3,300 for an individual and $6,550 for a family.
- The IRS allows employees age 55 or older to contribute an additional $1,000 for catch up contributions.

The funds in your account will roll over annually and earn interest tax free. You will not lose your funds at the end of each plan year. Since the account belongs to you, it is portable and available to you even after you leave TruGreen LandCare.

Debit Card

When you enroll in a Health Savings Account, Wells Fargo Bank will provide you with a debit card. The debit card gives you an easy, automatic way to pay for qualified health care expenses. Funds on your debit card are only available once a contribution has been made to the account. It is important that you save all itemized receipts. With a Health Savings Account, the IRS does not require that the claims be substantiated, but they do require you have this information in the event that they audit your account.

Eligible Expenses

Some examples of eligible qualified health care expenses include:

- Deductibles and coinsurance not covered under the Smart Saver Medical Plan
- Prescriptions not covered under the Smart Saver Medical Plan
- Dental expenses, including deductibles, coinsurance and copays not covered under the dental plans
- Vision expenses, including contact lenses, eye exams and eyeglasses
- Certain over-the-counter medications, if prescribed by a physician

Additional information on Health Savings Accounts is available from Wells Fargo Bank at www.wellsfargo.com/hsa or (866) 884-7374.



DENTAL BENEFITS

TruGreen LandCare offers three (3) dental options for eligible employees to choose from: a Base PPO, a Buy-Up PPO, and a Dental HMO (DHMO).

Getting regular dental care is an important part of taking care of your health. Since dental care can be costly, electing a dental plan can help offset some of your expenses. The plans encourage regular checkups and preventive treatment. The dental plans contract with a network of providers who offer discounted rates. Please refer to the Summary Plan Description for additional information.

PPO PLAN FEATURES

MetLife is the insurance company for the Dental Base PPO and Dental Buy-Up PPO plans.

MetLife Dental ID Cards

When you enroll in one of the PPO dental plans, MetLife will not mail you dental insurance cards. You may go to MetLife's website **www.metlife.com/mybenefits** and create an account/log in to your existing account in order to print your dental ID cards.

Locating an in-network provider

To locate an in-network provider online, log on to **www.metlife.com/mybenefits** or call MetLife at 1-800-942-0854.

PPO PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the MetLife Dental Base PPO and Buy-Up PPO plans. A full description can be found in the Summary Plan Description.

MetLife Dental					
Benefits		**Dental Base PPO**		**Dental Buy-Up PPO**	
		In-Network	**Out-of-Network**	**In-Network**	**Out-of-Network**
Deductible		$50		$50	
Annual Benefit Maximum Per Covered Person		$1,500		$1,500	
Preventive and diagnostic services (e.g. exams, cleanings)	Plan Pays	100%	100% of the usual and customary fee	100%	100% of the usual and customary fee
	You Pay	0%	The amount above the usual and customary fee	0%	The amount above the usual and customary fee
Basic Services (e.g. fillings and root canals)	Plan Pays	85% after deductible	85% of the usual and customary fee after the deductible	85% after deductible	85% of the usual and customary fee after the deductible
	You Pay	15% after deductible	15% after the deductible plus the amount above the usual and customary fee	15% after deductible	15% after the deductible plus the amount above the usual and customary fee
Major services (e.g. crowns, bridges, dentures and implants)	Plan Pays	50% after deductible	50% of the usual and customary fee after the deductible	50% after deductible	50% of the usual and customary fee after the deductible
	You Pay	50% after deductible	50% after the deductible plus the amount above the usual and customary fee	50% after deductible	50% after the deductible plus the amount above the usual and customary fee
Orthodontia (through age 18)	Plan Pays	No Coverage		50% after deductible	50% of the usual and customary fee after the deductible
	You Pay	No Coverage		50% after deductible	50% after the deductible plus the amount above the usual and customary fee
Lifetime Orthodontia Benefit Maximum		N/A		$1,500	

DENTAL PPO PREMIUMS

Your premiums are paid on a pre-tax basis.

Weekly Premiums		
Coverage Level	**Dental Base PPO**	**Dental Buy-Up PPO**
You only	$10.85	$12.32
You + 1 dependent	$21.88	$24.85
You + 2 dependents	$31.31	$35.58
You + 3 or more dependents	$34.67	$39.45

Semi-Monthly Premiums		
Coverage Level	**Dental Base PPO**	**Dental Buy-Up PPO**
You only	$23.50	$26.70
You + 1 dependent	$47.50	$53.84
You + 2 dependents	$67.85	$77.09
You + 3 or more dependents	$75.12	$85.48

DHMO PLAN FEATURES

CIGNA is the insurance company for the DHMO Dental Plan. The DHMO plan is based on a schedule of copays, rather than deductibles and coinsurance like the PPO plans. You must select a DHMO provider office to be eligible for benefits. There is no coverage for out-of-network dentists without prior approval from CIGNA Dental (except emergencies). The DHMO plan is only available in certain areas. If you are eligible to enroll based on your home zip code, the option will be presented to you when you enroll.

DHMO Dental ID Cards

When you enroll in the DHMO dental plan, CIGNA will mail you dental insurance cards. You may go to CIGNA's website www.cigna.com and log into your existing account/create a new account in order to print a replacement dental ID card.

Locating an in-network provider

To locate an in-network provide, log on to www.cigna.com, click on Find a Doctor or call CIGNA at (800) 244-6244.

DHMO PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the CIGNA DHMO plan. These are a few examples of the copays for typical dental treatments and services. A full description can be found in the CIGNA Schedule of Fees. Please see the Summary Plan Description for additional information.

CIGNA Dental DHMO		
Benefit Examples - CIGNA See Schedule of Fees	**In-Network (Your copay)**	**Out-of-Network**
Deductible	None	No Coverage
Annual Benefit Maximum Per Covered Person	None	No Coverage
Preventive and diagnostic services (e.g. exams, cleanings)	$0	No Coverage
Amalgam filling (silver colored) - 2 surfaces	$0	No Coverage
Composite filling (tooth-colored) - 1 surface	$0	No Coverage
Molar root canal (excluding final restoration)	$335	No Coverage
Comprehensive orthodontics - child (up to 19th birthday) -banding	$515	No Coverage
Periodic orthodontic visit - child - 24 month treatment fee	$2,040	No Coverage
Monthly fee (part of 24 month contract)	$85	No Coverage
Periodontal (gum) scaling & root planing - 1 quadrant	$83	No Coverage
Periodontal (gum) maintenance	$50	No Coverage
Crown – porcelain fused to high noble metal	$450	No Coverage

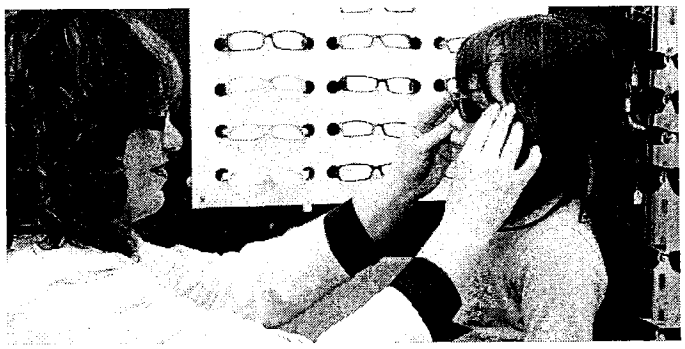
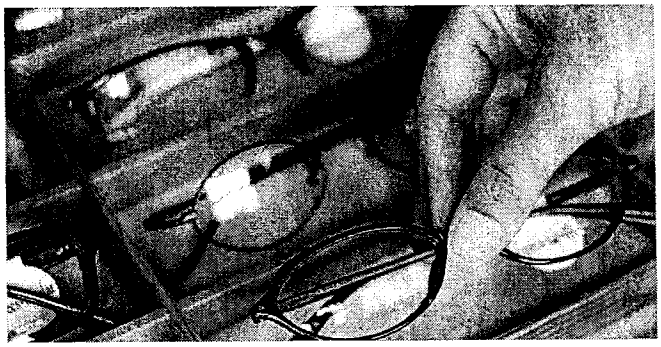
CIGNA DENTAL DHMO PREMIUMS

Your premiums are paid on a pre-tax basis.

Coverage Level	Weekly
You only	$4.65
You + 1 dependent	$8.63
You + 2 dependents	$11.70
You + 3 or more dependents	$13.30

Coverage Level	Semi-Monthly
You only	$10.07
You + 1 dependent	$18.69
You + 2 dependents	$25.36
You + 3 or more dependents	$28.83

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VISION BENEFITS

TruGreen LandCare offers a PPO vision plan through EyeMed to eligible employees.

VISION PLAN FEATURES

The vision plan covers expenses for routine eye exams, eyeglasses, and contact lenses and provides discounts on laser eye surgery. The vision plan provides in-network and out of-network coverage. If you obtain services from an out-of-network provider, you will need to submit a claim for reimbursement.

Vision ID Cards

When you enroll in the vision plan, EyeMed will mail you vision insurance cards. You can logon to www.eyemedvisioncare.com to print replacement cards.

Locating an in-network provider

To locate an in-network provider online, log on to www.eyemedvisioncare.com, click Find a Provider and choose the Select Plan network.

VISION PLAN HIGHLIGHTS

The chart below highlights the benefits provided for the PPO vision plan. A full description of services can be found in the Summary Plan Description.

Benefits	Vision Benefits	
	In-Network	Out-of-Network
	Plan Pays	
Vision Exam (Every 12 months)	100% after $10 copay	Up to $25
Prescription Lenses - Standard Plastic (Every 12 months)	100%	Up to $40
Elective Contact Lenses and Exam (Every 12 months)	$100 Allowance (15% discount on amount over allowance)	Up to $70
Frames (Every 12 months)	$100 Allowance (20% discount on amount over allowance)	Up to $30

VISION PREMIUMS

Your premiums are paid on a pre-tax basis.

Coverage Level	Weekly
You only	$1.24
You + 1 dependent	$2.48
You + 2 dependents	$3.10
You + 3 or more dependents	$3.42

Coverage Level	Semi-Monthly
You only	$2.69
You + 1 dependent	$5.38
You + 2 dependents	$6.73
You + 3 or more dependents	$7.40

Additional Benefits Include:

- Additional Pairs of glasses
  - 40% off retail price of a complete pair including prescription sunglasses
- Lens Options
  - Lens options available at a scheduled cost or discount up to 40%
- Other Add-ons and Services
  - 20% off retail price of vision care items purchased at an EyeMed provider
- LASIK and PRK Vision Correction
  - 15% off retail price
  - 5% off promotional price

LasikPlus is the featured provider and offers additional benefits. For additional details, go to www.eyemedvisioncare.com.

HEALTH CARE AND DEPENDENT DAY CARE FLEXIBLE SPENDING ACCOUNTS

TruGreen LandCare offers two types of Flexible Spending Accounts (FSAs) to eligible employees administered through Discovery Benefits: Health Care FSA and Dependent Day Care FSA. FSAs let you set aside pre-tax dollars from your paycheck to pay for many health care and dependent day care expenses. Please refer to the Summary Plan Description for additional information.

HEALTH CARE FSA FEATURES

The Health Care FSA allows you set aside pre-tax dollars from your paycheck to pay or be reimbursed for many health care expenses. The Health Care FSA is a "use it or lose it" account, which means that funds remaining in your account at the end of the plan year will be forfeited. You cannot transfer money from one FSA to another. You cannot claim expenses that are reimbursed through your Health Care FSA as a deduction on your income tax return. Employees enrolled in the Smart Saver Medical Plan cannot participate in the Health Care FSA. If you enroll in an FSA, you must reenroll in your FSA each year during open enrollment if you want to continue your contributions.

Contributions

If eligible, you may make contributions to the Health Care FSA up to the annual IRS maximum listed below. The plan year for the Health Care FSA ends on December 31 of each year; however, expenses may be incurred through March 15th of the following calendar year. For example, claims submitted for the 2014 plan year Health Care FSA can contain expenses incurred up to March 15, 2015. You cannot begin, stop, or change the amount of your Health Care FSA contributions during the calendar year unless you experience a qualifying event (e.g. marriage, divorce, birth, etc.). For additional information, please refer to the Summary Plan Description.

- **The 2014 annual minimum contribution to the Health Care FSA is $120.**
- **The 2014 annual maximum contribution to the Health Care FSA is $2,500.**

You have until March 15, 2015 to use the funds in your 2014 account. Make sure you use your funds and submit all your expenses by May 31, 2015 for reimbursement. 2014 funds remaining in your FSA on May 31, 2015 will be forfeited.

If your employment ends and you are enrolled in the health plans, you will be given the option to elect COBRA. If you have funds remaining in your Health Care FSA, by electing COBRA you will be able to continue using your funds by continuing contributions on an after-tax basis through the end of the plan year. If you do not elect COBRA and do not elect to continue your Health Care FSA, you will forfeit the remaining funds in your account. See the COBRA section in this Benefits Guide for additional information on COBRA.

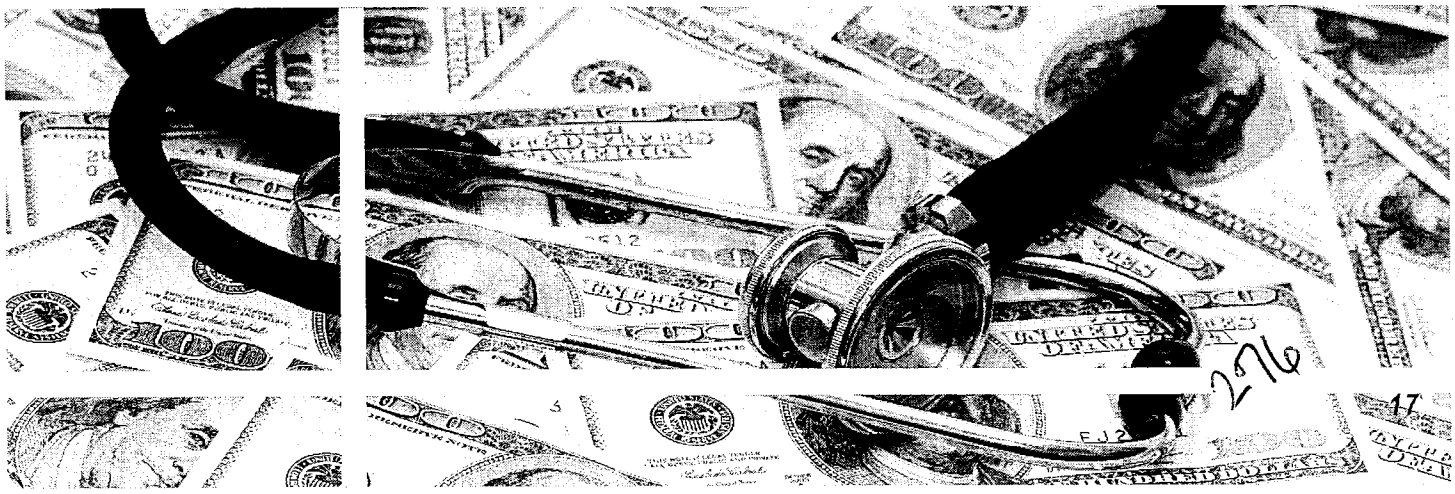
Debit Card

- The debit card from Discovery Benefits is a VISA® card that gives you an easy, automatic way to pay for your qualified health care expenses.
- It's important that you save all itemized receipts. The IRS requires that all FSA reimbursements be substantiated. Discovery Benefits may request a copy of your itemized receipts to validate that the expense was eligible for reimbursement.

Eligible Expenses

Some examples of eligible expenses include:

- Deductibles, coinsurance, and copays not covered under the medical and dental plans
- Vision services, including contact lenses, eye exams, and eyeglasses
- Prescription copays and coinsurance
- Over the counter medications, if prescribed by a physician







DEPENDENT DAY CARE FSA FEATURES

The Health Care FSA allows you set aside pre-tax dollars from your paycheck to be reimbursed for many dependent day care expenses. The Dependent Day Care FSA is a "use it or lose it" account, which means that funds remaining in your account at the end of the plan year will be forfeited. You cannot transfer money from one FSA to another. You cannot claim expenses that are reimbursed through your Dependent Day Care FSA as a deduction on your income tax return. If you enroll in an FSA, you must reenroll in your FSA each year during open enrollment if you want to continue your contributions.

Contributions

If eligible, you may make contributions to the Dependent Day Care FSA up to the annual IRS maximum listed below. The plan year for the Dependent Day FSA ends on December 31 of each plan year. You cannot begin, stop, or change the amount of your Dependent Day Care FSA contributions during the calendar year unless you experience a qualifying event (e.g. marriage, divorce, birth, etc.). However, if you experience a significant increase or decrease in the cost of your dependent day care expenses during the calendar year, you may change your Dependent Day Care FSA contributions. For additional information, please refer to the Summary Plan Description.

- **The 2014 annual minimum contribution to the Dependent Day Care FSA is $120.**
- **The 2014 annual maximum contribution to the Dependent Day Care FSA is $5,000.**

Make sure you use your 2014 funds by December 31, 2014 and submit all your expenses by May 31, 2015 for reimbursement. 2014 funds remaining in your FSA on May 31, 2015 will be forfeited.

Reimbursement of Expenses

You will need to submit your receipts for reimbursement of your eligible expenses to Discovery Benefits. There is no debit card with the Dependent Day Care FSA.

Eligible Expenses

Some examples of eligible expenses include:

- Child day care expenses for children under 13
- Adult dependent day care expenses
- Expenses for an individual to provide care either in or out of your home
- Nursery schools and preschools (excluding kindergarten)

Additional information on FSAs is available from Discovery Benefits at www.discoverybenefits.com.

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BASIC EMPLOYEE LIFE INSURANCE

TruGreen LandCare provides basic employee life insurance to eligible employees of one time (1x) your annual salary up to a maximum of $300,000 through Lincoln Financial Group at no cost to you. Your earnings for your life insurance are based on your annual base salary as of October 25 each year or your date of hire, whichever is later. Please refer to the Summary Plan Description for additional details and for information regarding the age reduction clauses.

VOLUNTARY EMPLOYEE LIFE INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to purchase additional employee life insurance through Lincoln Financial Group beyond what is provided as basic life insurance. If you are within your first 31 days of eligibility, you are eligible to purchase up to the guarantee issue amount with no evidence of insurability (amounts over guarantee issue amount will be subject to evidence of insurability). If you are past your initial enrollment period, you will need to complete an Evidence of Insurability form for all amounts. Please refer to the Summary Plan Description for additional details and for information regarding the age reduction clauses.

	Benefit Amount	Maximum Benefit	Guarantee Issue
Employee	1x, 2x, 3x, 4x, or 5x	$900,000	$200,000
	annual earnings	(combined basic & voluntary life)	

VOLUNTARY EMPLOYEE LIFE PREMIUMS

Life insurance premiums are broken down into age bands. Whatever age band you are in as of the effective date of coverage will be the age used to calculate your premium. Your earnings for your life insurance are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

Voluntary Employee Life Premiums		
Your Age	Annual Rates Per $1000 of Coverage	
	Non-Smoker	Smoker
<25	$0.72	$1.15
25-29	$0.96	$1.44
30-34	$1.20	$1.50
35-39	$1.56	$1.87
40-44	$1.68	$2.66
45-49	$2.88	$4.39
50-54	$5.16	$7.90
55-59	$7.80	$11.70
60-64	$12.60	$18.76
65-69	$21.36	$32.04
>70	$41.52	$62.35

Your premiums are paid on an after-tax basis. You may use the calculation below to calculate your premiums using the rate table above. The rates will be calculated for you when you enroll on the TruGreen LandCare Benefits Enrollment Portal or contact the TruGreen LandCare Benefits Service Center.



VOLUNTARY EMPLOYEE LIFE PREMIUM CALCULATION

Voluntary Employee Life Premium Calculation							
Weekly Premium Example: 43 year old, non-smoker - elects Voluntary Employee Life Insurance of 2x annual base salary							
Annual base salary = $25,000; Elected benefit: $25,000 x 2 = $50,000							
$50,000	/ 1,000	x	$1.68	/ 52	=	$1.62	per pay period
(Benefit)			(Rate)				
Use this formula to calculate your premiums							
Weekly							
$ _____	/ 1,000	x	$ _____	/ 52	=	$ _____	per pay period
(Benefit)			(Rate)				
Semi-Monthly							
$ _____	/ 1,000	x	$ _____	/ 24	=	$ _____	per pay period
(Benefit)			(Rate)				

LIFE INSURANCE BENEFICIARIES

When you enroll in your life insurance through the TruGreen LandCare Benefits Enrollment Portal or the TruGreen LandCare Benefits Service Center, be sure to designate a beneficiary for your life insurance. If you have been married or divorced or had a baby since the last time you updated your beneficiaries you should review your beneficiaries. Even if you are not making any changes to your benefit elections, you should review and update your life insurance beneficiaries.

VOLUNTARY DEPENDENT LIFE INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to elect dependent life insurance through Lincoln Financial Group. Dependent Life insurance covers your spouse and/or children and pays a benefit to you if a covered dependent dies.

VOLUNTARY DEPENDENT LIFE INSURANCES FEATURES

Dependent life insurance is optional. You pay the full cost of any coverage you elect. You are automatically the beneficiary for any dependent coverage. You may choose from the five (5) coverage amounts listed in the table below. The maximum coverage amount for your spouse is $100,000. The maximum coverage amount for your children is $25,000 per child. No dependent can have a coverage amount that is more than 100% of your basic and voluntary employee life insurance combined.

If you do not enroll when you are first eligible, and decide to enroll later, you can only choose coverage for your spouse and/or children of $15,000 and $2,000 respectively. In addition, you can only increase your coverage amount by one (1) level during each annual open enrollment. Evidence of insurability (EOI) is required for both $75,000 and $100,000 amounts of spouse dependent life insurance. If EOI is not completed as required, your spouse will automatically be covered at $50,000 level, which is the highest coverage amount that does not require EOI.

If your spouse or child also works for TruGreen LandCare and is eligible for basic employee life insurance, you may cover that dependent under the dependent life insurance program. In addition, if you and your spouse are both employees, you both may cover your children as dependents. Please refer to the Summary Plan Description for additional information.

VOLUNTARY DEPENDENT LIFE INSURANCE PREMIUMS

Your premiums are paid on an after-tax basis.

Dependent Life Insurance		
Spouse/Children Coverage Amounts	**Weekly**	**Semi-Monthly**
$15,000/$2,000	$0.86	$1.86
$25,000/$5,000	$1.45	$3.15
$50,000/$10,000	$2.93	$6.35
$75,000/$15,000	$4.36	$9.45
$100,000/$25,000	$6.12	$13.25

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to elect accidental death and dismemberment (AD&D) insurance through Lincoln Financial Group.

AD&D INSURANCE FEATURES

Accidental death and dismemberment insurance pays a benefit in the event of certain serious injuries or death due to an accident. You can elect coverage for yourself, your spouse, and/or your children. You must elect coverage for yourself before you can cover your dependents. You are automatically the beneficiary for any benefits paid if a covered dependent dies.

COVERAGE AMOUNTS

You can choose coverage for yourself from $20,000 to $100,000 in multiples of $10,000, or from $150,000 to $750,000 in multiples of $50,000. Please see the table below. The maximum amount of coverage for you is the lesser of 10 times your annual earnings or $750,000. Your spouse's coverage is 60% of your coverage. Maximum coverage for your spouse is $450,000. Each child's coverage is 30% of your coverage. Maximum coverage per child is $25,000.

WHEN BENEFITS ARE PAID

AD&D coverage pays a benefit only if death or certain serious injuries occur as the result of an accident. Death must occur within 365 days of the accident. Injury sustained in the accident must result in one covered loss or more within 365 days of the accident. The accident must occur while you or your dependent is covered under the plan.

Please refer to the Summary Plan Description for additional information.

VOLUNTARY AD&D PREMIUMS

Your premiums are paid on an after-tax basis.

Accidental Death & Dismemberment Insurance Premiums				
Coverage Amount	Weekly		Semi-Monthly	
	You Only	You & Family	You Only	You & Family
$20,000	$0.07	$0.11	$0.15	$0.23
$30,000	$0.10	$0.16	$0.23	$0.35
$40,000	$0.14	$0.21	$0.30	$0.46
$50,000	$0.17	$0.27	$0.38	$0.58
$60,000	$0.21	$0.32	$0.45	$0.69
$70,000	$0.24	$0.37	$0.53	$0.81
$80,000	$0.28	$0.42	$0.60	$0.92
$90,000	$0.31	$0.48	$0.68	$1.04
$100,000	$0.35	$0.53	$0.75	$1.15
$150,000	$0.52	$0.80	$1.13	$1.73
$200,000	$0.69	$1.06	$1.50	$2.30
$250,000	$0.87	$1.33	$1.88	$2.88
$300,000	$1.04	$1.59	$2.25	$3.45
$350,000	$1.21	$1.86	$2.63	$4.03
$400,000	$1.38	$2.12	$3.00	$4.60
$450,000	$1.56	$2.39	$3.38	$5.18
$500,000	$1.73	$2.65	$3.75	$5.75
$550,000	$1.90	$2.92	$4.13	$6.33
$600,000	$2.08	$3.18	$4.50	$6.90
$650,000	$2.25	$3.45	$4.88	$7.48
$700,000	$2.42	$3.72	$5.25	$8.05
$750,000	$2.60	$3.98	$5.63	$8.63

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SHORT TERM DISABILITY INSURANCE

TruGreen LandCare provides short term disability insurance at no cost to eligible employees through Lincoln Financial Group. Short Term Disability provides a benefit if you are unable to work because of a non-work related illness or injury.

SHORT TERM DISABILITY FEATURES

Your coverage under the short term disability program becomes effective on the first day of the month following completion of 12 consecutive months of full time employment. For employees who transition from ineligible to eligible, any time worked as ineligible will count toward the 12 consecutive month waiting period. The short term disability provides a benefit as a percent of your base salary depending on your length of service with TruGreen LandCare. The short term disability benefit pays 60% of your earnings for 1-5 years of service or 80% of your earnings for 6+ years of service up to $15,000 per month. Your payments may be reduced by deductible sources of income such as social security benefits and other sources of disability earnings. Your earnings for your short term disability are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

If Lincoln determines that you are eligible for short term disability payments, benefits begin on the eighth (8th) calendar day of disability for illness or injury and may continue for up to 13 weeks. Absences due to maternity may begin on the first (1st) calendar day. Please refer to the Summary Plan Description for additional information.

LONG TERM DISABILITY INSURANCE

TruGreen LandCare provides eligible employees the opportunity to purchase long term disability insurance through Lincoln Financial Group. Long term disability insurance provides a benefit if you are unable to work on a long term basis because of a non-work related illness or injury.

LONG TERM DISABILITY FEATURES

Your coverage under the long term disability program becomes effective on the date following completion of 12 consecutive months of employment for eligible employees. For employees who transition from ineligible to eligible, any time worked as ineligible will count toward the 12 consecutive month waiting period. Long term disability provides you with the option to elect coverage for up to 50% or 60% of your annual salary to a maximum of $10,000 per month. Your payments may be reduced by deductible sources of income such as social security benefits and other sources of disability earnings.

If Lincoln determines that you are eligible for long term disability payments, benefits begin after 90 calendar day of disability for illness or injury. If you become disabled before age 60, benefits may be paid until you reach age 65 as long as you remain disabled. If you become disabled after age 60, benefits may be paid for a benefit period ranging from 12 to 60 months depending on your age as long as you remain disabled. Please refer to the Summary Plan Description for additional information.

LONG TERM DISABILITY PREMIUMS

Long Term Disability premiums are based on a monthly rate per $100 of earnings. Your earnings for your long term disability premiums are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

Monthly Rates per $100 of Earnings	
50% Option	$0.34
60% Option	$0.66

Your premiums are paid on an after-tax basis. You may use the calculation below to calculate your premiums using the rate table above. The rates will be calculated for you when you enroll on the TruGreen LandCare Benefits Enrollment Portal or contact the TruGreen LandCare Benefits Service Center.

LONG TERM DISABILITY PREMIUM CALCULATION

Long Term Disability Premium Calculation								
Weekly Premium Example: 50% Option								
Annual base salary = $27,400 (divided by 12 months = $2,283)								
$2,283	/ 100	x	$0.34	x 12	/ 52	=	$1.79	per pay period
(Monthly Earnings)			(Rate)					
Use this formula to calculate your premiums								
(monthly earnings are determined by dividing annual base salary by 12 months.)								
Weekly								
$	/ 100	x	$	x 12	/ 52	=		per pay period
(Monthly Earnings)			(Rate)					
Semi-Monthly								
$	/ 100	x	$	x 12	/ 24	=		per pay period
(Monthly Earnings)			(Rate)					
50% option monthly earnings cannot exceed $20,000; 60% option monthly earnings cannot exceed $16,667								

LEGAL SERVICES

TruGreen Landcare offers eligible employees the opportunity to enroll in voluntary legal services with the MetLaw program, offered through Hyatt Legal Services (A MetLife Company). MetLaw has a nationwide network of over 9,000 attorneys and offers telephone and in-person consultations on a wide range of personal legal services, including:

- Estate Planning
- Family Law
- Real Estate Matters
- Document Preparation
- Financial Matters
- Court Appearances

LEGAL SERVICES PREMIUMS

Your premiums are paid on an after-tax basis.

	Legal Services	
	Weekly	**Semi-Monthly**
Coverage	$4.15	$9.00

You may go to www.legalplans.com or call (800) 821-6400 for additional information. Please refer to the Summary Plan Description for additional information.

BUSINESS TRAVEL ACCIDENT INSURANCE

TruGreen LandCare provides Business Travel Accident (BTA) insurance through Zurich at no cost to eligible employees. BTA insurance pays a benefit if you die or sustain certain serious injuries in an accident while traveling on approved TruGreen LandCare business. It also pays a benefit if your spouse or children have been approved to accompany you and die or sustain serious injuries in an accident while accompanying you on approved TruGreen LandCare business travel. Coverage amount is up to $100,000 per covered person. Please refer to the Summary Plan Description for additional information.

TUITION REIMBURSEMENT

TruGreen LandCare provides reimbursement for certain tuition expenses to eligible employees through the Tuition Reimbursement policy. Eligibility is based upon the employee meeting current position standards of performance and budget availability. Advanced approval must be obtained for coursework that will contribute to the overall profitability, revenue growth, or efficiency of the business unit or is relevant to and incorporated into a formal professional development plan. Reimbursement may be up to an annual maximum amount of $1,500 after six (6) months of employment. Please see the Employee Handbook for additional information.

HOLIDAYS



TruGreen LandCare provides paid time off to eligible employees for seven (7) specific holidays during the year through the Holiday policy.

TruGreen LandCare observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Holidays observations may vary by branch or location, so please refer to your branch or location postings for exact dates. In addition, please refer to the Employee Handbook for additional information.

VACATION

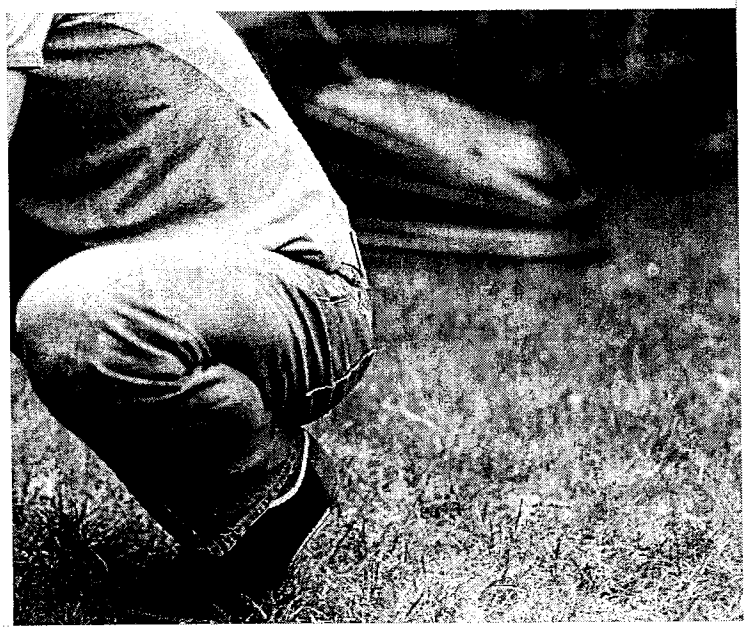


TruGreen LandCare provides paid time off during the year to eligible employees through the Vacation policy. Vacation days may be used for vacation, for when you are sick, to care for a family member, or for any other personal reason for which you need to take time off from work. You must receive approval in advance of taking vacation time. Please note that TruGreen LandCare does not provide paid sick days. You must be employed for six (6) months before you begin to accrue vacation and prior to taking any vacation days. Your accrual rate depends on your length of employment. Please refer to the Employee Handbook for additional information.

OTHER PAID LEAVE



TruGreen LandCare provides paid time off during the year to eligible employees through the funeral leave, jury and witness duty, and voting time off policies. Please refer to the Employee Handbook for additional information.



401(K) RETIREMENT PLAN

TruGreen LandCare provides a 401(k) Retirement Plan administer through Prudential. All employees age 18 or older are eligible to participate in the 401(k) Retirement Plan after the completion of 90 days of employment.

401(K) PLAN FEATURES

Automatic Enrollment

As a new hire, you will be automatically enrolled in the 401(k) Plan at a deferral rate of 3% of your eligible pay, unless you decline participation prior to your eligibility date, which is the first of the month following your first 90 days of employment. This deferral amount will be deducted from your paycheck each pay period and invested in an age appropriate GoalMaker® portfolio. GoalMaker is an optional asset allocation program available at no additional cost. As part of your enrollment, you will also be enrolled in the Contribution Acceleration feature that automatically increases your contribution amount by one percent each year. If you are a rehire who was previously participating in the 401(k) Plan, your automatic enrollment deferral rate may be a different percentage and will start shortly after your rehire date.

Enrollment Deadlines and Deferral Changes

As a new hire, if you wish to opt out, you must decline enrollment prior to the first of the month following your first 90 days of employment. Otherwise, you will be automatically enrolled in the 401(k) Plan. You can typically contact Prudential as early as within the first two (2) weeks of your hire date. If you are a rehire who was previously eligible to participate, you will be automatically enrolled shortly after your rehire date. If you wish to cancel your automatic enrollment, you must contact Prudential as soon as you are rehired. If you wish to have money deducted from your paycheck, no action is required. You can, however, contact Prudential to select your investments funds, elect a deferral rate, and identify beneficiaries.

If at any time you wish to change your deferral or decline enrollment, you may contact Prudential directly on their toll free number at 1-877-778-2100. Representatives are available to assist you weekdays from 8 a.m. to 9 p.m., ET. You may also contact Prudential through the participant website at www.prudential.com/online/retirement.

401(K) PLAN HIGHLIGHTS

The chart below highlights a few of the 401(k) Plan features. Please refer to the Summary Plan Description for additional information.

401(k) Plan Plan Number 767561	
Eligibility	All employees age 18 or older are eligible to participate in the 401(k) Retirement Plan after the completion of 90 days of employment.
Automatic Enrollment	You are automatically enrolled in the 401(k) Plan at a 3% contribution rate on the first of the month after completing 90 days of employment. To opt out/decline enrollment, you need to contact Prudential.
Contribution Acceleration	The plan provides annual automatic contribution rate increases from 3% to a maximum of 10%. Automatic increases will occur annually in 1% increments up to the maximum of 10% unless you opt out of this Contribution Acceleration feature.
Contribution Limits	You can contribute from 1% up to 75% of your eligible earnings, in 1% increments, up to the IRS annual limit.
TruGreen LandCare Matching Contributions	TruGreen LandCare will make a safe harbor matching contribution for each contribution you make to the plan. You will receive a dollar-for-dollar match on the first 1% you contribute, and a 50¢-per-dollar match on the next 2% to 6% you contribute.
Vesting	You are always 100% vested in your contributions to the plan. You are fully vested in the TruGreen LandCare matching safe harbor contributions after two (2) years of service.
Advantages of Participation	Pre-tax deductions– Your contributions are deducted before taxes are taken out, which reduces your current taxable income.
	Possible tax-deferred growth– Earnings on your account are tax-free until you withdraw your money.
	Variety of investment options– You can select GoalMaker (a pre-mixed retirement fund based on the year in which you turn age 65) or create your own portfolio from the plan's investment offerings.
Distributions	You may not withdraw 401(k) dollars unless your employment with TruGreen LandCare is terminated. If you terminate, contact Prudential at (877) 778-2100 or www.prudential.com/online/retirement to discuss your distribution options.
Beneficiaries	You must designate a beneficiary(ies) for your 401(k) Retirement Plan account. You can do this by going to www.prudential.com/online/retirement or by calling Prudential at (877) 778-2100.

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401(K) PLAN ACCOUNT MANAGEMENT

The most efficient way to access and manage your account is by using the Prudential participant website at www.prudential.com/online/retirement. Once you register for your account, below are some of the features you may have access to use:

- Change your deferral amount
- Select new investments
- Add a beneficiary(ies)
- Add or cancel your deferral
- Opt out of Contribution Accelerator feature
- Access your quarterly statement

You may also utilize the Retirement Income Calculator on Prudential's website, as well as the Retirement Planning Section to review various articles.

ADDITIONAL INFORMATION

Prudential will mail you a Retirement Workbook within your first 90 days of employment to the address you provided to TruGreen LandCare. Please review this Retirement Workbook carefully.

In addition, please review the TruGreen LandCare LLC 401(k) Plan required Notices for additional information about the Plan. Please refer to the Summary Plan Description for additional information.

TERMINATION OF EMPLOYMENT

When you leave the company due to layoff, termination, or retirement, your contributions will end in your last paycheck that includes eligible earnings. Below are the rollover/distribution options if you are a participant at the time you leave the company.

Distribution Options

Approximately 30 days after you leave employment with TruGreen LandCare, Prudential will mail you a distribution package to your address on file. This will provide you with information about your various account distribution options and the applicable tax implications. At the time you leave the company, you may instruct Prudential to rollover your vested account balance to another qualified employer retirement plan or individual retirement account (IRA) or you may initiate a taxable distribution payable to you.

If your vested account balance in the 401(k) plan is less than $5,000 the account balance will be distributed automatically from the plan. Automatic distributions occur on a quarterly basis. Approximately 30 days before the scheduled automatic distribution date, Prudential will send a letter to you notifying you of the upcoming required distribution. If no response is received by the expiration of the response period and your account balance is between $1,000 and $5,000, the account will automatically be rolled over to a new IRA established at Prudential and placed in a money market type investment. If no response is received by the expiration of the response period and your account balance is less than $1,000, the account will be paid as a taxable distribution directly to you via check. If your vested account balance in the 401(k) plan is $5,000 or greater, you may keep your balance in the plan until such time as you must start receiving required minimum distributions from your account (currently age 70 ½ under IRS rules). For all rollovers and account distributions, Prudential will send you a Form 1099-R in January of the year following the distribution. The Form 1099-R should be used to complete required tax return filings. For more information about 401(k) plan distribution options, you may contact the Prudential at 877-778-2100.

Loans

At the time you leave the company, you have the option to repay an outstanding 401(k) loan balance, if applicable, in full by the last day of the quarter following the quarter during which your date of termination occurred. If you do not repay the outstanding loan balance in full, the amount will be deemed a distribution to you and will be considered a taxable event during the year it is processed. You will subsequently be required to report the loan as income and pay appropriate taxes as necessary. Prudential will send you a Form 1099-R in January of the year following the deemed distribution. The Form 1099-R should be used to complete required tax filings. For more information about repaying an outstanding loan balance in full, you may contact the Prudential at 877-778-2100.



EMPLOYEE ASSISTANCE PROGRAM

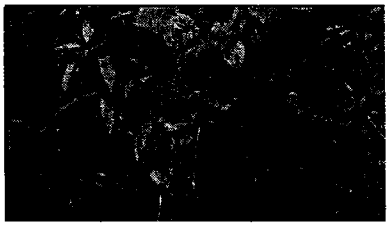


TruGreen LandCare provides an Employee Assistance Program (EAP) called the EmployeeConnect program provided through Lincoln Financial Group at no cost to you. All employees and their immediate family members are eligible for the EAP. You can turn to the EAP for anything that affects your job or personal life, including:

- Job or work stress
- Alcohol or drug dependencies
- Marital problems
- Self-esteem
- Family or parenting issues
- Financial and legal issues
- Burnout
- Anger management
- Grief, anxiety or depression
- Childcare, eldercare, and adoption

The confidential EAP is available 24 hours a day, 365 days a year from any location by calling (877) 757-7587. You may also access the EAP website at www.eapadvantage.com (password=connect).

LIFEKEYS



TruGreen LandCare provides a service called LifeKeys Services provided through Lincoln Financial Group at no cost to you. All employees are eligible to utilize these services. LifeKeys can assist you with will preparation, online Guidance Resources on topics, such as laws and regulations, or money and investments, and Identity Theft protection. To access LifeKeys service, you may call (855) 891-3684 or visit www.Lincoln4Benefits.com (Web ID = LifeKeys).

TRAVELCONNECT



TruGreen LandCare provides a program called TravelConnect provided through Lincoln Financial Group at no cost to you. All employees are eligible to utilize this program. The TravelConnect program focuses on travel, medical, and safety-related services you may need while traveling, such as weather forecasts or medical evacuation. Travel assistance services are subject to specific terms, conditions, and limitations. To access TravelConnect services, go to www.Lincoln4Benefits.com or call (800) 527-0218 (ID number = 322541).

WORKERS' COMPENSATION INSURANCE PROGRAM



TruGreen LandCare provides a comprehensive workers' compensation insurance program at no cost to all employees through Zurich. Workers' compensation is an insurance program that is provided in accordance with state laws; therefore, some aspects of coverage may vary from state to state. TruGreen LandCare will comply with applicable state laws regarding workers' compensation leaves of absence where those laws exceed the provisions of this policy. This program covers injuries and illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if you are hospitalized, immediately.

Depending on your state, your workers' compensation benefits may be provided to you directly through the workers' compensation carrier or through a state workers' compensation insurance board. Benefits may include payments for lost time income and eligible medical expenses. TruGreen LandCare will grant eligible employees unpaid workers' compensation leaves of absence due to a work-related injury or illness. A leave is required if an absence will exceed five (5) consecutively scheduled working days. Absences due to workers' compensation leave will be designated as leave under the Family and Medical Leave Act (FMLA) to the extent permissible by law. Please refer to the Employee Handbook for additional information.

COBRA (AND OTHER BENEFITS AFTER YOU TERMINATE EMPLOYMENT)

MEDICAL, DENTAL, VISION, AND HEALTH CARE SPENDING ACCOUNT COVERAGE

COBRA coverage is a temporary continuation of health care coverage when it otherwise would end because of a life event known as a qualifying event, such as termination of employment.

If your employment ends, or you or your dependents lose eligibility under the plan, your coverage will end on your termination date, or date of loss of eligibility. You or your dependent will be given the option to elect COBRA to continue your elected medical, dental, vision, and Health Care Flexible Spending Account benefits. Once a COBRA event occurs, Discovery Benefits, our COBRA Administrator, will mail you a COBRA continuation notice and a COBRA election notice within 14 days after receiving notice of your termination from service. You will also be sent a Certification of Group Health Plan Coverage (HIPAA Certificate). This information will be sent to the last address that you provided to TruGreen LandCare. You may call Discovery Benefits at (866) 451-3399 for questions or to make elections.

Please note that if you have remaining funds in your Health Care FSA, by electing COBRA you will be able to continue using your funds as well as continue contributing on an after-tax basis your monthly elected amount through the end of the plan year. If you do not elect COBRA and do not elect to continue your Health Care FSA, you will forfeit the remaining funds in your account.

The following rates represent the total monthly COBRA cost of each plan. Please note that when you enroll in COBRA, your rates will be prorated for any partial month of COBRA coverage.

2014 MONTHLY COBRA PREMIUMS			
Coverage Level			
Medical	**Smart Saver Medical Plan**	**Choice PPO Medical Plan**	
You only	$281.46	$320.04	
You +1 dependent	$657.93	$803.36	
You +2 dependent	$657.93	$803.36	
You +3 or more dependents	$657.93	$803.36	
Dental	**Dental Base PPO**	**Dental Buy-Up PPO**	**DHMO**
You only	$47.94	$54.47	$20.53
You +1 dependent	$96.70	$109.83	$38.13
You +2 dependent	$138.40	$157.26	$51.73
You +3 or more dependents	$153.24	$174.38	$58.80
Vision	**Vision PPO Plan**		
You only	$5.49		
You +1 dependent	$10.98		
You +2 dependent	$13.72		
You +3 or more dependents	$15.10		

Please call Discovery Benefits at (866) 451-3399 with any questions.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

When you leave employment, you may be able to continue basic employee, voluntary employee life, dependent life, and/or AD&D insurance through portability or conversion to individual policies. To continue coverage, you (and your spouse, if applicable) must submit the Life Insurance Conversion Privilege or Life Insurance Election of Portability Coverage application to Lincoln within 31 days after your employment ends. You must call Lincoln at (800) 423-2765 for forms and information.

LEGAL SERVICES PLAN

When you leave the company, you may continue the legal services plan through direct enrollment with Hyatt Legal Plans. You must enroll within 30 days of the date your employment ends. You must call Hyatt Legal Plans at (800) 821-6400 for information.

OTHER BENEFITS

There is no continuation of coverage available for the Employee Assistance Program, dependent day care flexible spending account, short term disability, long term disability, or the business travel accident insurance.

IMPORTANT NOTICES

IMPORTANT NOTICE FROM TRUGREEN LANDCARE ABOUT YOUR PRESCRIPTION DRUG COVERAGE AND MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with TruGreen LandCare and about your options under Medicare's prescription drug coverage. This information can help you decide whether you want to join a Medicare drug plan. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

If neither you nor any of your covered dependents are eligible for or have Medicare, this notice does not apply to you or your dependents, as the case may be. However, you should still keep a copy of this notice in the event you or a dependent should qualify for coverage under Medicare in the future. Please note, however, that later notices might supersede this notice.

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. TruGreen LandCare has determined that the prescription drug coverage offered by the TruGreen LandCare Employee Health Care Plan ("Plan") is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is considered "creditable" prescription drug coverage. This is important for the reasons described below.

Because your existing coverage is, on average, at least as good as standard Medicare prescription drug coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to enroll in a Medicare drug plan, as long as you later enroll within specific time periods.

Enrolling in Medicare—General Rules

As some background, you can join a Medicare drug plan when you first become eligible for Medicare. If you qualify for Medicare due to age, you may enroll in a Medicare drug plan during a seven-month initial enrollment period. That period begins three months prior to your 65th birthday, includes the month you turn 65, and continues for the ensuing three months. If you qualify for Medicare due to disability or end-stage renal disease, your initial Medicare Part D enrollment period depends on the date your disability or treatment began. For more information you should contact Medicare at the telephone number or web address listed below.

Late Enrollment and the Late Enrollment Penalty

If you decide to wait to enroll in a Medicare drug plan you may enroll later, during Medicare Part D's annual enrollment period, which runs each year from October 15 through December 7. But as a general rule, if you delay your enrollment in Medicare Part D, after first becoming eligible to enroll, you may have to pay a higher premium (a penalty).

If after your initial Medicare Part D enrollment period you go **63 continuous days or longer without "creditable" prescription drug coverage** (that is, prescription drug coverage that's at least as good as Medicare's prescription drug coverage), your monthly Part D premium may go up by at least 1 percent of the premium you would have paid had you enrolled timely, for every month that you did not have creditable coverage.

For example, if after your Medicare Part D initial enrollment period you go 19 months without coverage, your premium may be at least 19 percent higher than the premium you otherwise would have paid. You may have to pay this higher premium for as long as you have Medicare prescription drug coverage. However, there are some important exceptions to the late enrollment penalty.

Special Enrollment Period Exceptions to the Late Enrollment Penalty

There are "special enrollment periods" that allow you to add Medicare Part D coverage months or even years after you first became eligible to do so, without a penalty. For example, if after your Medicare Part D initial enrollment period you lose or decide to leave employer-sponsored or union-sponsored health coverage that includes "creditable" prescription drug coverage, you will be eligible to join a Medicare drug plan at that time.

In addition, if you otherwise lose other creditable prescription drug coverage (such as under an individual policy) through no fault of your own, you will be able to join a Medicare drug plan, again without penalty. These special enrollment periods end two months after the month in which your other coverage ends.

Compare Coverage

You should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. See the Plan's summary plan description for a summary of the Plan's prescription drug coverage. If you don't have a copy, you can get one by contacting us at the telephone number or address listed below.

Coordinating Other Coverage With Medicare Part D

Generally speaking, if you decide to join a Medicare drug plan while covered under the TruGreen LandCare Plan due to your employment (or someone else's employment, such as a spouse or parent); your coverage under the TruGreen LandCare Plan will not be affected. For most persons covered under the Plan, the Plan will pay prescription drug benefits first, and Medicare will determine its payments second. For more information about this issue of what program pays first and what program pays second, see the Plan's summary plan description or contact Medicare at the telephone number or web address listed below.

If you do decide to join a Medicare drug plan and drop your TruGreen LandCare prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back. To regain coverage you would have to re-enroll in the Plan, pursuant to the Plan's eligibility and enrollment rules. You should review the Plan's summary plan description to determine if and when you are allowed to add coverage.

For More Information About This Notice or Your Current Prescription Drug Coverage

Contact the person listed below for further information, or call (866) 900-3062. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through TruGreen LandCare changes. You also may request a copy.

For More Information About Your Options Under Medicare Prescription Drug Coverage

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov.
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help,
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and whether or not you are required to pay a higher premium (a penalty).

Date:	November 2013
Name of Entity/Sender:	TruGreen LandCare, LLC
Contact—Position/Office:	Benefits Manager
Address:	9416 Doctor Perry Rd., Ijamsville, MD 21754
Phone Number:	(866) 900-3062

Nothing in this notice gives you or your dependents a right to coverage under the Plan. Your (or your dependents') right to coverage under the Plan is determined solely under the terms of the Plan.

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HIPAA PRIVACY REMINDER

The privacy rules under the Health Insurance Portability and Accountability Act (HIPAA) require TruGreen LandCare, LLC to periodically send a reminder to participants about the availability of the Plan's Privacy Notices and how to obtain that notice. The Privacy Notice explains participants' rights and the plan's legal duties with respect to protected health information (PHI) and how the plan may use and disclose PHI. You can obtain a copy of the Privacy Notice by contacting the TruGreen LandCare Benefits Service Center or logging into the Benefits Enrollment Portal. Please refer to the Summary Plan Description for additional information.

WOMEN'S HEALTH AND CANCER RIGHTS NOTICE

TruGreen LandCare Employee Health Care Plan is required by law to provide you with the following notice:

The Women's Health and Cancer Rights Act of 1998 ("WHCRA") provides certain protections for individuals receiving mastectomy-related benefits. Coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedemas.

The TruGreen LandCare Employee Health Care Plan provide(s) medical coverage for mastectomies and the related procedures listed above, subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information on WHCRA benefits, please refer to your Summary Plan Description, BCBST, or contact your Plan Administrator.

NOTICE OF RIGHT TO DESIGNATE PRIMARY CARE PROVIDER AND OF NO OBLIGATION FOR PRE-AUTHORIZATION FOR OB/GYN CARE

You do not need prior authorization from TruGreen LandCare Employee Health Care Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the BCBST at (800) 565-9140.

NOTICE OF SPECIAL ENROLLMENT RIGHTS

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to later enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage).

Loss of eligibility includes but is not limited to:

- Loss of eligibility for coverage as a result of ceasing to meet the plan's eligibility requirements (i.e., legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction in the number of hours of employment);
- Loss of HMO coverage because the person no longer resides or works in the HMO service area and no other coverage option is available through the HMO plan sponsor;
- Elimination of the coverage option a person was enrolled in, and another option is not offered in its place;
- Failing to return from an FMLA leave of absence; and
- Loss of coverage under Medicaid or the Children's Health Insurance Program (CHIP).

Unless the event giving rise to your special enrollment right is a loss of coverage under Medicaid or CHIP, you must request enrollment within 31 days after your or your dependent's(s') other coverage ends (or after the employer that sponsors that coverage stops contributing toward the coverage).

If the event giving rise to your special enrollment right is a loss of coverage under Medicaid or CHIP, you may request enrollment under this plan within **60 days** of the date you or your dependent(s) lose such coverage under Medicaid or CHIP. Similarly, if you or your dependent(s) become eligible for a state-granted premium subsidy toward this plan, you may request enrollment under this plan within **60 days** after the date Medicaid or CHIP determine that you or the dependent(s) qualify for the subsidy.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

To request special enrollment or obtain more information, contact: TruGreen LandCare Benefits Service Center number is (866) 900-3062.

HEALTH INSURANCE MARKETPLACE NOTICE

New Health Insurance Marketplace Coverage Options and Your Health Coverage

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.[1]

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact TruGreen LandCare Benefits Service Center at (866) 900-3062.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit www.HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

[1] An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name TruGreen LandCare, LLC	**4. Employer Identification Number (EIN)** 36-4313318	
5. Employer address 9416 Doctor Perry Rd	**6. Employer phone number** (301) 874-3300	
7. City Ijamsville	**8. State** MD	**9. ZIP code** 21754
10. Who can we contact about employee health coverage at this job? TruGreen LandCare Benefits Service Center		
11. Phone number (if different than above) (866) 900-3062	**12. Email address**	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
  - ☐ All employees.
  - ☒ Some employees. Eligible employees are:
    - ✧ Regular, Full-Time Employees (except Laborers and Seasonal Employees) scheduled to work 30 or more hours per week
- With respect to dependents:
  - ☒ We do offer coverage. Eligible dependents are:
    - ✧ Legal Spouses and dependent children to age 26. In CA only, eligible dependents include registered domestic partners and their dependent children to age 26.
  - ☐ We do not offer coverage.

☐ If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

**Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

MEDICAID

Medicaid is a federal and state-funded program that provides medical and health-related services to certain low-income individuals. If your income is at or below 133% of the federal poverty level, you may be eligible for Medicaid.

For additional information on Medicaid eligibility and enrollment, you should contact your State Medicaid office or visit www.healthcare.gov and search for Medicaid. See the chart below for contact information. You may also contact the TruGreen LandCare Benefits Service Center for additional information.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for these programs, but also have access to health insurance through their employer. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a state listed below, you can contact your state Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your state Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, you can ask the state if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must permit you to enroll in your employer plan if you are not already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.** If you have questions about enrolling in your employer plan, you can contact the Department of Labor electronically at www.askebsa.dol.gov or by calling toll-free 1-866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2013. You should contact your state for further information on eligibility—

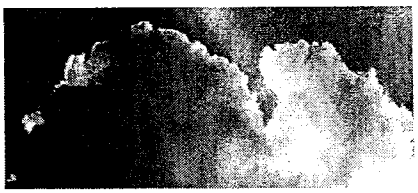
ALABAMA—Medicaid	**COLORADO—Medicaid**
Website: http://www.medicaid.alabama.gov Phone: 1-855-692-5447	Medicaid Website: http://www.colorado.gov/ Medicaid Phone (In state): 1-800-866-3513 Medicaid Phone (Out of state): 1-800-221-3943
ALASKA—Medicaid	
Website: http://health.hss.state.ak.us/dpa/programs/medicaid/ Phone (Outside of Anchorage): 1-888-318-8890 Phone (Anchorage): 907-269-6529	
ARIZONA—CHIP	**FLORIDA—Medicaid**
Website: http://www.azahcccs.gov/applicants Phone (Outside of Maricopa County): 1-877-764-5437 Phone (Maricopa County): 602-417-5437	Website: https://www.flmedicaidtplrecovery.com/ Phone: 1-877-357-3268
	GEORGIA—Medicaid
	Website: http://dch.georgia.gov/ Click on Programs, then Medicaid, then Health Insurance Premium Payment (HIPP) Phone: 1-800-869-1150
IDAHO—Medicaid and CHIP	**MONTANA—Medicaid**
Medicaid Website: www.accesstohealthinsurance.idaho.gov Medicaid Phone: 1-800-926-2588 CHIP Website: www.medicaid.idaho.gov CHIP Phone: 1-800-926-2588	Website: http://medicaidprovider.hhs.mt.gov/clientpages/clientindex.shtml Phone: 1-800-694-3084
INDIANA—Medicaid	**NEBRASKA—Medicaid**
Website: http://www.in.gov/fssa Phone: 1-800-889-9949	Website: www.ACCESSNebraska.ne.gov Phone: 1-800-383-4278
IOWA—Medicaid	**NEVADA—Medicaid**
Website: www.dhs.state.ia.us/hipp/ Phone: 1-888-346-9562	Medicaid Website: http://dwss.nv.gov/ Medicaid Phone: 1-800-992-0900
KANSAS—Medicaid	
Website: http://www.kdheks.gov/hcf/ Phone: 1-800-792-4884	

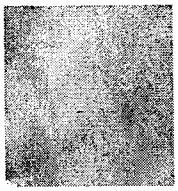
KENTUCKY—Medicaid	NEW HAMPSHIRE—Medicaid
Website: http://chfs.ky.gov/dms/default.htm Phone: 1-800-635-2570	Website: http://www.dhhs.nh.gov/oii/documents/hippapp.pdf Phone: 603-271-5218
LOUISIANA—Medicaid	**NEW JERSEY—Medicaid and CHIP**
Website: http://www.lahipp.dhh.louisiana.gov Phone: 1-888-695-2447	Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
MAINE—Medicaid	
Website: http://www.maine.gov/dhhs/ofi/public-assistance/index.html Phone: 1-800-977-6740 TTY: 1-800-977-6741	
MASSACHUSETTS—Medicaid and CHIP	**NEW YORK—Medicaid**
Website: http://www.mass.gov/MassHealth Phone: 1-800-462-1120	Website: http://www.nyhealth.gov/health_care/medicaid/ Phone: 1-800-541-2831
MINNESOTA—Medicaid	**NORTH CAROLINA—Medicaid**
Website: http://www.dhs.state.mn.us/ Click on Health Care, then Medical Assistance Phone: 1-800-657-3629	Website: http://www.ncdhhs.gov/dma Phone: 919-855-4100
MISSOURI—Medicaid	**NORTH DAKOTA—Medicaid**
Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-800-755-2604
OKLAHOMA—Medicaid and CHIP	**UTAH—Medicaid and CHIP**
Website: http://www.insureoklahoma.org Phone: 1-888-365-3742	Website: http://health.utah.gov/upp Phone: 1-866-435-7414
OREGON—Medicaid and CHIP	**VERMONT—Medicaid**
Website:http://www.oregonhealthykids.gov http://www.hijossaludablesoregon.gov Phone: 1-800-699-9075	Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427
PENNSYLVANIA—Medicaid	**VIRGINIA—Medicaid and CHIP**
Website: http://www.dpw.state.pa.us/hipp Phone: 1-800-692-7462	Medicaid Website: http://www.dmas.virginia.gov/rcp-HIPP.htm Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.famis.org/ CHIP Phone: 1-866-873-2647
RHODE ISLAND—Medicaid	**WASHINGTON—Medicaid**
Website: www.ohhs.ri.gov Phone: 401-462-5300	Website: http://hrsa.dshs.wa.gov/premiumpymt/Apply.shtm Phone: 1-800-562-3022 ext. 15473
SOUTH CAROLINA—Medicaid	**WEST VIRGINIA—Medicaid**
Website: http://www.scdhhs.gov Phone: 1-888-549-0820	Website: www.dhhr.wv.gov/bms/ Phone: 1-877-598-5820, HMS Third Party Liability
SOUTH DAKOTA—Medicaid	**WISCONSIN—Medicaid**
Website: http://dss.sd.gov Phone: 1-888-828-0059	Website: http://www.badgercareplus.org/pubs/p-10095.htm Phone: 1-800-362-3002
TEXAS—Medicaid	**WYOMING—Medicaid**
Website: https://www.gethipptexas.com/ Phone: 1-800-440-0493	Website: http://health.wyo.gov/healthcarefin/equalitycare Phone: 307-777-7531

To see if any more states have added a premium assistance program since July 31, 2013, or for more information on special enrollment rights, you can contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565



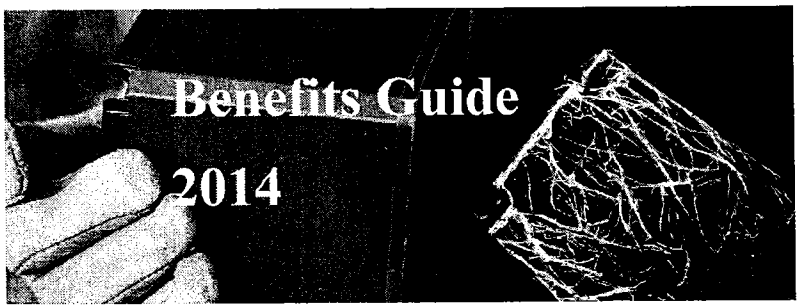


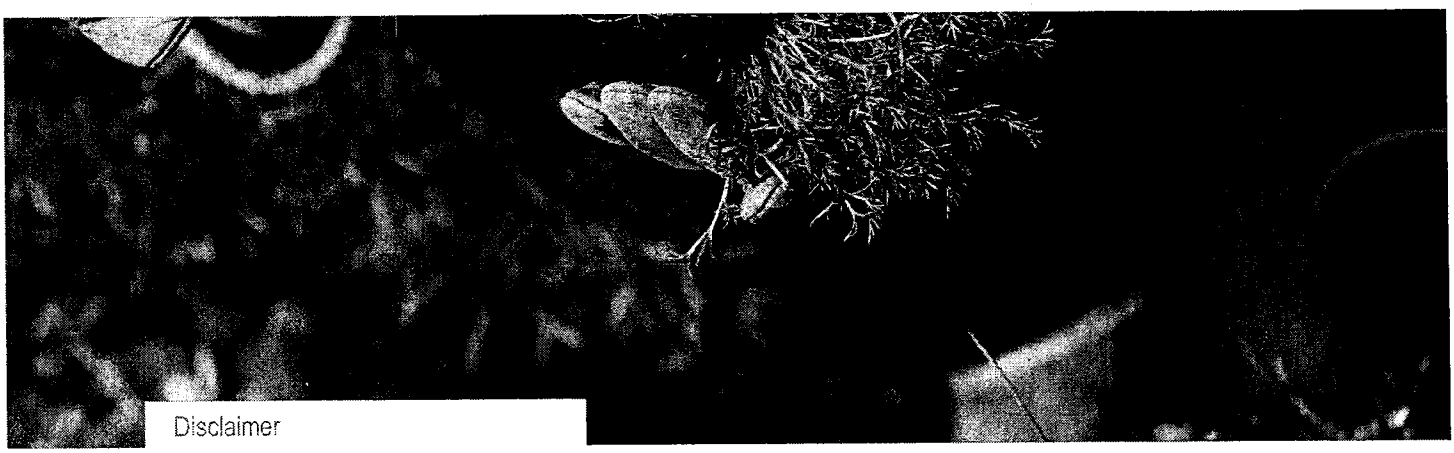






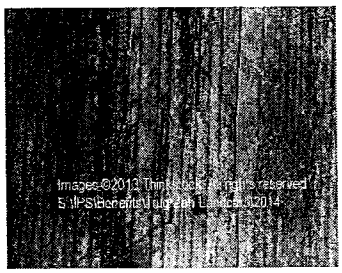
Benefits Guide 2014





Disclaimer

Please note: The benefit information in this bulletin is intended for informational use only. It does not contain all of the benefit provisions, limitations, and qualifications. If this information varies from the contract, the contract will prevail.



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TRUGREEN LandCare℠

9416 Doctor Perry Rd., Ijamsville, MD 21754 (877) LandCare



TruGreen LandCare Medical Plans Comparison 2014 and 2013

	2014				2013					
	Smart Saver Medical Plan		Choice PPO Medical Plan		HSA 3000		Value PPO		Premium PPO	
Benefits	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**
Annual Deductible										
Single	$3,000	$6,000	$5,000	$10,000	$3,000	$6,000	$2,500	$7,500	$1,200	$3,600
Family	$9,000	$18,000	$10,000	$20,000	$9,000	$18,000	$5,000	$15,000	$2,400	$7,200
Coinsurance After Deductible										
Plan Pays	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible
You Pay	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible
Annual Out-of-Pocket Maximum										
Single	$6,000	$12,000	$6,350	$11,500	$6,000	$12,000	$6,350	$11,500	$6,350	$11,500
Family	$12,700	$27,000	$11,500	$23,000	$18,000	$27,000	$11,500	$18,500	$11,500	$18,500
Preventive Care	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible
Physician Office Visit	70% after deductible	50% after deductible	100% after $30 copay	50% after deductible	70% after deductible	50% after deductible	100% after $30 copay	50% after deductible	100% after $30 copay	50% after deductible
Specialist Office Visit	70% after deductible	50% after deductible	100% after $40 copay	50% after deductible	70% after deductible	50% after deductible	100% after $40 copay	50% after deductible	100% after $40 copay	50% after deductible
Emergency Services	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible
Inpatient/Outpatient	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Prescription Drugs	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**
Annual Deductible										
Single	applied to annual medical deductible		$50		applied to annual medical deductible		$50		$50	
Family			$100				$100		$100	
Retail (30 day supply)										
Generic	70% after deductible	50% after deductible	100% after $8 copay	50% after deductible	70% after deductible	50% after deductible	100% after $8 copay	Not Covered	100% after $8 copay	100% after $8 copay
Formulary	70% after deductible	50% after deductible	75% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx
Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx
Mail Order (90 day supply)										
Generic	70% after deductible	50% after deductible	100% after $21 copay	50% after deductible	70% after deductible	50% after deductible	100% after $21 copay	100% after $21 copay	100% after $21 copay	100% after $21 copay
Formulary	70% after deductible	50% after deductible	75% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx
Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $200 per Rx	50% after deductible	70% after deductible	50% after deductible	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx
Employee Premiums (paid on a pre-tax basis)										
Weekly										
You only	$17.76		$29.43		$16.60		$25.98		$42.61	
You +1 dependent	$27.64		$50.03		$25.86		$44.38		$89.18	
You +2 dependent	$31.66		$60.60		$29.61		$56.28		$100.33	
You +3 or more dependents	$36.67		$69.57		$34.31		$65.22		$111.48	
Semi-Monthly										
You only	$38.48		$63.76		$35.28		$55.22		$90.56	
You +1 dependent	$59.88		$108.39		$54.94		$94.30		$189.51	
You +2 dependent	$68.60		$131.31		$62.92		$119.60		$213.20	
You +3 or more dependents	$79.45		$150.74		$72.91		$138.59		$236.89	

Updated October 2013

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FORM LW-8.1

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014) FOR SAN GABRIEL VALLEY MEDIANS

PROPOSER: TruGreen LandCare

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY SUN	MON	TUE	WED	THU	FRI	SAT	HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
TBD		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
TBD		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
TBD		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -

Comments/Notes:		
	Total Annual Salaries	$ 73,881.60
	(1) Vacations, Sick Leave, Holiday	$ 5,000.00
	(2) Health Insurance ***	$ 9,000.00
	(3) Payroll Taxes & Workers' Compensation	$ 4,000.00
	(4) Welfare and Pension	$
	Total Annual Employee Benefits (1+2+3+4)	$ 18,000.00
	(5) Equipment Costs	$ 9,000.00
	(6) Service and Supply Costs	$ 30,093.40
	(7) General and Administrative Costs	$ 7,000.00
	(8) Profit	$ 11,000.00
	Total Annual Other Costs (5+6+7+8)	$ 57,093.40
	TOTAL ANNUAL PRICE	$ 148,975.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Living wage rate shall be at least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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The above information was complied from 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 requirements of the proposal.

Joe Espinoza
Name of Proposer

Signature

1/8/14
Date

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location? 300	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	SEE ATTACHED
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	SEE ATTACHED

301

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	SEE ATTACHED
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	SEE ATTACHED

3 of 6

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	SEE ATTACHED
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	SEE ATTACHED
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	SEE ATTACHED

DATED: 01-09-14 PROPOSER'S SIGNATURE: _____

305

FORM LW-9
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

1. Tracking Hours Worked

1.1 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.

1.2 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.

1.3 Central Site

2. Reporting Time

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.

3. Records of Actual Time Worked

3.1 Daily time card, weekly time card, and route sheet.
3.2 Daily time card, weekly time card, route sheets and certified payroll.
3.3 Records are kept daily.
3.4 Office Staff
3.5 Area Supervisor, Area Manager, Branch Manager, Office Manager and Payroll Clerk. We are checking that hours are allocated correct to jobs and that hours reported are actual hours.
3.6 These records are kept in files for at least 10 years.
3.7 Yes, they are used as a source document to create Proposer's payroll.
3.8 See attached.

4. Other Records Used to Create Payroll

4.1 Source documents are used to create payroll records.
4.2 Payroll clerk, Office Manager and Branch Manager
4.3 Yes
4.4 The source document is first approved by the Area Supervisor, Area Manger, and Branch Manager. The source document is compared to the route sheet.

5. Breaks

5.1 Breaks are taken and monitored by the Area Supervisor and audited by the Area Manager.
5.2 Yes
5.3 Area Supervisor, Area Manager and Branch Manager.

6. How Payroll is Prepared

6.1 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.

6.2 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.

6.3 Single check is received by employee for straight time and overtime.

6.4 Hourly rate and all deductions.

6.5 See attached

7. Manual Payroll System

7.1 TruGreen LandCare does not use a manual payroll system.
7.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.

8. Automated Payroll System

8.1 Daily time cards are submitted to the payroll clerk, payroll clerk inputs hours into system. Payroll report is checked for accuracy by payroll clerk, Office Manger and Branch Manager.
8.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.
8.3 The calculation is embedded into eh software program.

9. Travel Time

9.1 Travel time is paid at a regular rate.
9.2 The travel time is paid at the highest rate.
9.3 A. During the first part of the shift employee is paid at County Living Wage and travel time will be paid at highest rate, and the latter part of day will be paid at the appropriate rate.
B. Employee will be paid 8 hours at County Living Wage.

10. Overtime

10.1 The system is designed to track and pay overtime.
10.2 The system is designed to track and pay multiple wage rates

CO.	FILE	DEPT.	CLOCK	VCHR NO.
T7U	881722	006354	0123 99881722	0000521714

028-0123

TRUGREEN LandCare

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Earnings Statement

Period Beginning: 12/15/2013
Period Ending: 12/21/2013
Pay Date: 12/27/2013

00000001846
JULIAN LOPEZ ARVIZU

Taxable Marital Status:
Exemptions/Allowances:
Federal: 2
CA: 2

Social Security Number:

Earnings	rate	hours	this period	year to date
Normal	11.8400	34.00	402.56	22,567.04
Dia Festivo				663.04
Licencia De Lut				189.44
Vacaciones				94.72
Gross Pay			**$402.56**	23,514.24

Deductions	Statutory		
Federal Income Tax		-9.29	754.28
Social Security Tax		-24.96	1,457.88
Medicare Tax		-5.84	340.96
CA SUI/SDI Tax		-4.02	235.14
Other			
Cheques 1		-357.64	20,684.67
Vol Ad&D		-0.81	41.31
Net Pay		**$0.00**	

Your federal taxable wages this period are $402.56

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TEAR HERE
©2000 ADP, Inc.
VERIFY DOCUMENT AUTHENTICITY. COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM.

TRUGREEN LandCare

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Advice number: 00000521714
Pay date: 12/27/2013

Deposited to the account of	account number	transit ABA	amount
JULIAN LOPEZ ARVIZU		xxxx xxxx	$357.64

COPY
THIS IS NOT A CHECK
NON-NEGOTIABLE

309

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-16-13

Monday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:30	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
#REF!			6:00	1:30	7							7
MD-3 West												2.1

Area Manager Signature: X

Total Hours to be Keyed: 9.1

Paycodes - Paid (Non productive 805) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 813) (Admin 818)
Paycodes - NonPaid (No Show,np 900)(Excused 901) (Vacation,np 907) (Funeral,np 908) (Sick,np 909) (Jury Duty,np 910) (Holiday,np 911) (RainDay,np 925)

310

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-17-13

Tuesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 801) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show.np 900) (Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-18-12

Wednesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												2.1

Area Manager Signature: X

Total Hours to be Keyed: 2.1

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

9/2

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-19-13

Thursday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	Marcos A. Xitumul
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	Luis Casillas

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
MD-3 West	0001		6:00	1:30	7							7
												2.1

Area Manager Signature: X

Total Hours to be Keyed: 2.1

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

3/3

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-20-13

Friday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show np 900) (Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

3/4

SECTION 14

SUBCONTRACTORS' FORMS LIST

TruGreen LandCare will not utilize any Subcontractors on any part of this contract

SECTION 15

Request for Proposals – PART 1

15. Living Wage Ordinance – Application for Exemption

Forms LW-2, LW-3, LW-4, LW-5, LW-7, LW-8, LW-9 are all included in Section 13 (Part 1)

SECTION 16

Request for Proposals – PART 1

16. Additional Information

TRUGREEN LandCare[sm]

DESIGNATION OF REPRESENTATIVE

I, Letha W. Sanders, Vice President & Secretary of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Joe Espinoza, Branch Manager, TruGreen LandCare, 4134 Temple City Blvd., Rosemead, California 91770 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of contracts entered into on behalf of the Company with the County of Los Angeles Department of Public Works to furnish Landscape and Grounds Maintenance Services pursuant to that certain Request for Proposals No. 2013-PA014.

This Designation of Representative expires at midnight, December 30, 2014.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: Letha W. Sanders
Letha W. Sanders
Vice President & Secretary

Dated: December 30, 2013

SEAL

321

ENCLOSURE A.2

BOARD EXECUTE

Agreement

78213

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

TRUGREEN LANDCARE

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR
ROAD MAINTENANCE DISTRICT 3 MEDIANS (2013-PA014)

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EXHIBIT E Defaulted Property Tax Reduction Program
EXHIBIT F Performance Requirements Summary
EXHIBIT G Service Area Maps

AGREEMENT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR ROAD MAINTENANCE DISTRICT 3 MEDIANS

THIS AGREEMENT, made and entered into this 10th day of June, 2014, by and between the 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 California general partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 13, 2014, hereby agrees to provide services as described in this Contract for Landscape and Grounds Maintenance Services (2013-PA014).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F Performance Requirements Summary, Exhibit G, Service Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

78213

THIRD: 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 the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $413,403 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2014 or Board approval whichever occurs last. The COUNTY shall have the sole option to extend this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: 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.

NINTH: The CONTRACTOR shall not perform or accept work requests from the 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.

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

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, 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.

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THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract 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 Chairman 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 _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS

41 JUN 10 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

TRUGREEN LANDCARE

By _____
Its Managing Member

JOE ESPINOZA
Type or Print Name

782113

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 5, 2014 before me, Ann E. Meisser, Notary Public,
(Here insert name and title of the officer)

personally appeared Joe Espinoza,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANN E. MEISSER
COMM. # 1994064
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES NOV. 11, 2016

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Landscape & Road Maintenace Agreement Dist. 3 median

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 4 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

SCOPE OF WORK
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
(2013-PA014)

A. Public Works Contract Manager

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 1, San Gabriel Valley Medians contract will be Mr. Pedro Pan, who may be contacted at (626) 337-1277, e-mail address: ppan@dpw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5 p.m.

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 3, Road Maintenance District 3 Medians contract will be Ms. Peggy Oki, who may be contacted at (310) 348-6448, e-mail address: poki@dpw.lacounty.gov, Monday through Thursday, 6 a.m. to 4:30 p.m.

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 4, East Los Angeles Medians contract will be Mr. Daniel Aka, who may be contacted at (562) 869-1176, e-mail address: daka@dpw.lacounty.gov, Monday through Thursday and alternate Friday, 7 a.m. to 4:30 p.m.

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 the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibits G.1 through G.3, Service Area Maps, provide a more detailed outline of each landscape and grounds maintenance service area and are located throughout the County of Los Angeles. The service area maps are provided in the following exhibits:

Exhibit G.1 – San Gabriel Valley Medians
Exhibit G.2 – Road Maintenance District 3 Medians
Exhibit G.3 – East Los Angeles Medians

The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. Hours and Days of Maintenance Services

1. The maintenance service shall be primarily performed, Monday through Friday, except County observed holidays, at which time the service shall be done before or after such holiday, 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.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

Work hours may be altered, when necessary, with the approval of the Contract Manager.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed days and hours of service.

D. Work Description

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 and in a professional manner. 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:

   a. Maintenance of turf, groundcover, shrubs, and trees.

   b. Pruning of trees and shrubs.

   c. Control of weeds, vegetation disease, pests, and rodents.

   d. Maintenance, operation, and repair of all irrigation systems, sprinkler heads, and risers.

   e. Renovation of turf and groundcover areas.

   f. Maintenance and repair of low impact development (LID) systems.

   Such activities shall be performed pursuant to these specifications

and to the frequencies established by Public Works, as set forth herein by Public Works in Form PW-2, Schedule of Prices, and shall govern the Contractors performance obligation for the specified area.

3. Not 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 Section C, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.

6. 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. Submit advanced weekly work schedules for all work to be performed the following week. See Section H, Maintenance Schedules.

8. Submit weekly maintenance inspection report to the Contract Manager at least once a month. See Section G, Maintenance Function Report and Form PW-2, Schedule of Prices.

9. 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.

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

Public Works reserves the right to determine if any work is or will be needed and/or requested under this Contract, at Public Works' sole and absolute discretion. The Contractor waives all claims against Public Works for any damages resulting from Public Works' failure to use the Contractor's services including, but not limited to, lost profit.

E. Management/Supervision

The Contractor shall:

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

2. This contract requires, but not limited, to the following personnel:

   a. Management and Administrative Support (owner, office staff, etc.)

   b. Field Supervisor

      1) The field supervisor shall closely monitor its crews to prevent and/or detect operational irregularities and noncompliance with contractual requirements. This person will be responsible for quality control.

      2) The field supervisor will maintain a report as described in Section G, Maintenance Function Report. The Report shall be submitted once a month at a minimum; however, the Contract Manager may request a copy of inspection report at any time.

      3) The field supervisor shall not be the same person as the working foreman described below.

   c. Landscaping Crew(s)

      1) A working foreman shall be part of the working crew. The working foreman will be in charge of the working crew.

      2) An adequate number of workers to ensure the work at each site are completed correctly and during the scheduled time.

3. The Contractor's executive, management, administrative, 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.

4. Ensure its executive, management, administrative, and supervisory staffs are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for each jobsite shall be kept by each operating crew.

5. Ensure its executive, management, administrative, and supervisory staffs provide ongoing observation and correction of operations to ensure compliance with these specifications. Public Works' deficiency notices, deductions, or inspections will not be utilized or viewed as a substitute for the Contractor's ongoing direction and management of its employees.

F. Ongoing General Maintenance Tasks

1. Mowing

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.

b. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Contractor's workers shall stop immediately once they notice mowing equipment is producing these unsightly conditions.

c. 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.

d. 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.

e. Perform mowing operations on a schedule (Dates, days, and or hours of scheduled work) that is acceptable to the Contract Manager.

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

g. During leaf drop periods (autumn through winter), when there is an abundance of fallen leaves, mowing leaves on turf areas is not permitted. Contractor shall rake and pick up leaves from turf before commencing mowing operations.

h. Glass bottles shall be picked up and not be driven over or broken.

i. Excessively wet turf areas shall not be driven across.

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

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

2. Mechanical Edging

The Contractor shall:

a. Trim all turf median edges with a lawn edge trimmer. The Contractor shall not use herbicide for this purpose.

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

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

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

e. Maintain the turf adjacent to sprinklers at the same height as the surrounding turf. The exception would be if the normal turf height prevents the sprinklers from working properly. In such a case, keep the turf edges trimmed low adjacent to sprinklers to provide optimum water coverage. Likewise, keep turf adjacent to valve boxes, meter boxes, backflow devices, and other equipment and obstacles at the same height as the surrounding turf.

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

g. Clear walkways, planting areas and curb and gutters immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

3. Weed Removal

The term "weed" applies to any vegetation that is obviously not a part of the planned landscaping (i.e., a single pine sapling growing in a planting area where mature Crape Myrtle trees are growing).

The Contractor shall:

a. Keep all grass like weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control. Control weed growth before weeds exceed six inches in spread and height.

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

c. Determine, in consultation with the 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 or mechanical removal
- Cultivation
- Chemical Eradication (Refer to Section S, Use of Chemicals)
- Mulching

d. Not perform chemical eradication without first receiving permission from the Contract Manager.

e. Maintain, in a weed-free condition, developed areas of a facility that have become denuded.

f. Leave in a natural state, designated areas by County 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.

4. Litter Control

The Contractor shall:

a. Inspect 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, erosion and other accumulated debris and undesirable materials.

b. Perform litter control operations along, but not limited to, turf, walkways, adjacent roadway gutters, service roads, between and around planted areas, steps, planters, drains, 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.

c. At sites with trash containers for the general public, remove all trash from containers at least once per week. Complete trash pickup before the end of the workday.

5. Raking

a. The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf and areas under trees.

b. During leaf drop periods (autumn through winter), when there is an abundance of fallen leaves, mowing leaves on turf areas is not permitted. Contractor shall rake and pick up leaves from turf before commencing mowing operations.

6. Shrub/Hedge/Tree Pruning and Trimming

The Contractor shall:

a. General

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

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

3) Remove all dead shrubs.

4) 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.

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

6) Remove all pruned and/or trimmed plant material from site the same day.

7) 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) Use only hedge trimmers to trim shrubs and hedges. Under no circumstances shall hedge shears or lawn edge trimmers be used as a means of pruning or trimming.

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

10) Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.

11) Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.

12) Remove and dispose of all trimming and debris off-site at the end of each day's work at Contractor's expense.

13) 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.

14) Do 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.

15) Do not trim palm trees during the bird nesting season of March 15 through August 31 unless otherwise approved by the Contract Manager.

16) Prune trees as seasonally proper according to a certified arborist and/or a certified horticulturist.

b. Trees - prune trees to maintain good tree health and structure to 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 a certified arborist and/or a certified horticulturist's 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. Tree 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) A certified arborist and/or a certified horticulturist shall conduct a site visit and provide a written report to the Contract Manager before and after any pruning of trees.

c. Shrubs - prune shrubs to encourage healthy growth habits and 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) 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.

3) 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.

4) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

5) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.

6) Climbing spurs shall not be used.

7) 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.

d. Pruning Criteria:

1) Removal of weak, diseased, insect infested and damaged limbs as recommended by a certified arborist and/or a certified horticulturist.

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.

7. Groundcover Maintenance

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.

e. Maintain and replenish mulch accordingly in order to maintain a minimum 3-inch layer at all times. Contractor shall submit a mulch sample to the Contract Manager, including the supplier information, prior to replenishing area with new mulch.

f. Inspect any signs of pests, e.g. ants, and fungus, e.g. mushrooms, on ground. Eradicate as necessary.

8. Dethatching

Dethatching operations shall not begin until the Contractor's equipment has been inspected and approved by the Contract Manager or designee.

The Contractor shall:

a. Before dethatching, mow turf to approximately half of the usual height.

b. Take care to avoid unnecessary or excessive injury to the turf grass.

c. Use standard power vertical mowing equipment designed for dethatching turf. For sections of the turf not accessible to a power vertical mower, a thatching rake shall be used.

d. Vertically mow and remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

e. Sweep or rake or take the dislodged thatch from the turf areas. Removal of all debris from this operation is at the cost of the Contractor.

f. 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 dethatching operation, all turf areas shall be over-seeded, covered with topsoil, and watered.

3) Areas to be over-seeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.

4) Clean topsoil shall be spread evenly over the entire area to a uniform depth.

9. Aerating

a. Aerating operations cannot begin until the Contractor's equipment has been inspected by the Contract Manager or designee.

b. 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.

10. Turf Reseeding/Restoration of Bare Areas

The Contractor shall:

a. Over-seed 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 approved by the Contract Manager.

c. Once each year in the fall, over-seed all turf areas after aeration and over-seed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerate, 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.

d. Use sod when deemed necessary by the Contract Manager. Contractor may be entitled to additional compensation for the cost of the sod only provided that the loss of turf was proven to be 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%

11. Turf and Plant Fertilization

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. Apply 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.

f. Recognize that fertilization requirements vary according to plant type and season.

12. Sweeping

The Contractor shall:

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

b. Clean walkways, steps, curbs and gutters, 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. Comply with 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 prior to 7 a.m., or later than 3:30 p.m. Any schedule of such operations may be modified by the Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

d. 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.

13. Disease/Insect/Rodent Control

The Contractor shall:

a. Maintain all areas free of disease, insects, and rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems.

b. Notify the Contract Manager immediately of any diseases, insects, rodent, or unusual conditions that might be developing.

c. Fumitoxin (Aluminum Phosphide) shall be used for the control of rodents and is subject to the provisions of Section S, Use of Chemicals.

d. Provide, 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.

14. Chemical Application

The Contractor shall:

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

b. Employ precautionary measures when using chemicals. Chemicals shall not be applied during windy days. Chemicals shall be applied in a manner to minimize drift.

c. Shall not use chemicals in lieu of edging operations on turf areas.

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

e. Shield trunks, stems, or foliage from the chemical application to avoid damaging them.

f. 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.

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

h. Inspect all walkways, beds, planters, landscapes, and spot treat weeds as necessary.

15. Watering and Irrigation System

a. General

The Contractor shall:

1) Recognize that water requirements vary according to plant type and season. Contractor shall 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 also 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.

2) Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and all the factors considered, 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.

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

4) For the areas where wind creates problems of spraying water onto private property or road right of ways, Contractor shall set the controllers to operate during time of day with lowest wind velocity, which would normally occur at night or early morning hours.

5) 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 turf. "In lawn" trees and other planting shall be protected from over watering and runoff drowning.

6) 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.

7) Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to over water in shady areas.

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

9) Know how to operate controllers and sensors, e.g. CALSENSE, Rainbird, and LEIT by DIG or controllers utilized at each project site.

10) Make certain that locations with manually operated irrigation systems are watered according to the schedule provided by the Contract Manager in order to keep turf/plants from drying out.

11) 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.

b. Maintenance and Repair

The Contractor shall:

1) Be responsible for maintenance of the irrigation system.

2) Inspect weekly and report the status of the irrigation system to the Contract Manager in accordance with the frequencies listed in Form PW-2, Schedule of Prices.

3) Be responsible for understanding the principle and the operation of the irrigation systems that are equipped with weather based automatic irrigation controllers. Contractor is responsible for checking the controller weekly to make sure it is functioning with weather base input as programmed.

4) Be responsible for the inspection and maintenance of

irrigation systems that are equipped with sensors, e.g. rain bucket, soil moisture sensors, weather stations, as stated Form PW-2, Schedule of Prices.

5) Be responsible for any repair and replacement of the following irrigation components from downstream of the backflow device to the heads, as needed: sprinkler heads, P.V.C. pipes, schedule 80 nipples, caps, plugs, elbows, couplings, risers, swing joints, quick couplers, plumbing systems , remote control valves, gate valves, automatic controllers, main and lateral irrigation lines, and all other appurtenant components. Any cost and labor associated with such repairs and replacement shall be the responsibility of the Contractor unless specifically stated as as-needed work on the PW-2.

6) Recover and refasten removed valve box covers. Damaged or missing valve box covers shall be immediately replaced by the Contractor.

7) Notify the Contract Manager regarding the need for replacement or relocation of any irrigation components or valve box covers. The Contractor will indicate the problem and location. Sprinkler heads shall be exempt from notification and should be replaced immediately.

8) Notify the Contract Manager if a controller cabinet is damaged or missing. Repair and/or replacement of damaged or missing controller cabinets may be requested by the Contract Manager. Any cost for repair or replacement will be reimbursed by Public Works.

9) Replace the irrigation system with originally specified parts/equipment of the same size and quality in kind. Prior to the installation, the Contract Manager may approve the Contractor's request to use substitute parts/equipment.

10) Complete repair and/or replacement of any irrigation components that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.

11) Flush irrigation pipelines following repairs and replacements.

12) Restore all landscaped areas to their original condition following maintenance or repair of the irrigation system that may have caused alterations.

c. Operability and Testing

The Contractor shall:

1) Cycle controller(s) through each station both manually and automatically. Check the function of all facets of the irrigation system, including inspection of drip emitters, drip tubes, inspecting/clean and flush filters, etc. Report any damage or incorrect operations to the Contract Manager.

2) During testing:

a) 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.

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

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

d) Replace or repair inoperable irrigation equipment.

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

4) 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.

d. Frequency

The Contractor shall:

1) If applicable, Contractor shall inspect automatic irrigation controller by opening the cover of the controller and check for any alerts and message on a weekly basis.

2) 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.

3) Inspect sprinkler heads and drip lines/emitters, and adjust and correct for coverage once per week.

4) Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads and drip lines/emitters as needed.

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

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

7) Flush irrigation pipeline after repair or replacement of irrigation components.

8) If an automatic irrigation system or a portion of a system malfunctions, the Contract Manager may require the Contractor to manually turn on/off the system for a period of 90 days without additional charge by the Contractor. 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.

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

e. Site Inspection and Reporting

The Contractor shall:

1) Each time a jobsite/facility receives service, check for irrigation system malfunctions and hazards. 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.

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

3) Immediately notify the Contract Manager if an operability check cannot be thoroughly completed within the designated time frame.

4) Ensure that all its crews and supervisors working or reviewing a Jobsite/facility appropriately mitigates any observed hazards included marking or otherwise preventing access by others to the extent possible and immediately report hazards to the Contract Manager verbally and in writing.

16. Low Impact Development (LID) Systems – Maintenance and Repair

a. Bioretention

The Contractor shall:

1) Inspect soil and repair eroded areas.

2) Inspect for erosion or damage to vegetation, preferably at the end of the wet season to schedule summer maintenance and before major fall ru noff to be sure the strips are ready for winter. However, additional inspection after periods of heavy runoff may be requested by the Contract Manager.

3) Inspect to ensure grass is well established. If not, notify the Contract Manager and upon approval of the Contract Manger either prepare soil and reseed or replace with alternative species. Install erosion control blanket.

4) Inspect for litter and debris, and areas of sediment accumulation.

5) Inspect health of trees and shrubs.

6) Water all new plants daily for two weeks.

7) Remove litter and debris.

8) Remove all accumulated sediment.

9) Notify Contract Manager of existence of all dead and diseased trees, shrubs, and other vegetation. Upon approval of the Contract Manager remove and replace dead and diseased vegetation.

10) Mow turf areas.

11) Repair erosion at inflow points.

12) Repair outflow structures.

13) Unclog underdrain structure.

14) Add mulch when needed. Mulch shall be replaced every two to three years or when bare spots appear. Remulch prior to the wet season.

15) Replace tree stakes and wires, unless support is no longer necessary.

16) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.A.

b. Infiltration Basin

The Contractor shall:

1) Inspect newly established vegetation at least once monthly for the first year to determine if any landscape maintenance (reseeding, irrigation, etc.) is necessary.

2) Inspect for the following issues: signs of wetness or damage to structures, erosion of the basin floor, dead or dying grass on the bottom, condition of riprap, drain time, media clogging, signs of petroleum hydrocarbon contamination, standing water, litter and debris, sediment accumulation, slope stability, pretreatment device condition.

3) Factors responsible for clogging should be repaired immediately.

4) Weed at least once monthly.

5) Stabilize eroded banks.

6) Repair undercut and eroded areas at inflow and outflow structures.

7) Maintain access to the basin for regular maintenance activities.

8) Mow as appropriate for vegetative cover species.

9) Monitor health of vegetation and replace as necessary.

10) Control mosquitoes as necessary. Notify Contract Manager of existence.

11) Remove litter and debris from infiltration basin area as required.

12) Mow and remove grass clippings, litter, and debris.

13) Trim vegetation at the beginning and end of the wet season to prevent establishment of woody vegetation and for aesthetic and vector reasons.

14) Replant eroded or barren spots to prevent erosion and accumulation of sediment.

15) Scrape bottom, remove and properly dispose all accumulated sediment.

16) Seed or sod to restore ground cover.

17) Disc or otherwise aerate bottom.

18) Dethatch basin bottom.

19) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.B.

c. Stormwater Bioretention Filtration Basin

The Contractor shall:

1) Ensure that the system is functioning properly.

2) Inspect after every major storm to ensure that the system is functioning properly.

3) Ensure that filter surface, inflow, and high flow bypass are clear of debris.

4) Check to ensure that the filter surface is not clogging.

5) Ensure that activities in the drainage area minimize oil/grease and sediment entry to the system.

6) Inspect for standing water, sediment, litter and debris, structural damage, and to identify potential problems.

7) Check to see that the filter bed is clean of sediments and the inflow chamber contains no less than 6 inches of clearance between the surface of the mulch/washed CAB layer and the bottom of the grates. Remove accumulated sediment when inflow chamber contains less than 6 inches of clearance.

8) Inspect grates.

9) Inspect inflow and high flow bypass to ensure good condition and no evidence of erosion.

10) Ensure that flow is not bypassing the facility.

11) Ensure that no noticeable odors are detected outside the inflow.

12) Remove litter and debris from the sedimentation chamber.

13) Prevent grass clippings from washing into the filter.

14) Remove litter and debris from inlet grates to maintain the inflow capacity of the media filter.

15) Upstream vegetation should be maintained as needed.

16) Notify the Contract Manager upon discovery of any missing or damaged structural parts.

17) Stabilize any eroded areas.

18) If facility drain time exceeds 48 hours, notify the Contract Manager and upon approval from the Contract Manager, remove and replace the top 3 inches of mulch/washed CAB and, if required, remove and replace the bottom 24 inches to 25 inches of sand/soil/concrete aggregate mix.

19) Inspect and evaluate the health of the tree or other vegetation planted within the unit and trim, pruning, or replace the vegetation as necessary. Notify the Contract Manager before removing and replacing any vegetation.

20) Inspect the mulch/washed CAB levels and if levels are below 8 inches from the bottom of the grate, contact the Contract Manager and upon approval of the Contract Manager, install additional mulch/washed CAB and ensure correct position of erosion control stones.

21) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.C.

d. Vegetated Buffer Strip

The Contractor shall:

1) Inspect buffer strip and repair all damage.

2) Inspect buffer strips after seeding and repair as needed.

3) Inspect soil and repair eroded areas.

4) Inspect for erosion or damage to vegetation, preferably at the end of the wet season to schedule summer maintenance and before major fall runoff to be sure the strips are ready for winter. Additional inspection after periods of heavy runoff may be requested by the Contract to be performed at the unit rates for All Site Inspection and Reporting per requirements in Form PW-2.

5) Inspect pea-gravel diaphragm/level spreader for clogging and effectiveness and remove built-up sediment.

6) Inspect for rolls and gullies. Immediately fill with topsoil, install erosion control blanket and seed or sod.

7) Inspect to ensure grass is well established. If not, notify the Contract Manager and upon approval of the Contract Manager either prepare soil and reseed or replace with alternative species. Install erosion control blanket.

8) Check for debris and litter, and areas of sediment accumulation.

9) Water all new plants daily for two weeks after planting.

10) Mow regularly to maintain vegetation height between 2 inches to 4 inches, and to promote thick, dense vegetative growth. Cut only when soil is dry to prevent tracking damage to vegetation, soil compaction and flow concentrations. Clippings are to be removed immediately after mowing.

11) Remove all litter, branches, rocks, or other debris. Damaged areas of the filter strip should be repaired immediately by reseeding and applying mulch.

12) Regularly maintain inlet flow spreader.

13) Irrigate continuously in order to maintain the vegetation.

14) Add mulch when needed. Mulch shall be replaced every two to three years or when bare spots appear. Remulch prior to the wet season.

15) Notify Contract Manager of existence of all dead and diseased trees, shrubs, and other vegetation. Upon approval of the Contract Manager remove and replace dead and diseased vegetation.

16) Remove sediment and replant in areas of buildup. Sediment accumulating near culverts and in channels should be removed when it builds up to 3 inches at any spot, or covers vegetation.

17) Rework or replant buffer strip if concentrated flow erodes a channel through the strip.

18) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.D.

a. Vegetated Swale

The Contractor shall:

1) Inspect after seeding and after all major storms for any damages.

2) Inspect for signs of erosion, damage to vegetation, channelization of flow, debris and litter, and areas of

sediment accumulation. Perform inspections at the beginning and end of the wet season. Additional inspections after periods of heavy runoff may be requested by the Contract Manager.

3) Inspect level spreader for clogging, grass alongside slopes for erosion and formation of rills or gullies, and sand/soil bed for erosion problems.

4) Mow grass to maintain a height of 3 inches to 4 inches, for safety aesthetic, or other purposes. Litter should always be removed prior to mowing. Clippings should be composted.

5) Irrigate swale during dry season (April through October) or when necessary to maintain the vegetation.

6) Provide weed control to control invasive species.

7) Remove litter, branches, rocks blockages, and other debris and dispose of properly.

8) Maintain inlet flow spreader (if applicable).

9) Repair any damaged areas within a channel identified during inspections. Erosion rills or gullies should be corrected as needed. Bare areas should be replanted as necessary.

10) Declog the pea gravel diaphragm, if necessary.

11) Correct erosion problems in the sand/soil bed of dry swales.

12) Upon approval of the Contract Manager, plant an alternative grass species if the original grass cover has not been successfully established. Reseed and apply mulch to damaged areas.

13) Remove all accumulated sediment that may obstruct flow through the swale. Sediment accumulating near culverts and in channels should be removed when it builds up to 3 inches at any spot, or covers vegetation, or once it has accumulated to 10 percent of the original design volume. Replace the grass areas damaged in the process.

14) Rototill or cultivate the surface of the sand/soil bed of dry swales if the swale does not draw down within 48 hours.

15) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair

operations. The required inspection and maintenance report is provided as Exhibit I.16.E.

b. All other LID Systems

The Contractor shall, at a minimum:

1) Perform a monthly inspection in order to evaluate the overall existing conditions, identify potential structural irregularities such as bank slumping, erosion, or other harmful conditions. All irregularities shall be reported to the Contract Manager immediately upon discovery.

2) Replant any bare vegetation patches where vegetation has been unsuccessful or removed.

3) Maintain ideal vegetation heights by mowing, pruning, and trimming operations.

4) Remove all litter and debris.

5) Remove all sediment build-up.

6) Remove all obstructions from curb drain openings.

17. Planting Operations

At the request of the Contract Manager, the Contractor shall:

a. Provide, as needed, all installation services of all plant materials (trees, shrubs, backfill, etc) as requested by the Contract Manager. The installation services shall include, but not be limited to, transportation/delivery of all planting materials and equipment to the jobsite and trained personnel to carry out the planting operations.

b. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plant material larger than those specified may be supplied if complying in all other respects.

c. Be allowed substitutions, but only with prior written approval by the Contract Manager.

d. 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.

e. 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 list of plants provided by the Contractor, 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 list of plants provided by the Contractor.

5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

f. 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.

G. Maintenance Function Report

The Contractor shall maintain and keep current a weekly report that records all maintenance functions. All periodic, seasonal, additional work and weekly maintenance functions can be recorded on the same report as these tasks are performed based on the frequency outlined in Form PW-2, Schedule of Prices.

Refer to Exhibit F, for an approved format of the Report. Contractor shall use the form as applicable to each job location and obtain Contract Manager's approval prior to the start of the maintenance. The report shall be submitted to the Contract Manager as outlined in Section D.8.

H. Maintenance Schedules

The Contractor shall:

1. Submit an upcoming weekly work schedule to the Contractor Manager.

    a. The upcoming week's schedule shall be emailed to the Contract Manager no later than Thursday of the current week.

    b. The weekly schedule shall include (but not limited to):

        1) Maintenance date and time for each location.

        2) Number of workers at each location.

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. Notify and obtain County approval for any design or change in landscape.

4. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "As-Needed" maintenance operation as set forth immediately below.

5. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "As-Needed" maintenance operations.

6. Be allowed to invoice for additional as-needed hours at the hourly rate quoted on Form PW-2 for items specifically labeled on From PW-2, Schedule of Prices, as "As-Needed" or other items so designated by the Contract Manager.

I. Additional Work/Locations

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 unforeseen incidents such as vandalism, acts of God, third-party negligence or any other unanticipated need. 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.

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.

4. Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the rates in PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work/location(s) may be added to the Contract by amendment or change order.

J. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations or resulting from the Contractor's negligence of scheduled maintenance, shall be repaired, replaced, or remedied at the Contractor's expense as follows:

   a. Irrigation system damage (including valve box covers and controller cabinets) 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 type of other plant material.

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 and/or a certified horticulturist 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.

e. Shrubs

1) Minor damage may be corrected by appropriate pruning as required in the "Shrub/Hedge/Tree Pruning and Trimming" (see this Exhibit's paragraph F.6).

2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" (see this Exhibit's paragraph F.16).

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.

K. Pass-Through Cost

County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service locations resulting from accident, storm, neglect or other causes that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs, the Contractor shall present the required scope of work to be performed and the cost to restore the landscape and/or irrigation to the original or improved state to the Contract Manager for consideration within 15 days of damage. The Contractor shall obtain Contract Manager's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

At any time during the performance of this Contract, the Contract Manager may request that the Contractor perform as-needed services in accordance with this Scope of Work and PW-2, Schedule of Prices. At the direction of Contract Manager, the Contractor shall provide a written estimate including labor, parts, and materials needed to perform the as needed work. The hourly labor/unit rates quoted in the estimate shall be in accordance with the hourly rates listed in the Form PW-2, Schedule of Prices, As-Needed Services. The County will reimburse the Contractor for the cost of parts and materials, provided Contractor has obtained Contract Manager's prior written approval of Contractor's written estimate. The Contractor shall submit an invoice with attached applicable receipts for a particular job without markups. The County reserves the right to purchase parts and materials directly to be given to the Contractor to perform the installation at the hourly rates listed in the Form PW-2, Schedule of Prices, As-Needed Services. Upon Contract Manager's negotiation and written approval, the Contractor shall perform the As-Needed Services.

L. 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 scanned and submitted via e-mail to the Contract Manager on a weekly basis.

3. Abate all complaints 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 Public Works may be deducted from the payments owed to the Contractor from Public Works.

M. Safety Requirements

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 Public Works, 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. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

3. 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.

4. It shall be the Contractor's responsibility to provide temporary traffic control (TTC) plans (including, but not limited to, detour plans) while working along roadways, along bike paths, or in the traveled way while moving equipment to and from the jobsite(s) as needed. The Contractor will provide all necessary items (e.g. signs, delineators, barricades, flashing arrow signs, flagpersons, etc.) to accomplish this task. All street closures, detours, lane closures, signs, lights and other TTC devices shall conform to the

California Manual on Uniform Traffic Control Devices (California MUTCD), http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd2012.htm,and the State of California Standard Plans, http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-UScustomary-units-new10.htm, unless otherwise directed by the Contract Manager.

Public Works will furnish any necessary "No Parking" sign(s) at no cost to the Contractor if such signs are warranted for the activities and operations of the Contractor. Signs shall be installed by the Contractor after approval for such by the Contract Manager. Signs shall be installed for each activity or operation, unless such activities or operations will occur within two working days of each other. Signs shall be posted a minimum of 48 hours in advance of the start of each "No Parking" restriction. It shall be the Contractor's responsibility to allow passage of public transit coaches through operation areas at all times. For the Metropolitan Transportation Authority (MTA), the Contractor shall notify the Stops and Zones Representative, (213) 972-7100, at least 48 hours prior to activities and operations at bus stop zones to allow the MTA to temporarily abandon and relocate bus stop zones within the activities and operations area.

The Contractor shall comply with all applicable State and County requirements for the closure or partial closure of streets. The Contractor shall provide flagpersons and watch persons as required to control traffic and advise the public of detours and operation hazards. The Contractor shall also be responsible for compliance with all applicable public safety requirements which may arise during maintenance operations.

Any action on the part of the Contract Manager in directing the Contractor's attention to any inadequacy of the required TTC devices and services or any action of Public Works to alleviate the Contractor's inadequacies shall not relieve the Contractor from its responsibility for public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide and maintain these devices and services and Public Works is required to alleviate said condition, the total charges of labor, equipment and materials, including overhead and transportation, accrued by Public Works for such work will be deducted from any monies due the Contractor.

The Contractor shall be responsible for maintaining TTC devices in their proper positions at all times. The Contractor shall replace, repair, or clean such devices whenever necessary in order to ensure and preserve their appearance and functionality.

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.

4. Maintain a certified arborist and/or a certified horticulturist's on staff 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

Public Works will pay for all utilities with the exception of the telephone. No electrical connections will be provided. However, water usage shall not exceed the 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. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

R. 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.

S. 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 State of California Qualified Applicator license. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Qualified Applicator license and Pest Control Business license 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. The Contractor shall consult and receive written permission from the Contract Manager prior to performing any chemical eradication.

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. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.

5. 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 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.

6. 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.

7. 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.

8. 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.

9. Contractor must register annually with each County Agricultural Commissioner in those areas they plan to do work.

10. Contractor must provide annual handler training.

11. Contractor must store the pesticides properly.

T. 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.

U. 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.

V. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope

of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. 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).

X. Responsibilities of the Contractor

1. Contractor shall account for all work required in this Exhibit A, Scope of Work, whether or not it is specified in Form PW-2, Schedule of Prices.

2. The Contractor or its managing employee shall have a minimum of three years of experience providing landscape maintenance services.

3. The Contractor's on-site supervising employee(s) shall have at least three years of experience supervising landscaping services.

4. The Contractor must maintain a valid and active State Contractor's Class C-27 (Landscaping Contractor) license.

5. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

6. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Qualified Applicator license.

7. Prior to performing any tree work, the Contractor and/or Subcontractor(s) shall provide a staff with a valid and active certified arborist and/or a certified horticulturist.

Y. Responsibilities of Public Works

Public Works will determine the need for, and provide, jobsite inspection.

Z. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for Public Works to direct the cessation of all work activities and operations at no cost to Public Works until such time as the Contractor is in compliance.

AA. 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 certain specified performance requirements, Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely 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 indemnification 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 the Contract:

a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.

b. The parties are both experienced in the performance of the Contract work.

c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of Public Works 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 the Contract work in accordance with the terms and conditions of the Contract at the Proposal 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 Public Works for the award of the Contract.

f. The liquidated sums specified represent a fair approximation of the damages incurred by Public Works 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 and deduct from monies due the Contractor, liquidated damages in the sum of $500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by Contract Manager.

8. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary to evaluate Contractor's performance and assess liquidated damages identified therein.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. 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.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of 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 includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. 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, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in 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.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a 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, Invitation for Bids, Request for Statement of Qualifications, 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 by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

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 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 Contractor and the Board or if delegated by the Board, the Director and Contractor. 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 Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of 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 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 County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, 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. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. 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. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that 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 Contractor with the poster to be used.

M. 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), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect 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 for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, 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 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all 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).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and

Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).

3. 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 applicable 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. 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. 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 Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While 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 Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of $500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. Notice of Delays

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 business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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).

CC. Notices

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 with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
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 Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if 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.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that 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 Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's 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 subparagraph 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 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 (5) 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 Los Angeles County, provided that if any such materials and information is located outside Los Angeles 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. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the Subcontractor.

   b. A draft copy of the proposed subcontract.

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. 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 Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice.

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.

c. The appointment of a bankruptcy Receiver or Trustee for Contractor.

d. The execution by Contractor of a general assignment for the benefits of creditors.

2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

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.

D. 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 Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

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. 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.

G. 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 or providing services.

H. Labor Law Compliance

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, including compliance with prevailing wage laws. The Contractor 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 and when applicable, is required to pay current prevailing wage rate s adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. 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 and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to 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 County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall 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.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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 Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), 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 Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers 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 Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County 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. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by 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 Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

   a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

   b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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 County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, 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 County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of 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 Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct 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 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 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 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 Contractor uses any Subcontractor to perform services for 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 Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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 County, and where 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.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of 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 County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of 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 County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 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 County under this Contract. If Contractor uses any Subcontractor to perform services for 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 and a copy of the Living Wage Program shall be attached to the subcontract. "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 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 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. 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. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to 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 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 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 Contractor pays the Employee any amount for that time or if California law requires 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 Contractor and 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 Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by 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 County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If 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 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), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, 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. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of 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 posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to 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, 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, 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 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 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 County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination/Suspension: 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, suspend or terminate this Contract.

2. 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, 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, 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. County may withhold said amount until Contractor has satisfied 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 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 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. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: 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, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, 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, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

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 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 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 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 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, suspend or terminate this Contract.

J. Contractor Standards

During the term of this 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 County, Contractor shall demonstrate to the satisfaction of 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.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than ten percent of the amount of this Contract.

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. 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. 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 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 County any difference between this Contract amount and what County's costs would have been if this 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 this Contract.

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 Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

PREVAILING WAGES

A. Prevailing Wages

The Director of the California Department of Industrial Relations has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in

connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of $250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

SECTION 14

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

B. 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 Disabled Veteran Business Enterprise.

C. 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 Disabled Veteran Business Enterprise.

D. If Contractor has obtained certification as a Disabled Veteran 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 Non-responsibility and Contractor Debarment).

E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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 2012 are less than $50,270 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, 2013.

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 from IRS.gov or by calling 1-800-829-3676.

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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of $800, he or she must file a 2012 tax return to get the $800 refund.

EXHIBIT D

Safely Surrendered *Baby Law*



Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT D

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

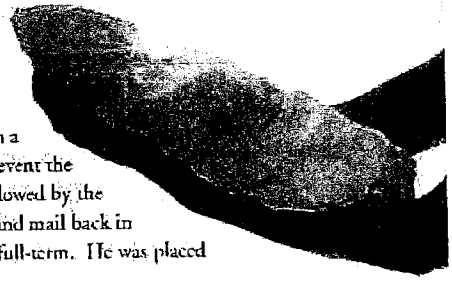
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT D

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT D

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT E

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. CONTRACT COMPLIANCE				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	☐Yes ☐No ☐N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost	☐Yes ☐No ☐N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	$50 per day per report that is late or not submitted	☐Yes ☐No ☐N/A	
2. Special Reports As Needed	Filed within time frame requested.	$50 per day per report that is late or not submitted	☐Yes ☐No ☐N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California	$100 per employee per day who is not certified as passing the background check	☐Yes ☐No ☐N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	Department of Justice to include State and local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.			
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	$50 per error resulting from lack of orientation	☐Yes ☐No ☐N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	$50 per occurrence	☐Yes ☐No ☐N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
5. Uniform	Uniforms worn by all day time employees on the job.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
6. Training program	Document training of each employee.	$250 per untrained employee	☐Yes ☐No ☐N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County	$50 per occurrence	☐Yes	

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PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	in writing of any change in name or address of the Project Manager.		☐No ☐N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	$50 per complaint not responded to within the time frame outlined in the specifications	☐Yes ☐No ☐N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	$50 per occurrence	☐Yes ☐No ☐N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	$100 per occurrence	☐Yes ☐No ☐N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	$50 per occurrence plus suspension	☐Yes ☐No ☐N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	$200 per occurrence	☐Yes ☐No ☐N/A	
7. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager.	$100 per day for use of non English-speaking supervisor plus suspension	☐Yes ☐No ☐N/A	
E. CONTRACT ADMINISTRATION				

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	$200 per day; work/contract suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	$200 per occurrence	☐Yes ☐No ☐N/A	
3. Use of Subcontractor without Approval and/or Authorization	Obtain County's written approval prior to subcontracting any work.	$500 per occurrence plus suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	$200 per day; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
5. Assignment and Delegation	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 County.	$200 per day the County is not informed of this change; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	$500 per occurrence; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
F. SCOPE OF WORK				

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
1. ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
2. ALL MANAGEMENT AND SUPERVISION	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
3. MOWING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
4. MECHANICAL EDGING				
a. Turf Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Groundcover	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
5. WEED REMOVAL				
a. Walks, Beds, Planters, and Groundcover Hardscape	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Bare Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
c. Undeveloped Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
			☐N/A	
6. LITTER CONTROL	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
7. RAKING				
a. Turf Under Trees	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Planter Beds and Planters	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
8. SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a. Tree Safety Clearance / Tree Pruning	As required in the Scope of Work.	$200 per tree per occurrence	☐Yes ☐No ☐N/A	
b. Shrub Safety Clearance / Shrub Pruning	As required in the Scope of Work.	$100 per plant per occurrence	☐Yes ☐No ☐N/A	
c. Hedge Shaping / Trimming	As required in the Scope of Work.	$100 per plant per occurrence	☐Yes ☐No ☐N/A	
9. GROUNDCOVER MAINTENANCE	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
10. DETHATCHING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
11. AERATION	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
12. TURF RESEEDING/ RESTORATION OF BARE AREA	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
13. TURF AND PLANT FERTILIZATION	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
14. SWEEPING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
15. DISEASE/INSECT/RODENT CONTROL	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
16. CHEMICAL APPLICATION				
a. Turf - detailing general turf areas with systematic herbicides	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas,	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17. WATERING / IRRIGATION				
a. Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Reset rain sensor on controller	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
c. Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
d. Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
e. Valve Box Integrity - replace covers, check for safety and security, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
f. Manual Watering of	As required in the Scope of Work.	$100 per occurrence	☐Yes	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
Shrubs and Turf, more often if necessary			☐No ☐N/A	
g. Inspect salt buildup and inject solution for cleaning	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
h. Flush and inspect Y-filter at each RCV	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
i. Flush and inspect Y-filter at each backflow	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
j. Flush each irrigations system (Every time any work is done on the irrigation system)	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
18. LOW IMPACT DEVELOPMENT (LID) MAINTENANCE	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
19. PLANTING OPERATIONS	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	

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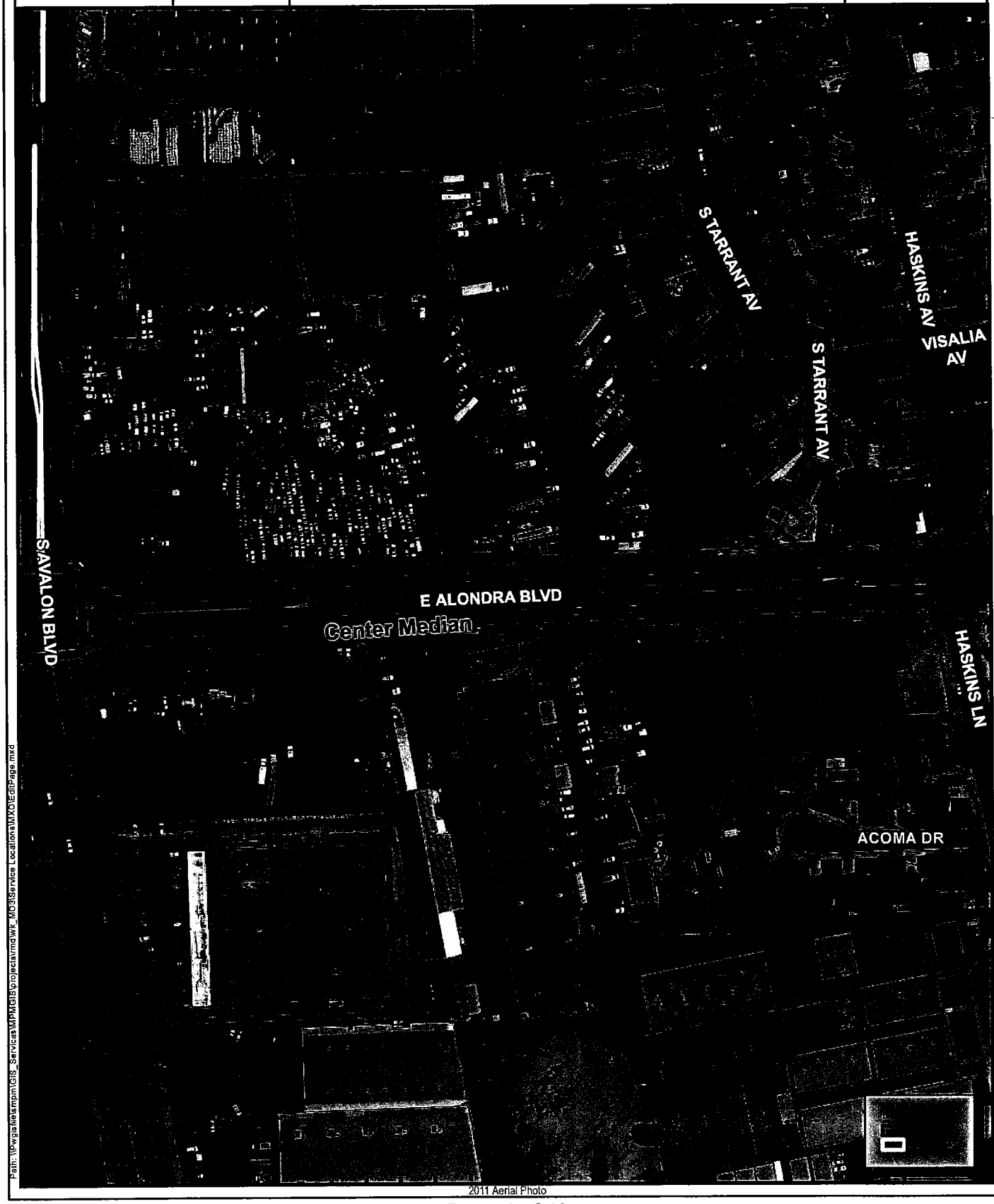
SERVICE AREA MAPS

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR MAINTENANCE DISTRICT 3 MEDIANS

No.	Location	Limits	TG Page
1.	Alondra Blvd	Avalon Blvd to Haskins Ave	734 E6
2.	Angeles Vista Pkwy (EF)	Inadale Ave to Valley Ridge Ave	673 D5
3.	Avalon Blvd	380 ft. N/O Compton Blvd to Alondra Blvd	734 E6
4.	Aviation Blvd (EF)	124th St to 122nd St	732 J1
5.	Centinela Ave (NF)	W/O Wooster Ave to E/O Springpark Ave	672 J7
6.	Central Ave (WF)	El Segundo Blvd to 121st St	734 E1
7.	Central Ave (EF)	127 ft. N/O 139th St to 142nd St	734 F3
8.	Charlene Dr	At House No. 4153	673 D5
9.	Compton Blvd	At Redondo Beach Blvd	734 E4
10.	Crenshaw Blvd	1190 ft. S/O Rolling Hills Rd to 470 ft. S/O Rolling Hills Rd	793 E6
11.	El Segundo Blvd (NF)	Isis Ave to La Cienega Blvd	733 A2
12.	El Segundo Blvd (Median)	Isis Ave to La Cienega Blvd	733 A2
13.	El Segundo Blvd (NF)	Avalon Blvd to Clovis Ave	734 E1
14.	Hawthorne Blvd	111th St to 104th St	703 C5
15.	Imperial Hwy	Van Ness Ave to Normandie Ave	703 G6
16.	Imperial Hwy (SF)	Van Ness Ave to Wilton Pl	703 H6
17.	Imperial Hwy (NF)	Haas Ave to Saint Andrews Pl	703 H6
18.	La Cienega Blvd (WF)	Slauson Ave to 54th St	673 A5
19.	La Cienega Blvd (WF)	City Boundary N/O 64th St to Le Doux Rd	673 A6

20.	La Cienega Blvd (EF)	City Boundary N/O 64th Street to Slauson Ave	673 A6
21.	La Cienega Blvd (WF)	El Segundo Blvd to 123rd Pl	733 A2
22.	La Cienega Blvd (Median)	El Segundo Blvd to 123rd St	733 A2
23.	Manhattan Beach Blvd (NF)	Prairie Ave to E/O Cranbrook Ave	733 E6
24.	Marine Ave (SF)	Gerkin Ave to Dominguez Channel	733 E5
25.	Mureau Rd	3680 ft. W/O Mountain View Dr to Mountain View Dr	559 B5
26.	Mureau Rd	Mountain View Dr to 360 ft. E/O Mountain View Dr	559 B5
27.	Mureau Rd	480 ft. E/O Mountain View Dr to 850 ft. E/O Mountain View Dr	559 B5
28.	Prairie Ave (EF)	Manhattan Beach Blvd to N/O 154th St	733 E5
29.	Redondo Beach Blvd (SF)	Tarrant Ave to 153rd St	734 E5
30.	San Vicente Blvd	Wilshire Blvd to Bringham Ave	631 H4
31.	Slauson Ave (SF)	Wooster Ave to Chariton Ave	672 J6
32.	Slauson Ave (NF)	Shenandoah Ave to Corning Ave	672 J6
33.	Slauson Ave	Corning Ave to La Cienega Blvd	673 A6
34.	Slauson Ave (Median)	La Cienega Blvd to La Tijera Blvd	673 A6
35.	Slauson Ave (SF)	La Cienega Blvd to La Tijera Blvd	673 A6
36.	Slauson Ave	Heatherdale Dr to E/O Overhill Dr	673 C6
37.	Stocker St	Overhill Dr to Don Felipe Dr	673 C4
38.	Vermont Ave	88th St to Imperial Hwy	704 A6
39.	Vermont Ave	Imperial Hwy to 120th Street	704 A7
40.	Vermont Ave	120th Street to El Segundo Blvd	734 E1
41.	Vermont Ave	Torrance Blvd to N/O Clariton Dr	764 B5
42.	Vermont Ave	223rd St to Ashbridge Ln	794 B3
43.	Vermont Ave	Ashbridge Ln to Lomita Blvd	794 B3
44.	Vermont Ave	At Torrance Blvd, NE and SW Corners	764 B5
45.	Wilshire Blvd	Federal Ave to Veteran Ave	631 J4

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	CONTRACT: ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION: Alondra Boulevard **Avalon Bl to Haskins Av**	T.G. 734 E6



2011 Aerial Photo

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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Angeles Vista Boulevard **Inadale Ave to Valley Ridge Ave**	T.G. 673 D5



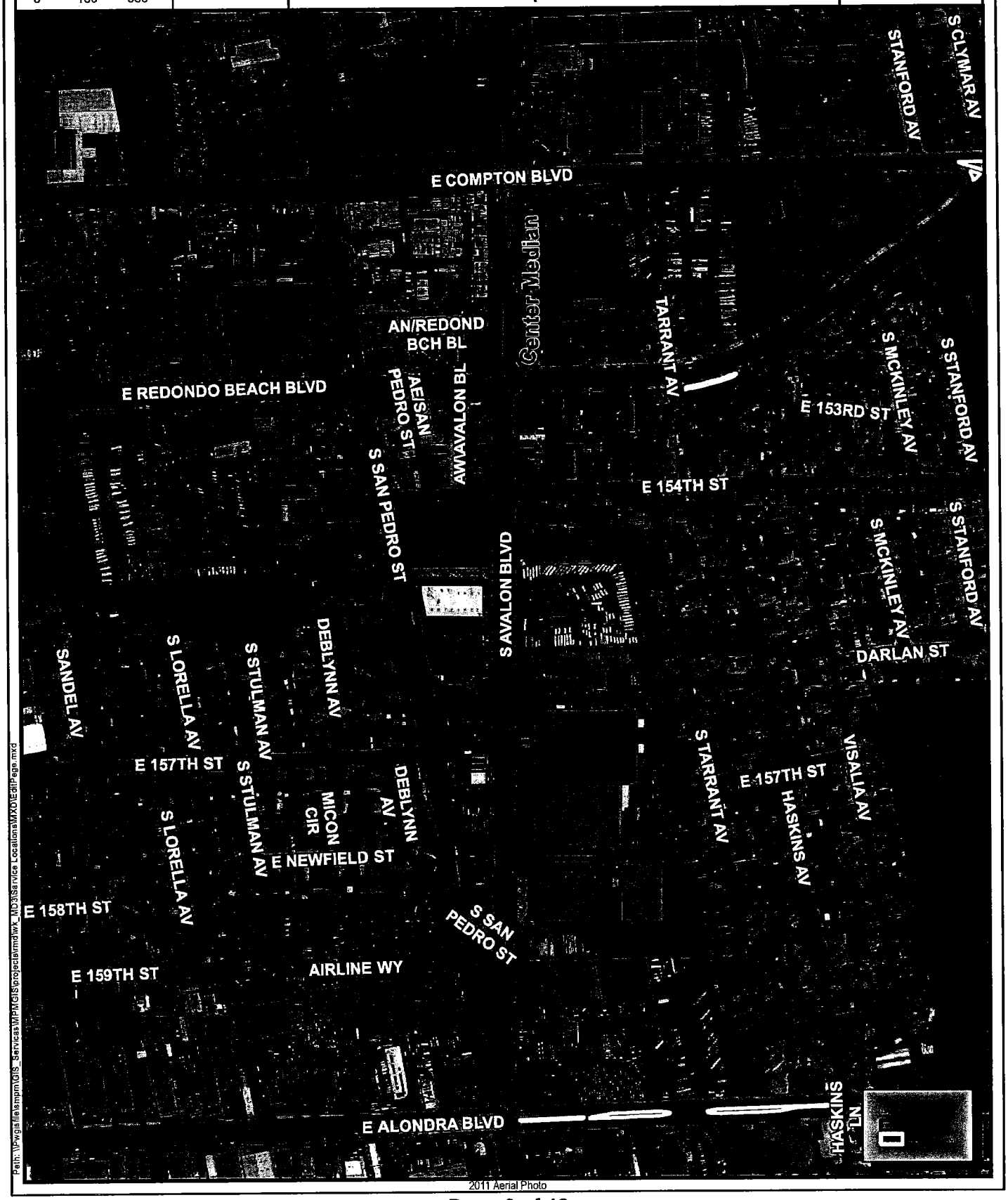
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Avalon Boulevard **380' N/O Compton Bl to Alondra Bl**	T.G. 734 E6

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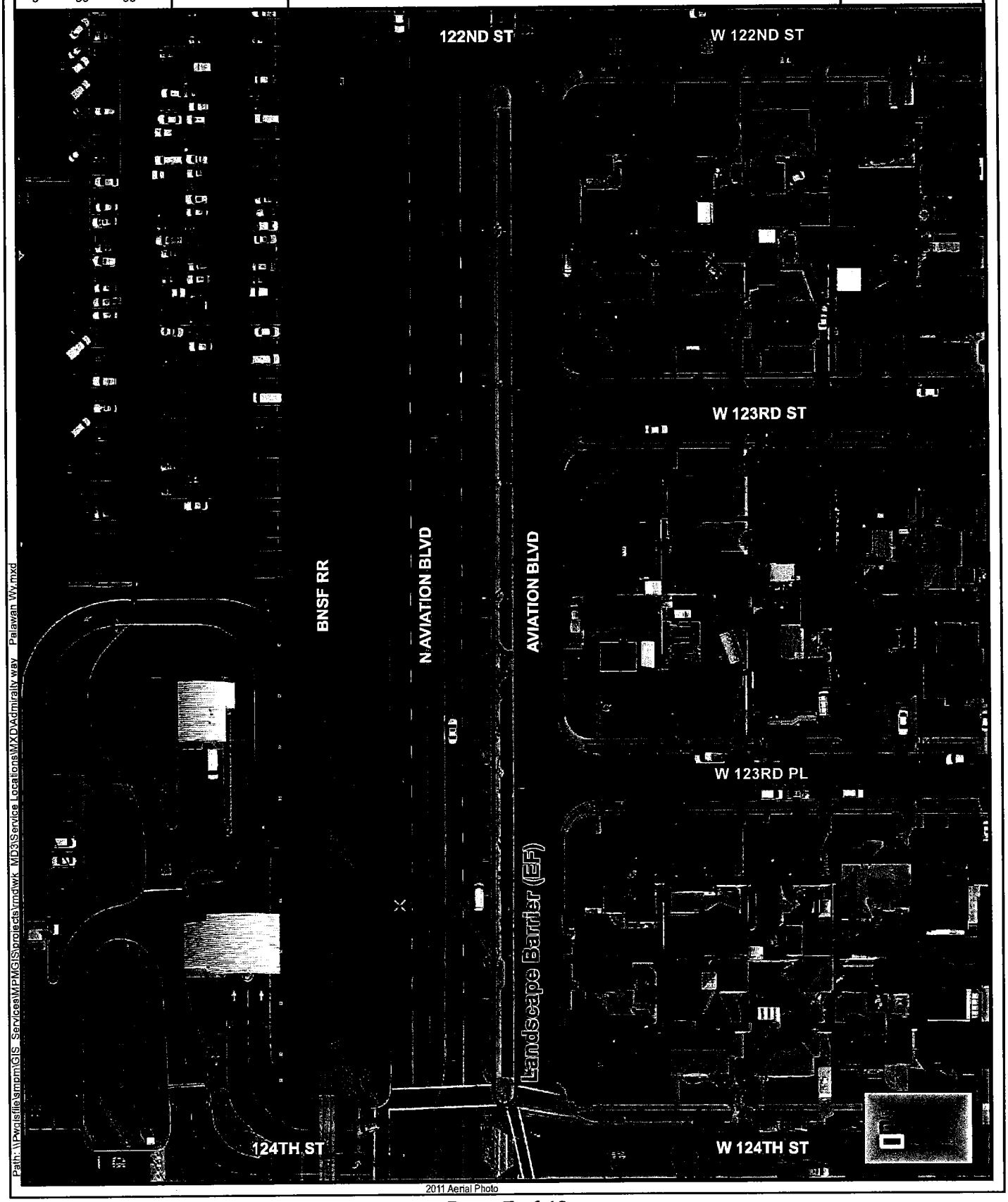
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Feet 0 30 60	CONTRACT: ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION: Aviation Boulevard **124th St to 122nd St**	T.G. 732 J1

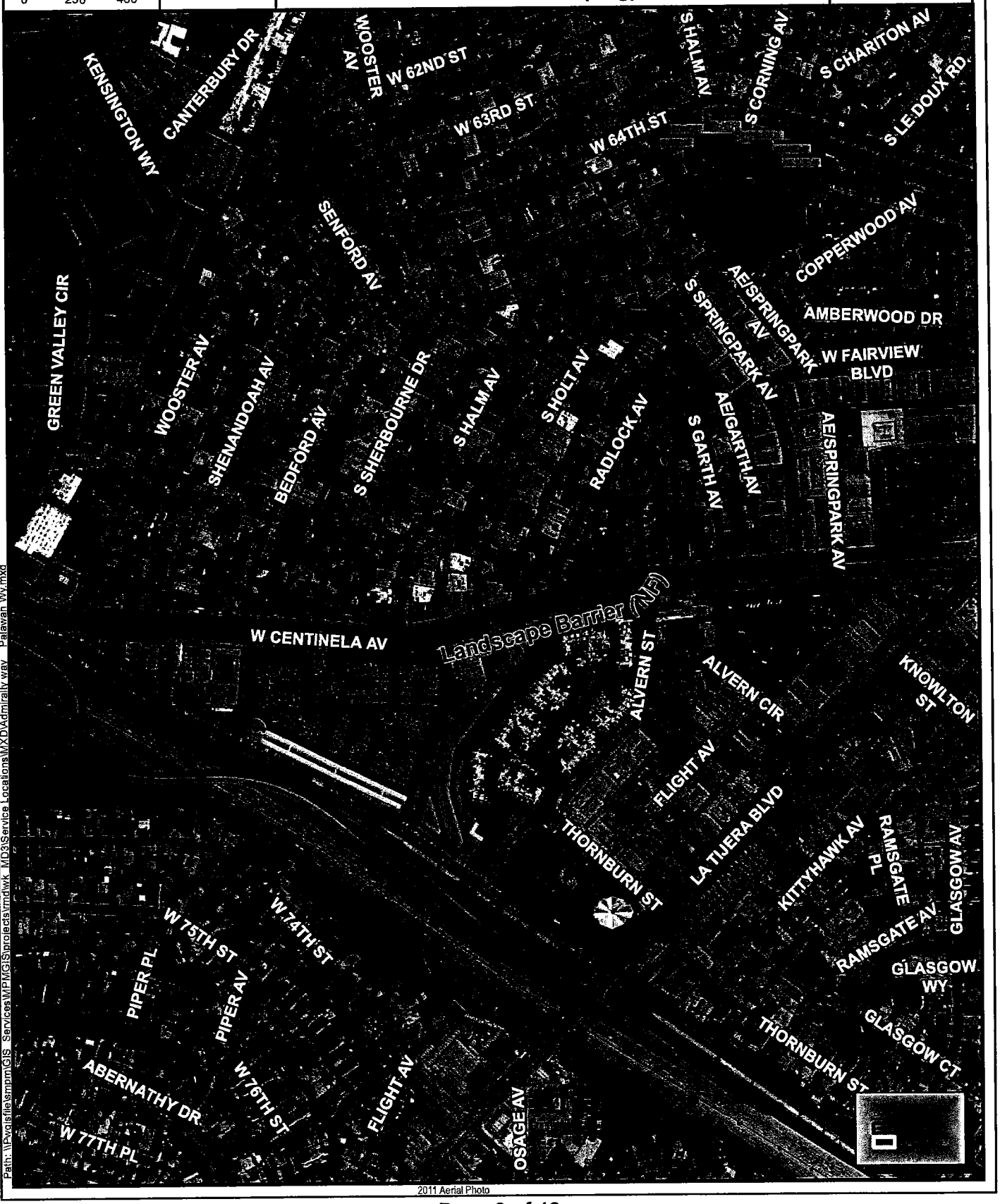


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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Centinela Avenue **Wooster Av to E/O Springpark Av**	T.G. 672 J7 672 J7

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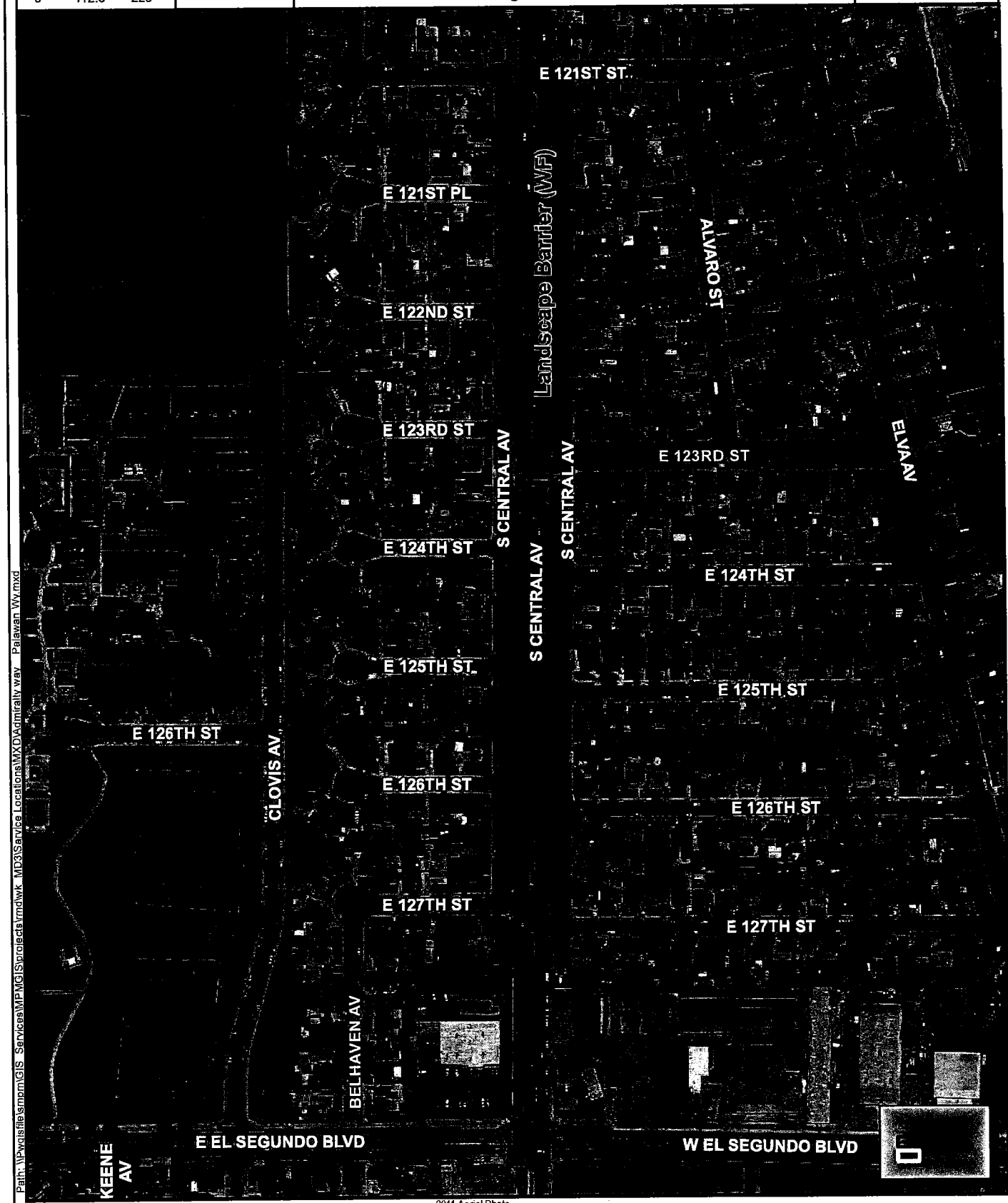
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

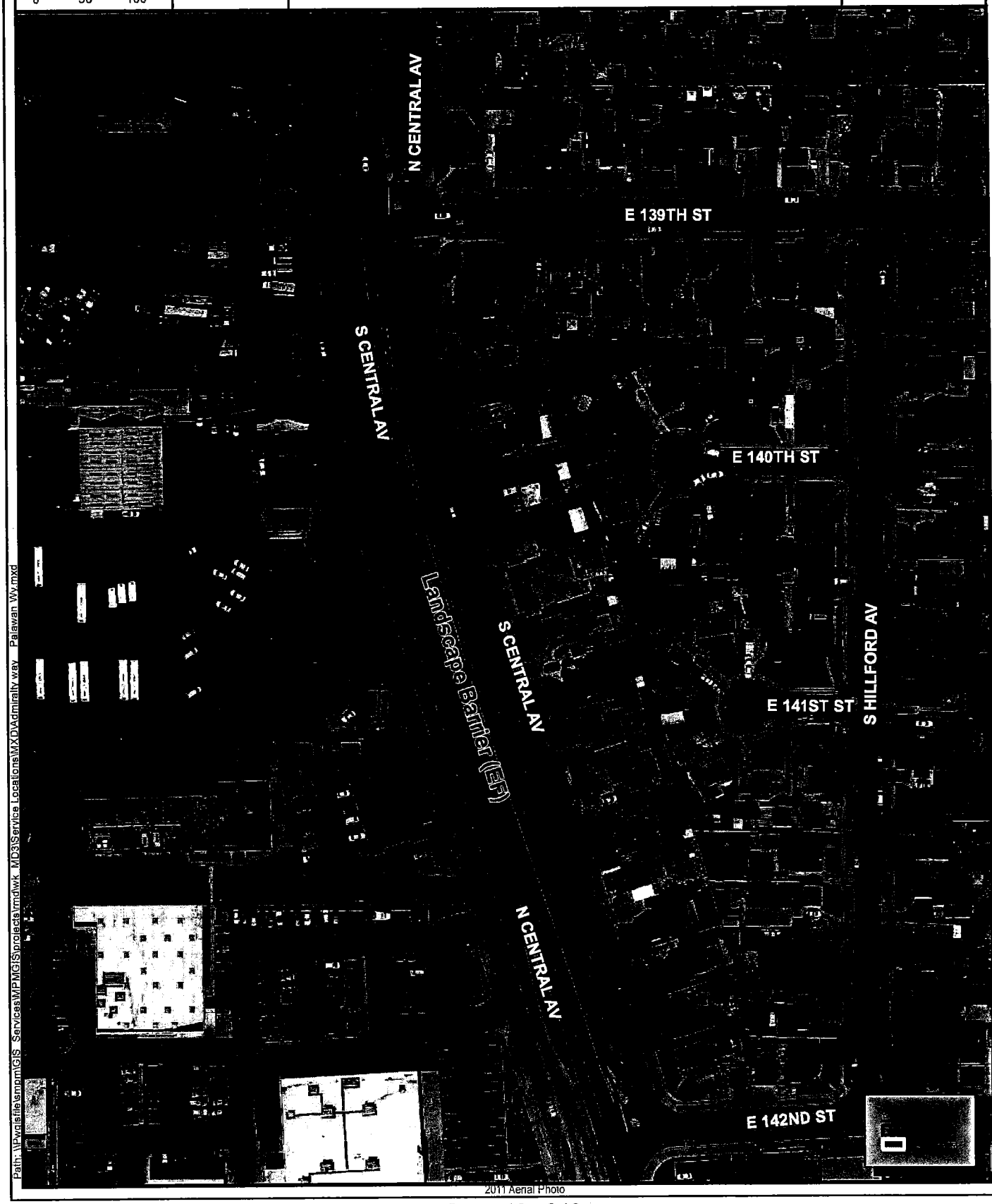
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Central Avenue **El Segundo Bl to 121st St**	T.G. 734 E1



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	CONTRACT: ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION: Central Avenue **127 FT. N/O 139th St to 142nd St**	T.G. 734-F3



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N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
Feet 0 15 30	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Charlene Drive **House No. 4153**	T.G. 673 D5



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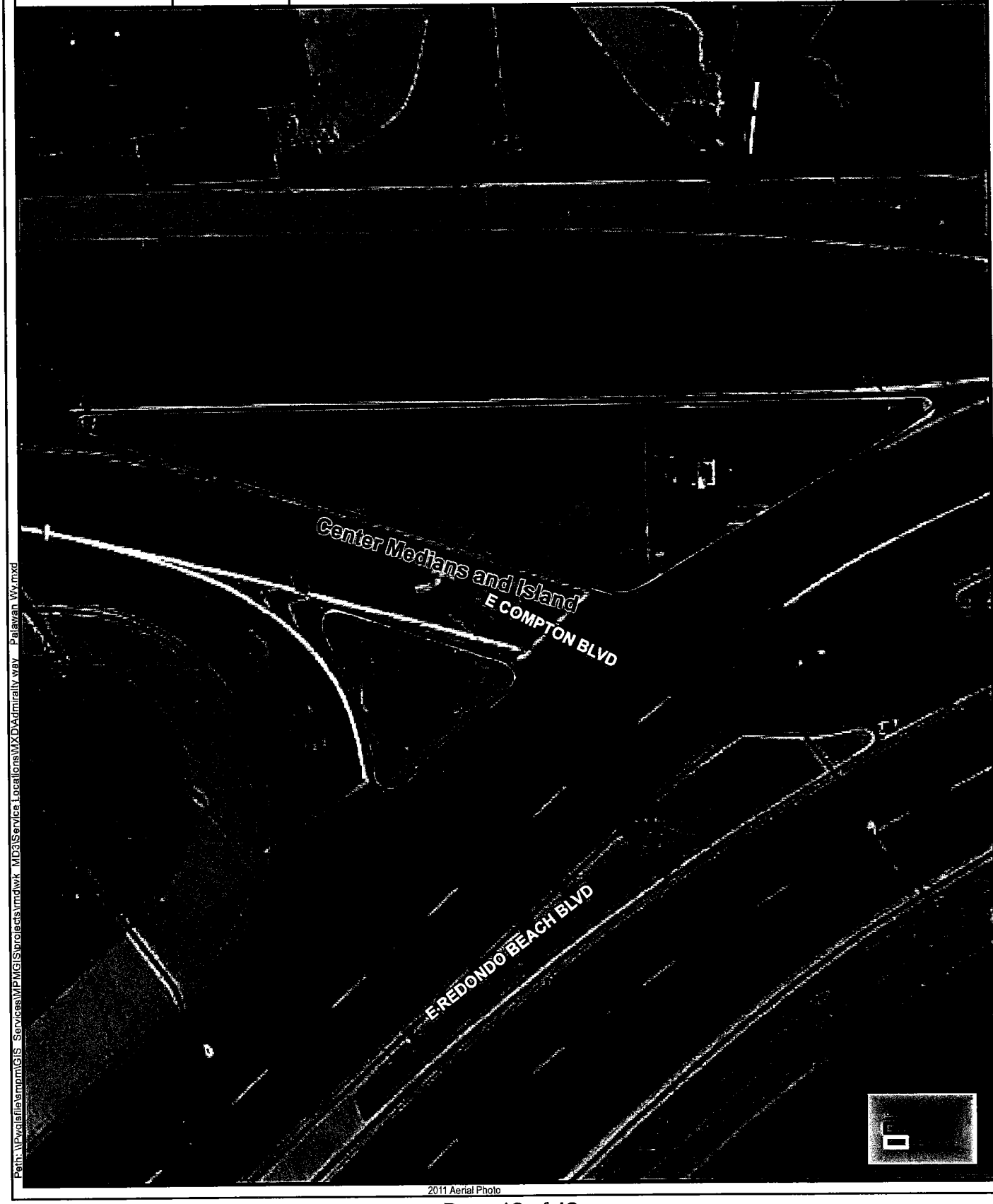
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Compton Boulevard **at Redondo Beach Bl (City of Compton)**	T.G. 734 E4 734 E4



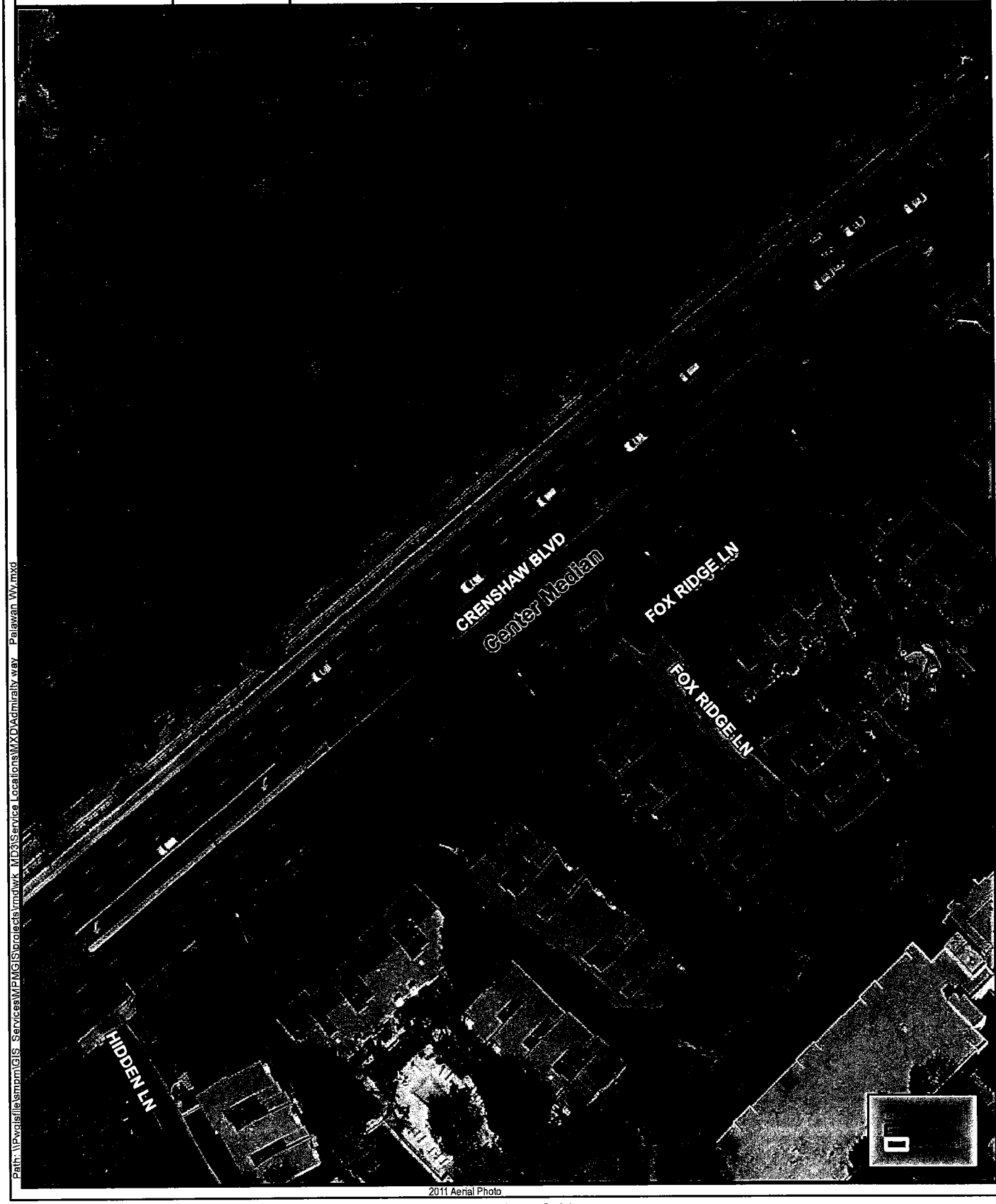
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	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Crenshaw Boulevard **1190' to 470' S/O Rollings Hills Rd**	T.G. 793 E6

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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	El Segundo Boulevard **Isis Av to La Cienega Bl**	T.G. 733 A2



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	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	El Segundo Boulevard **Isis Av to La Cienega Bl**	T.G. 733 A2

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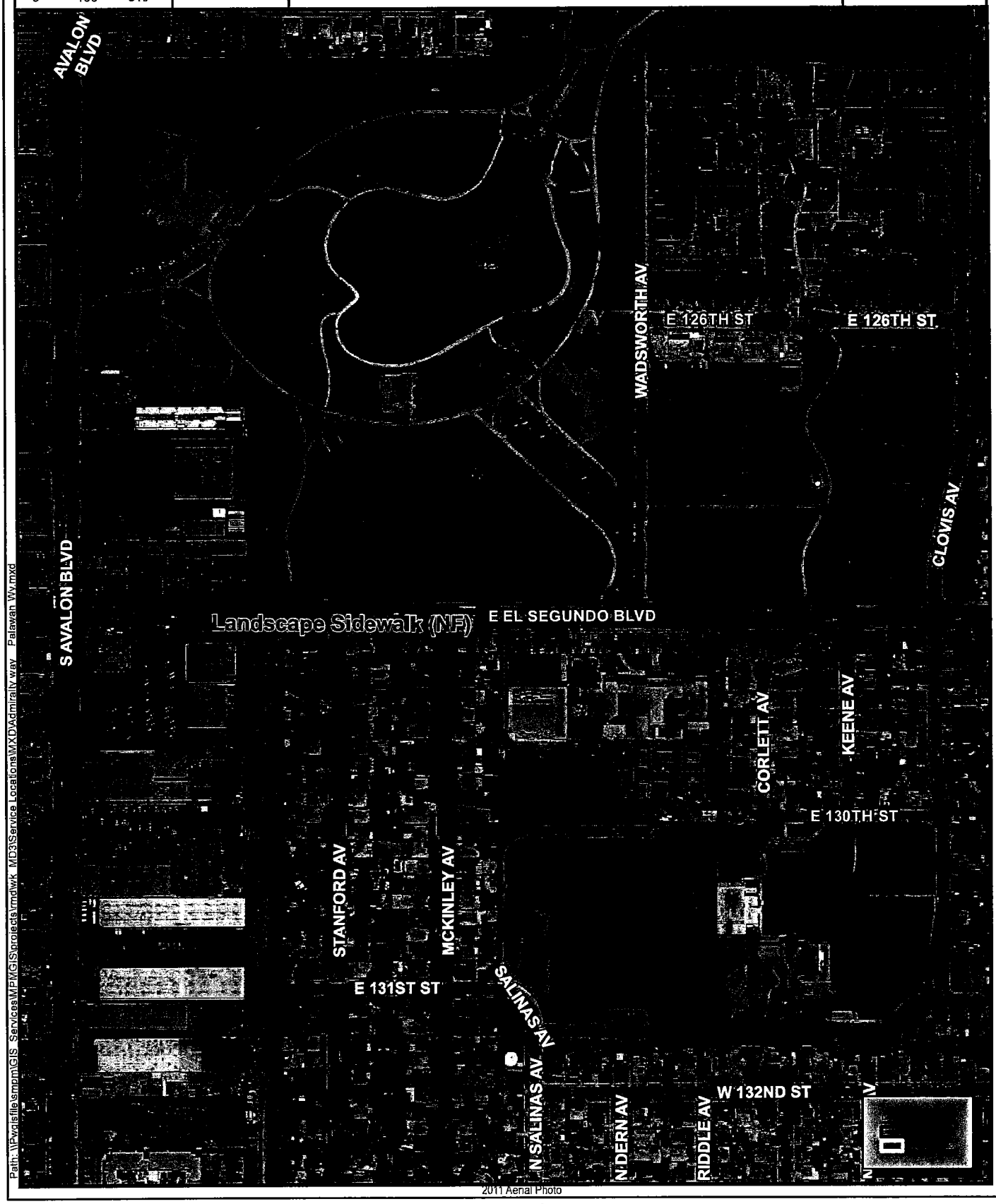
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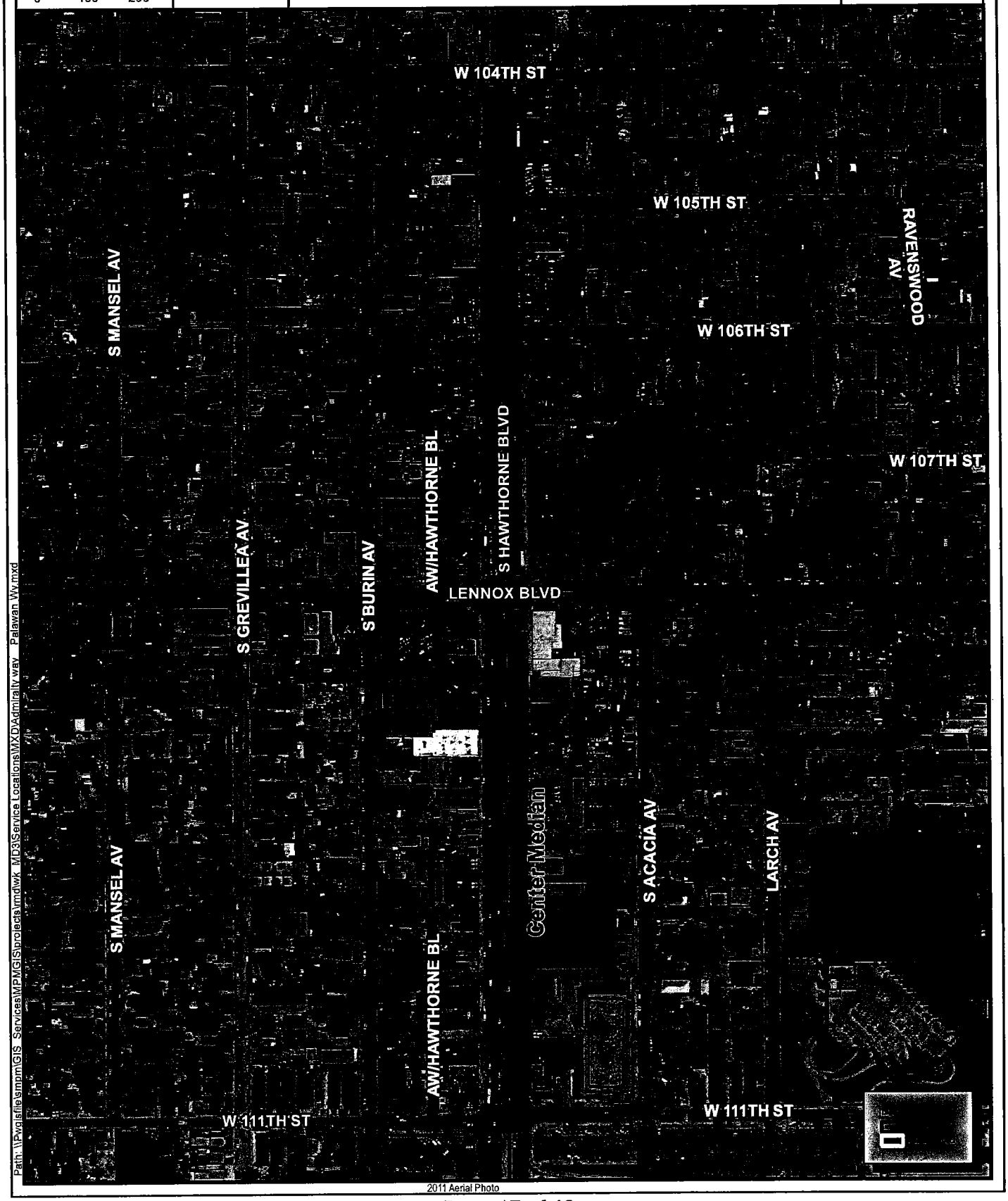
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2011 Aerial Photo

N / Feet 0 155 310	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	El Segundo Boulevard **Avalon Blvd to Clovis Ave**	T.G. 734 E1



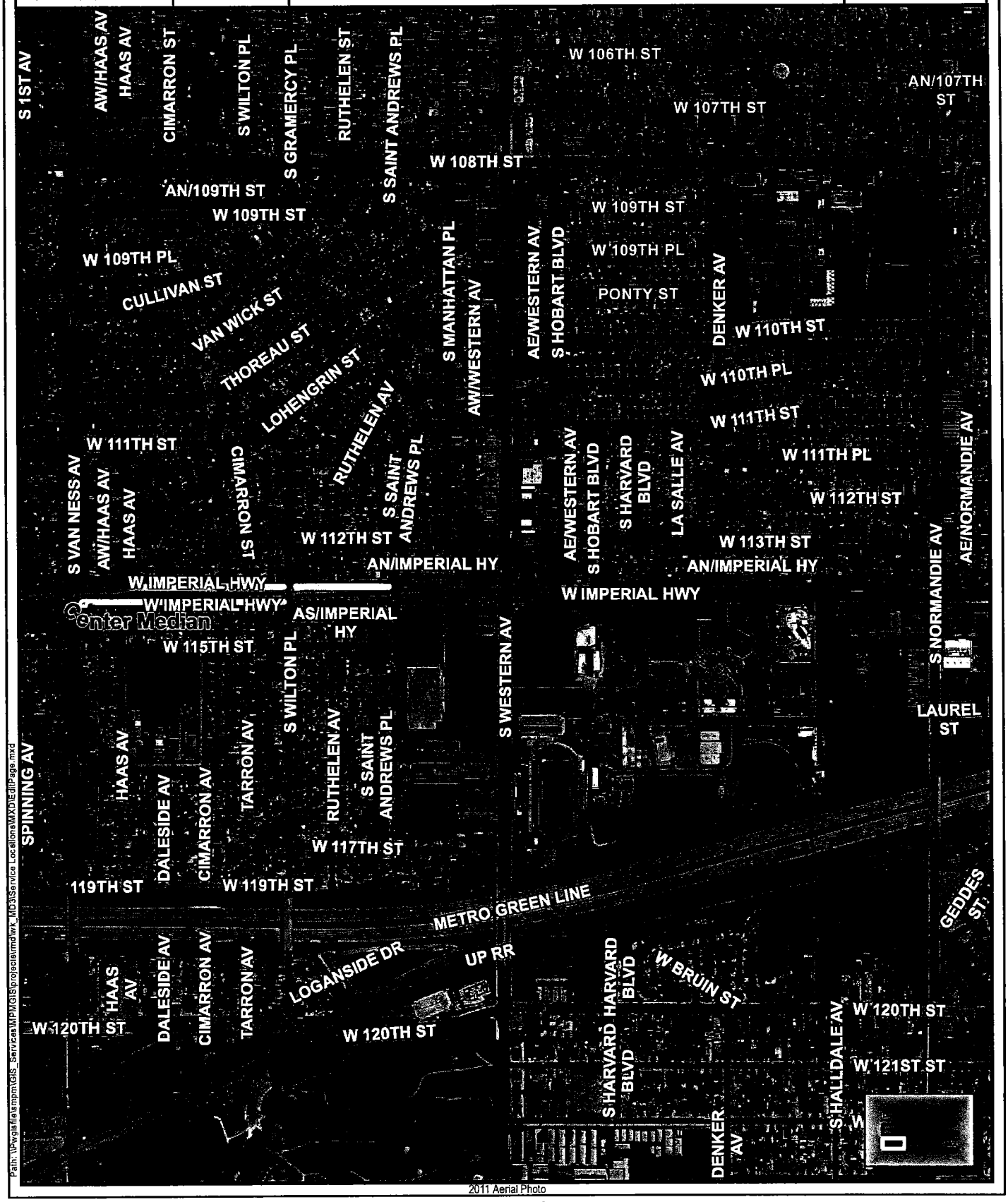
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Feet 0 130 260	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Hawthorne Boulevard **111th St to 104th St**	T.G. 703 C5



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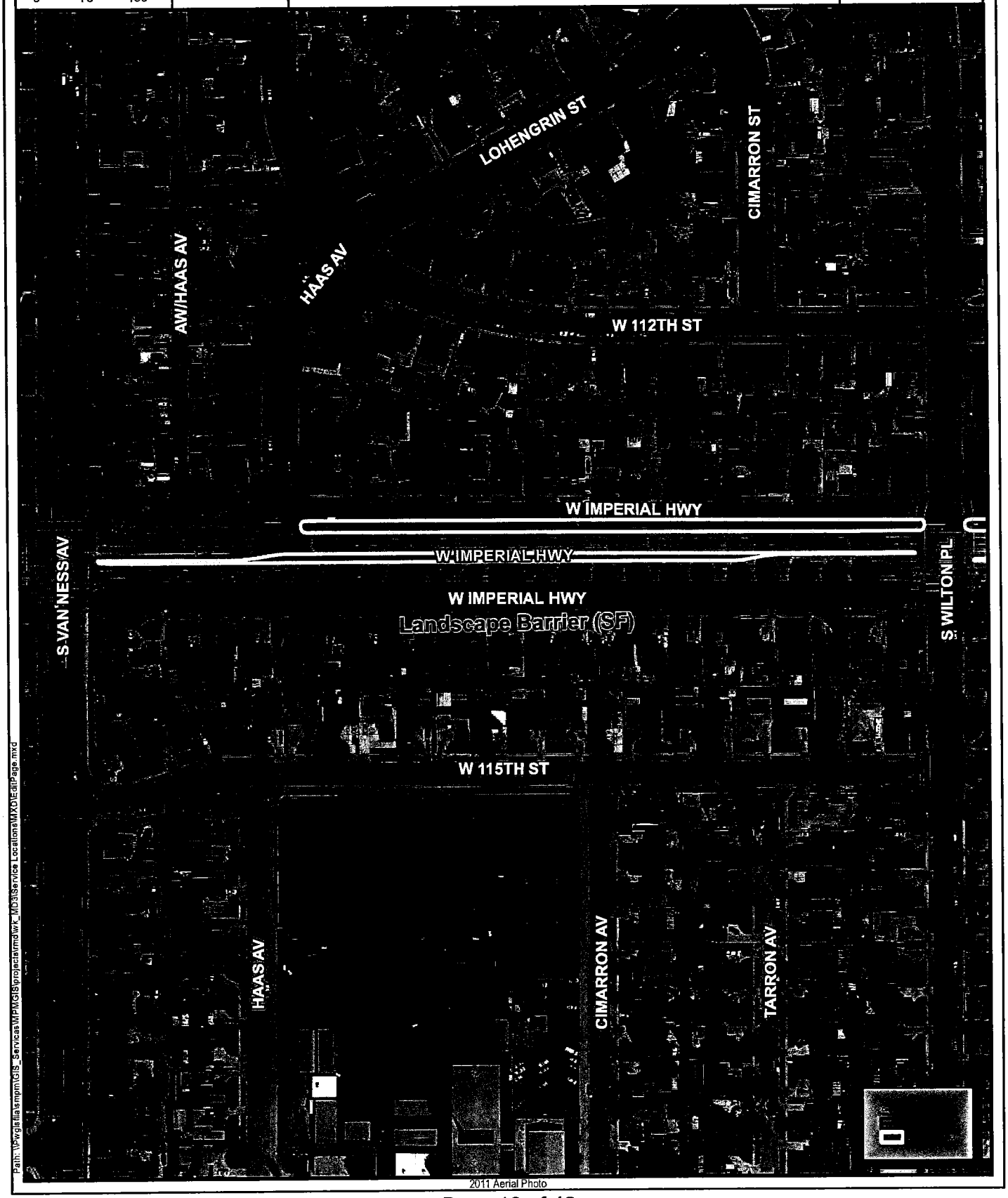
2011 Aerial Photo

N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
Feet 0 315 630	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Imperial Highway **Van Ness Av to Normandie Av**	T.G. 703 G6



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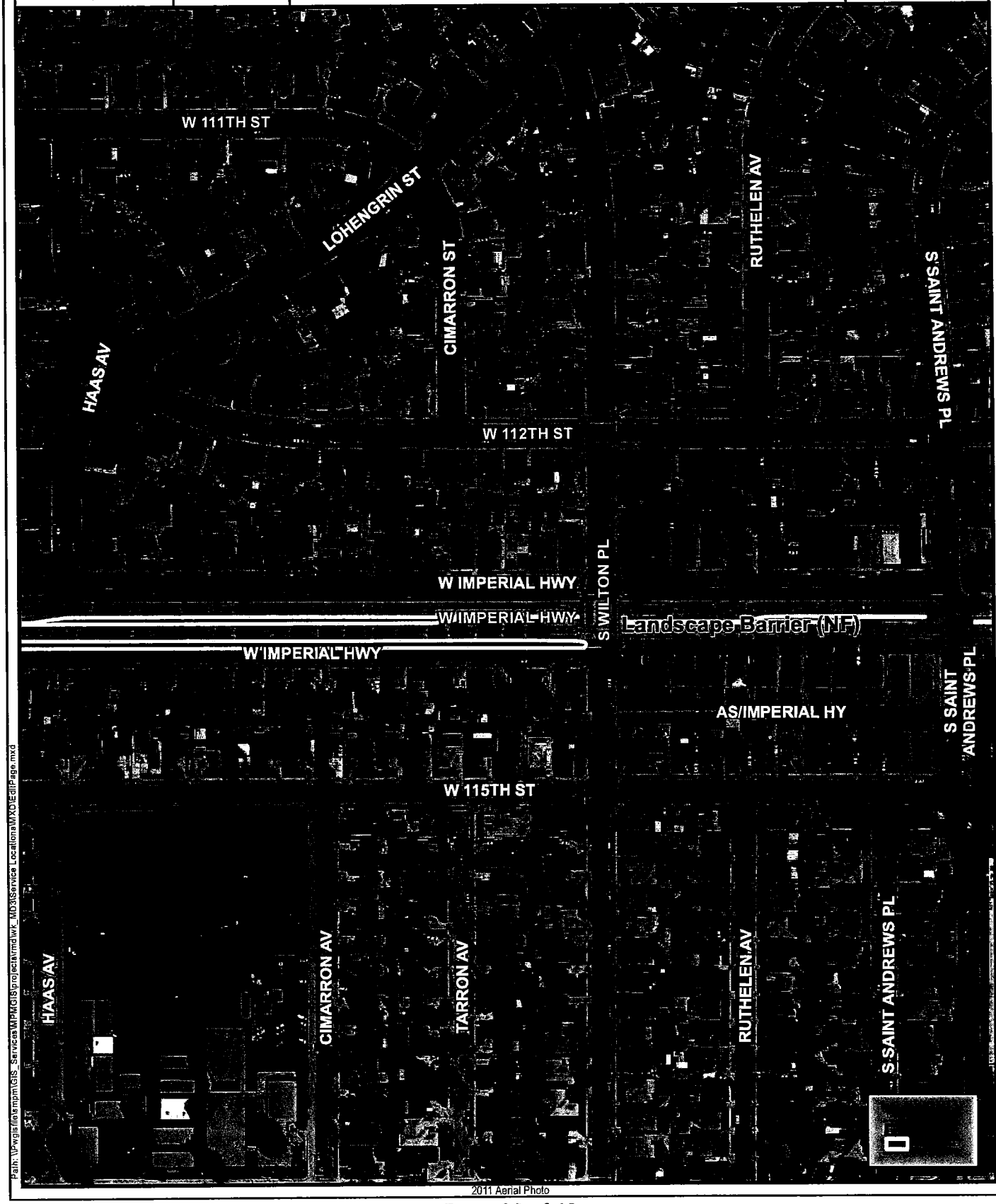
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Feet 0 75 150	CONTRACT: ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION: Imperial Highway **Van Ness Av to Wilton Pl**	T.G. 703 H6



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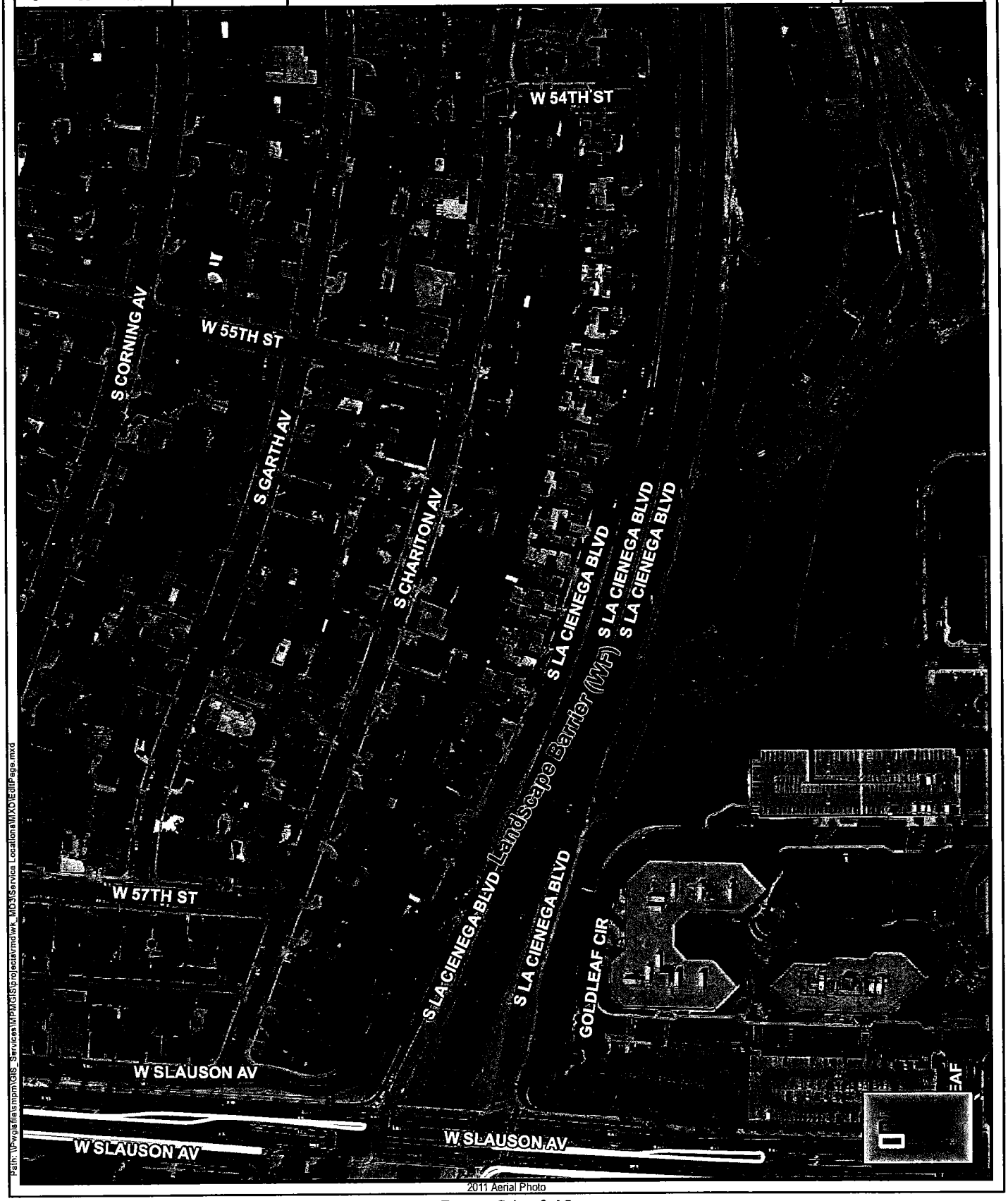
2011 Aerial Photo

N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
Feet 0 95 190	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Imperial Highway **Haas Av to Saint Andrews Pl**	T.G. 703 H6



2011 Aerial Photo

N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
Feet 0 90 180	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	La Cienega Boulevard **Slauson Av to 54th St**	T.G. 673 A5 673 A5



2011 Aerial Photo

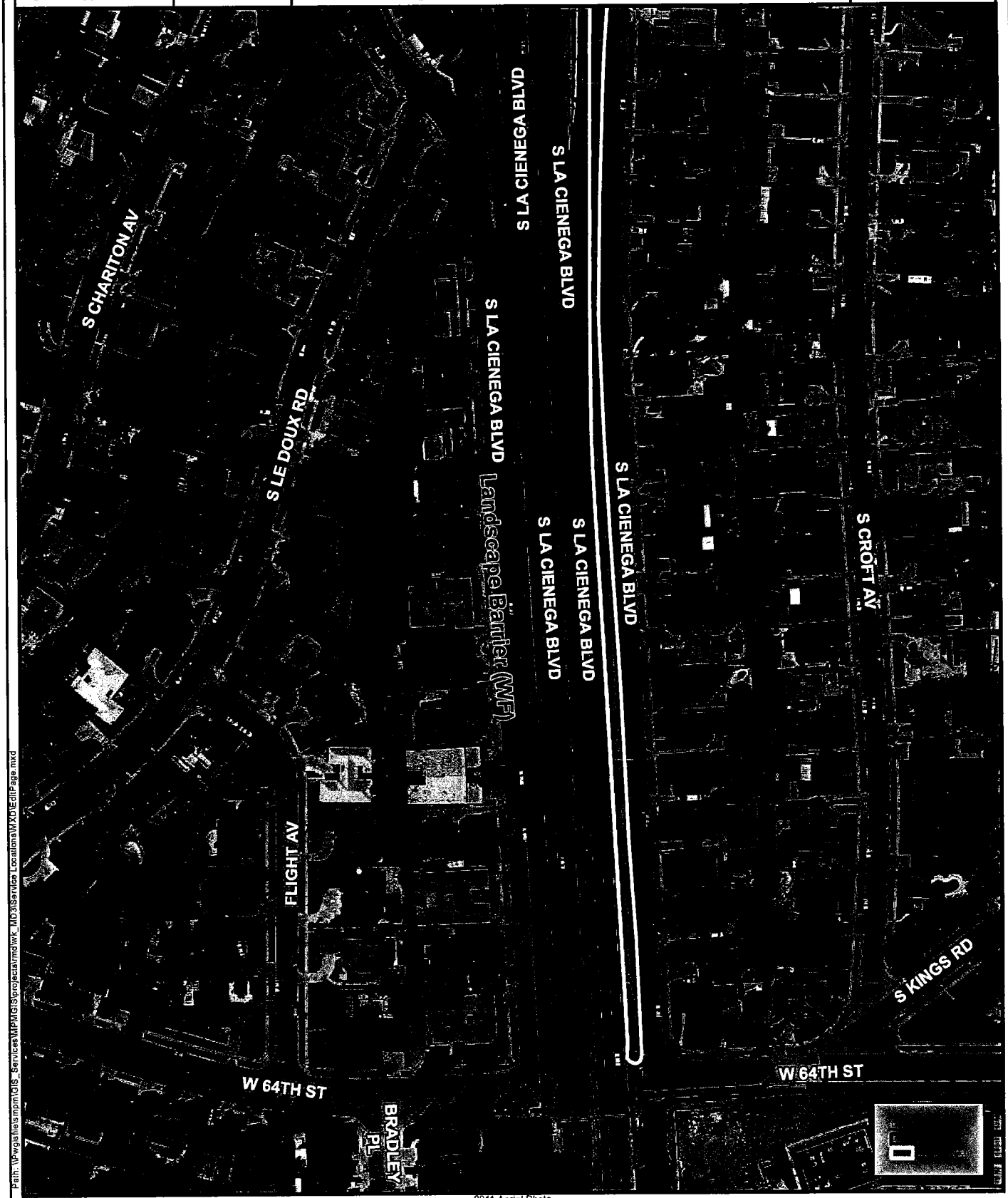
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Feet
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

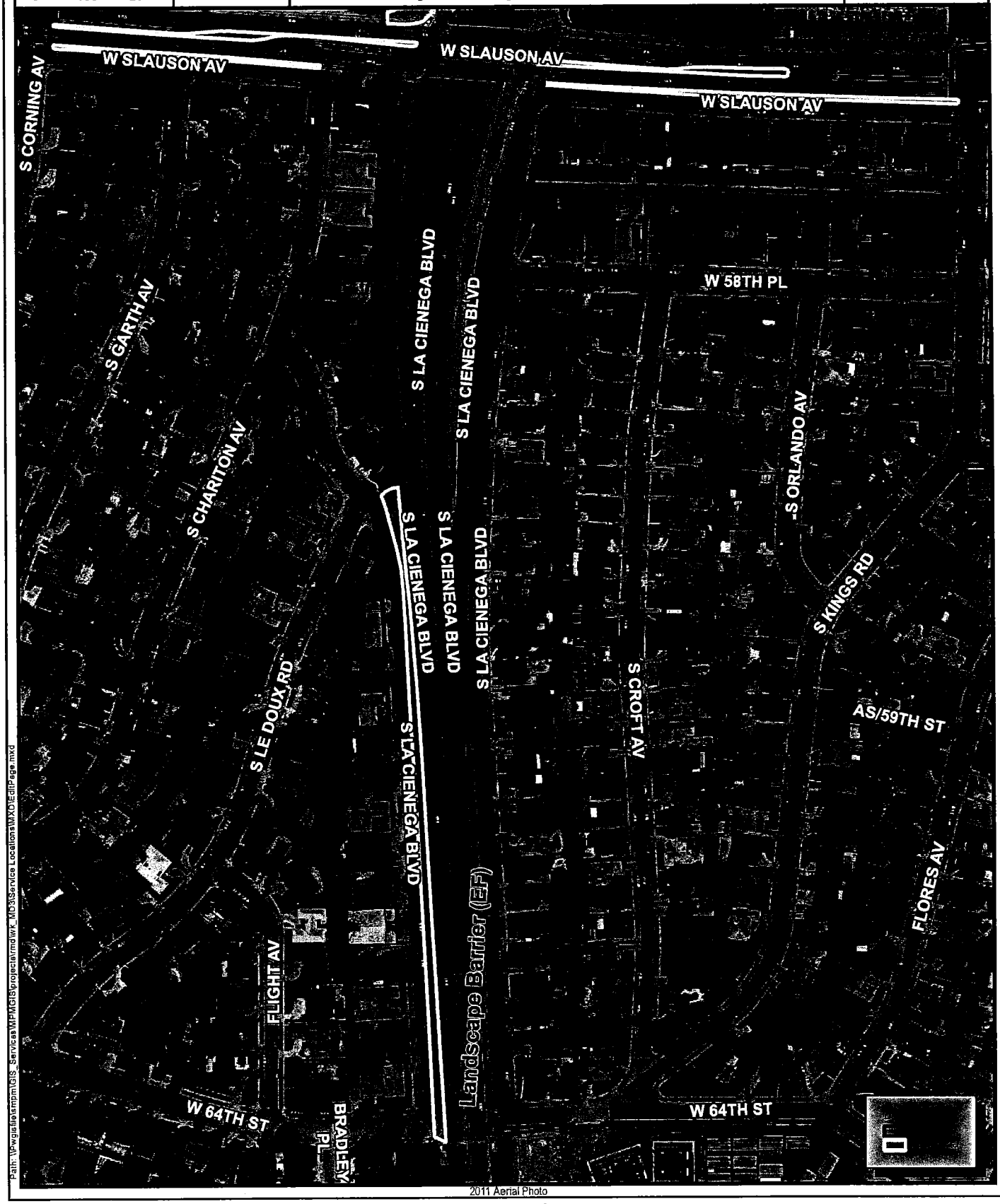
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	La Cienega Boulevard **City Boundary N/O 64th St to Le Doux Rd**	T.G. 673 A6



2011 Aerial Photo

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N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
0 100 200 Feet	CONTRACT: ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION: La Cienega Boulevard **City Boundary N/O 64th St to Slauson Av**	T.G. 673 A6



2011 Aerial Photo

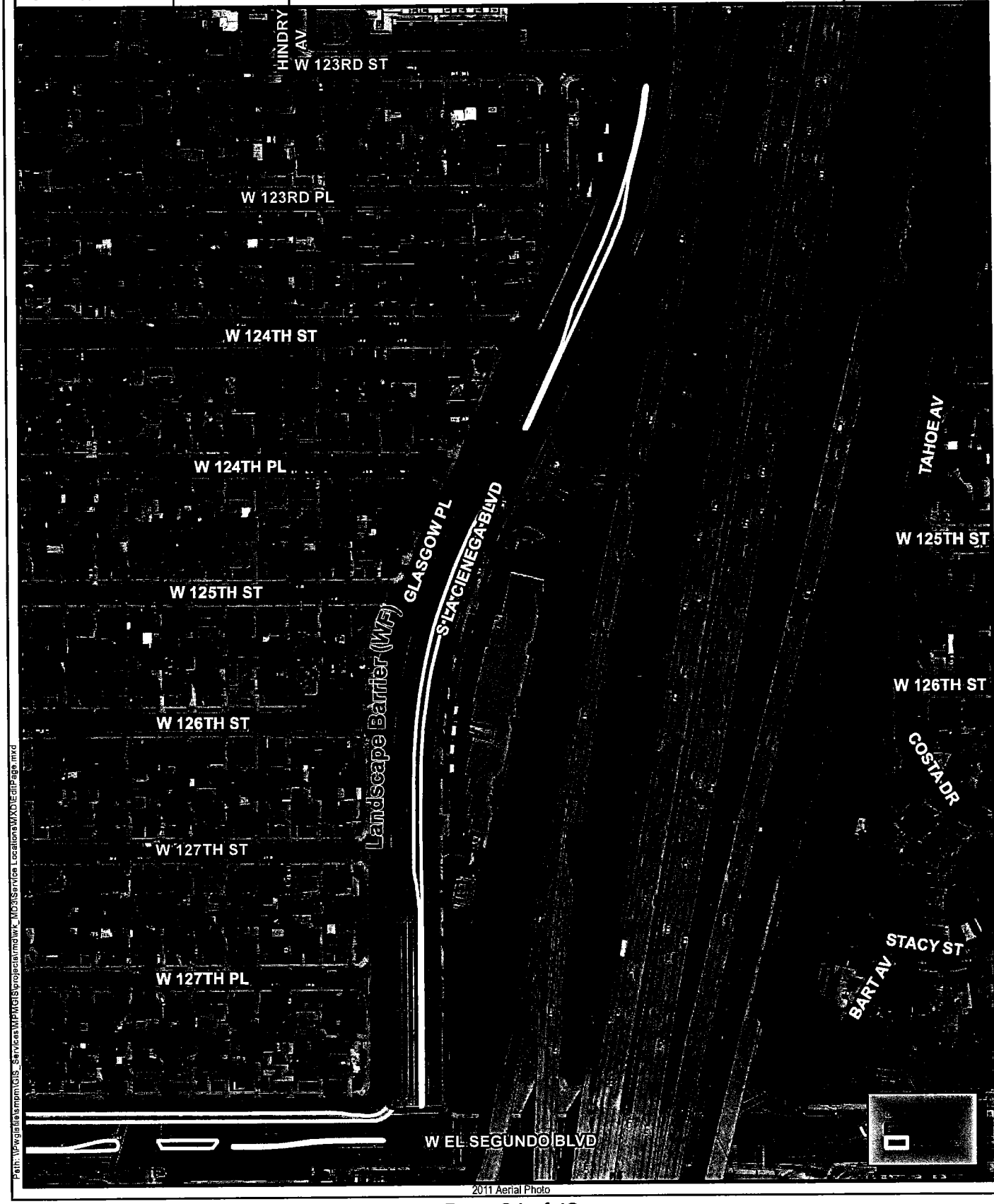
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Feet
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	La Cienega Boulevard **El Segundo Bl to 123rd Pl**	T.G. 733 A2



2011 Aerial Photo

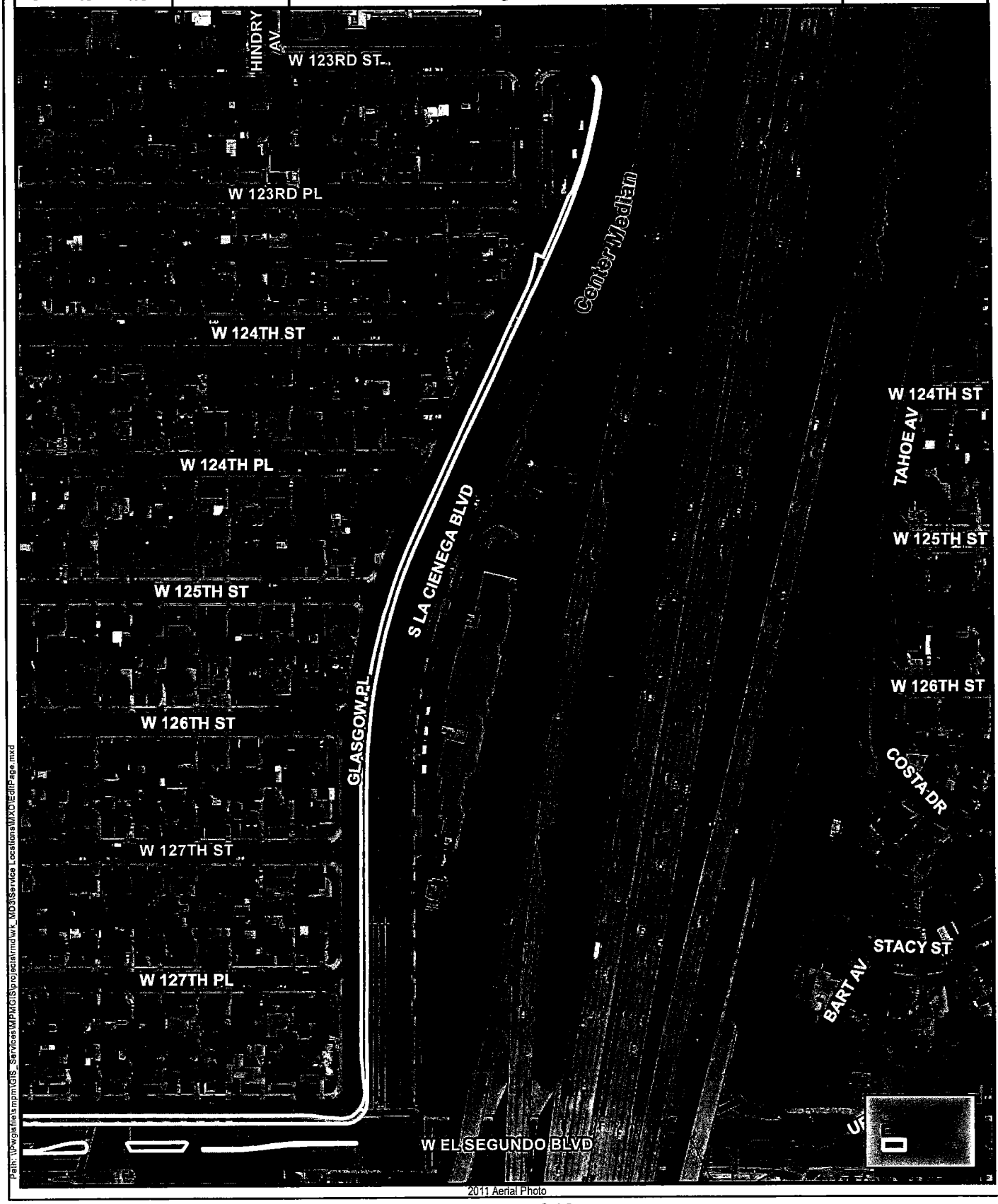
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Feet
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	La Cienega Boulevard **El Segundo Bl to 123rd St**	T.G. 733 A2



2011 Aerial Photo

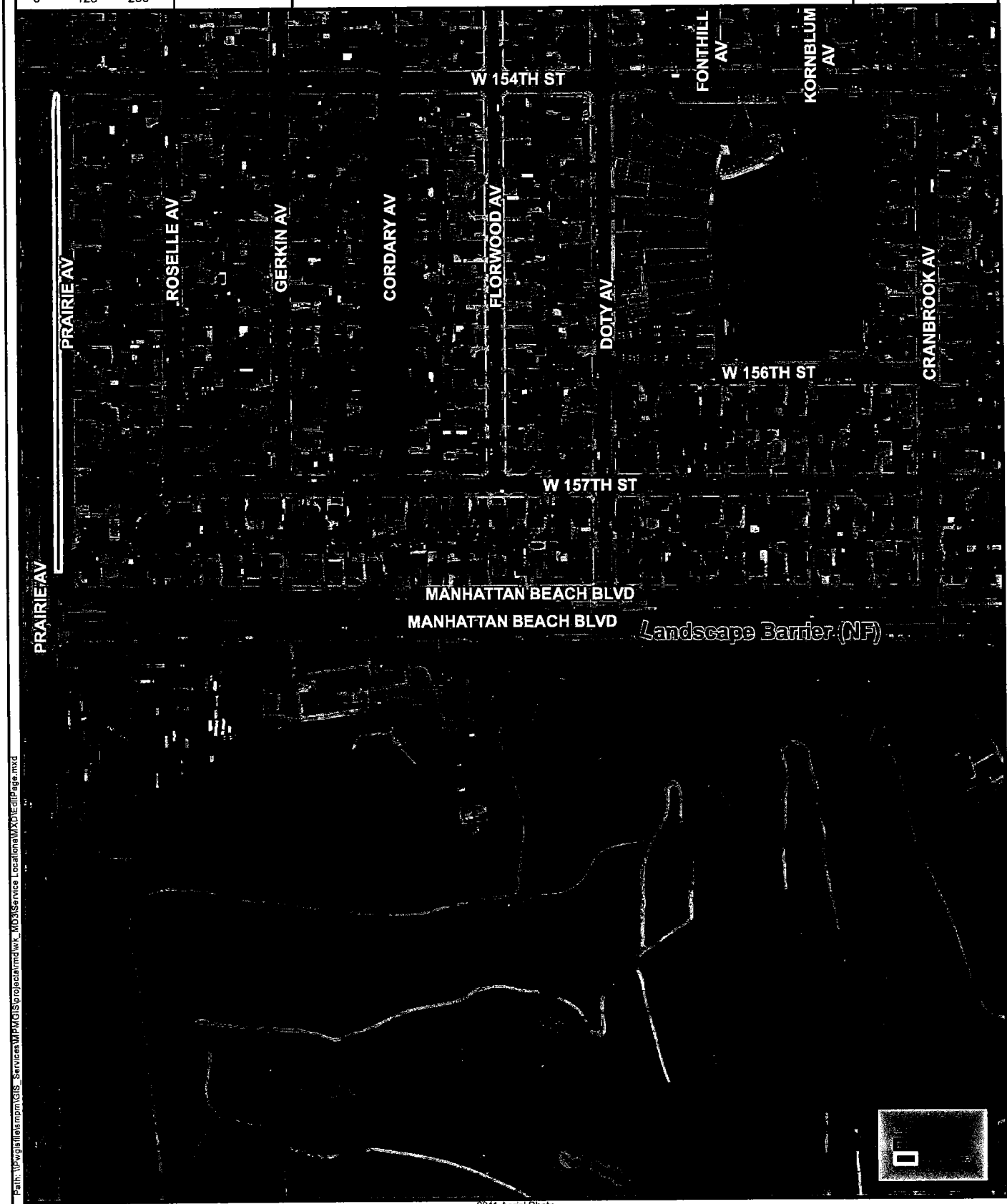
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N

0 125 250 Feet

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Manhattan Beach Boulevard **Prairie Av to E/O Cranbrook Av**	T.G. 733 E6



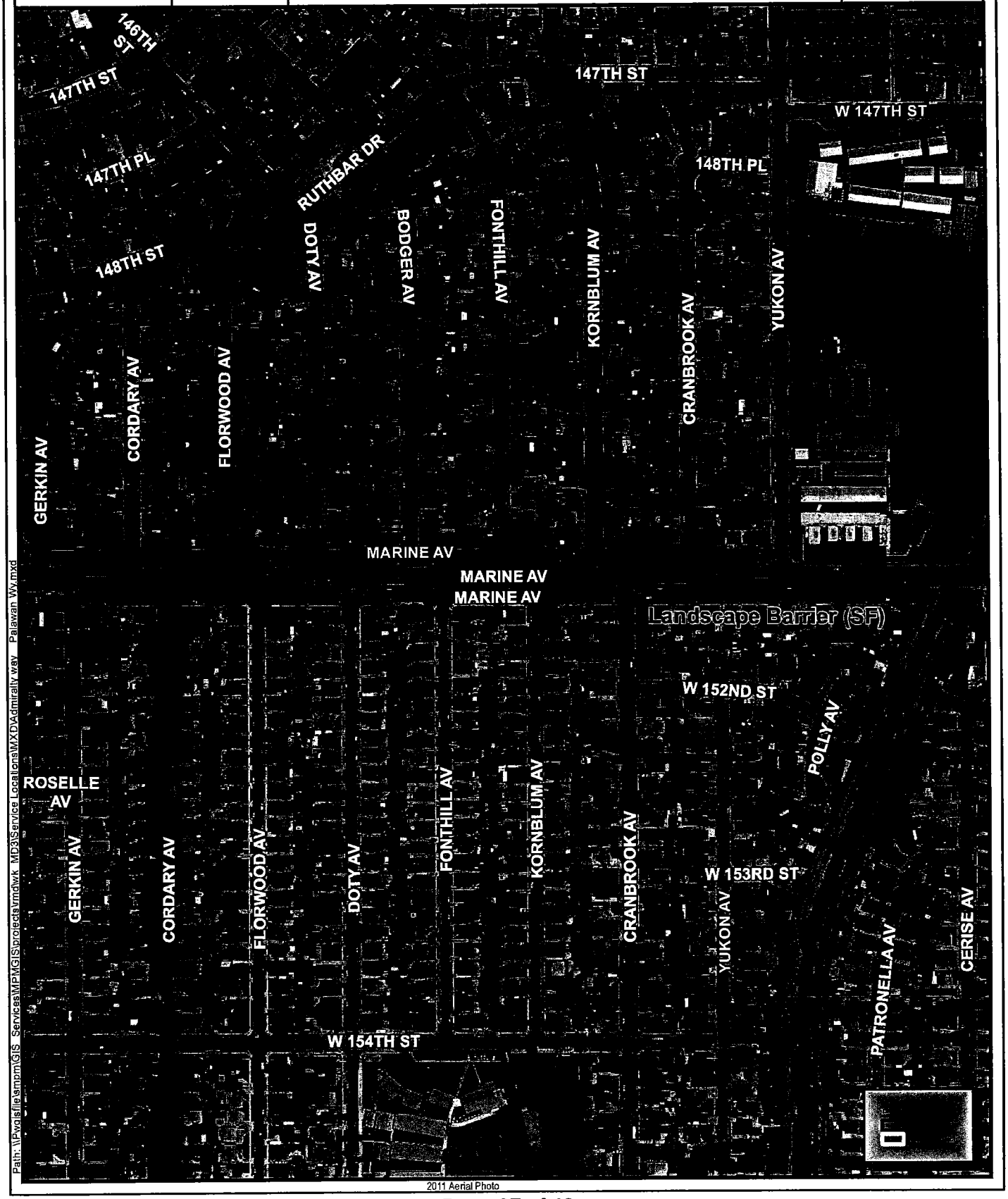
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Marine Avenue **Gerkin Av to Dominguez Channel**	T.G. 733 E5

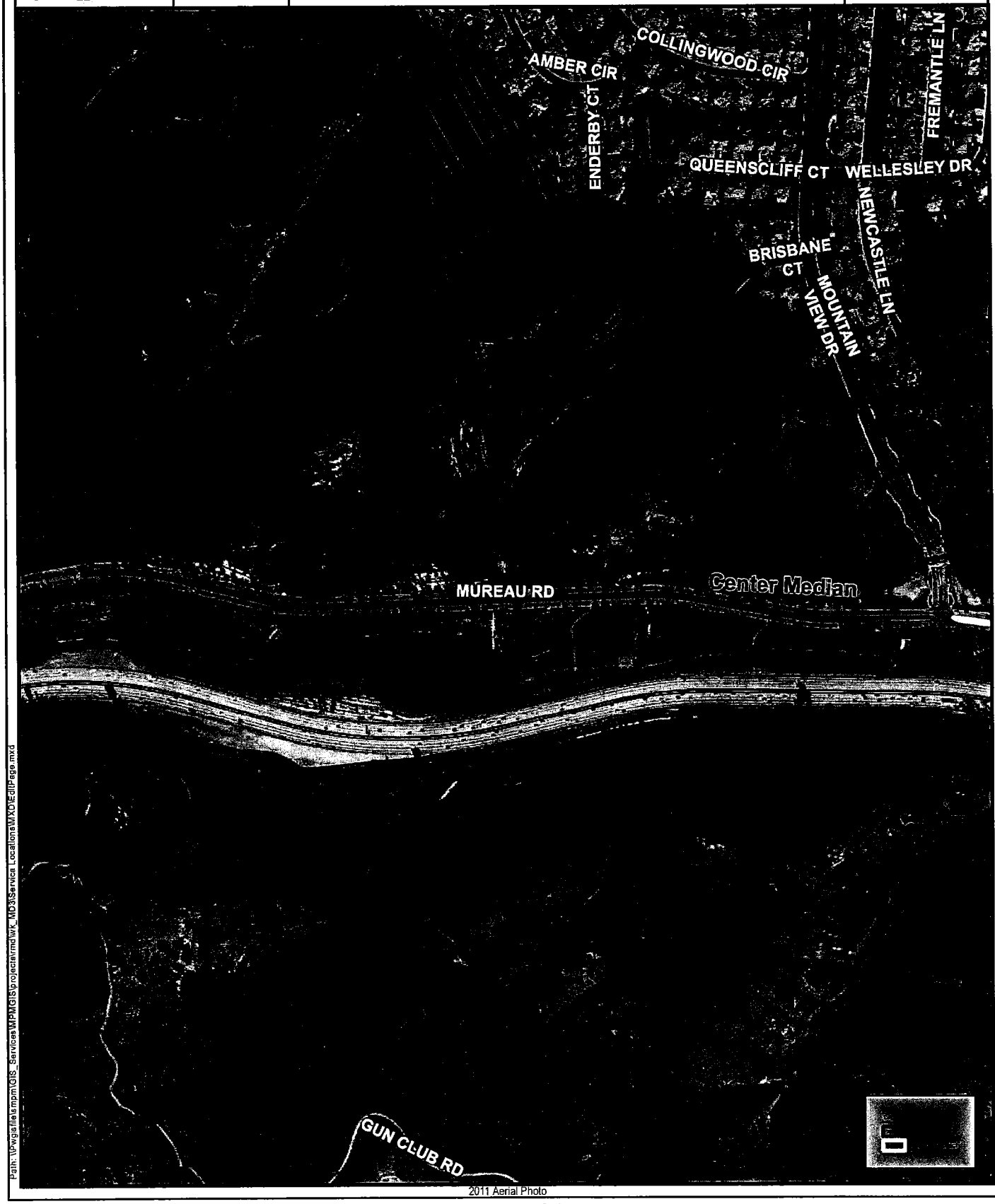
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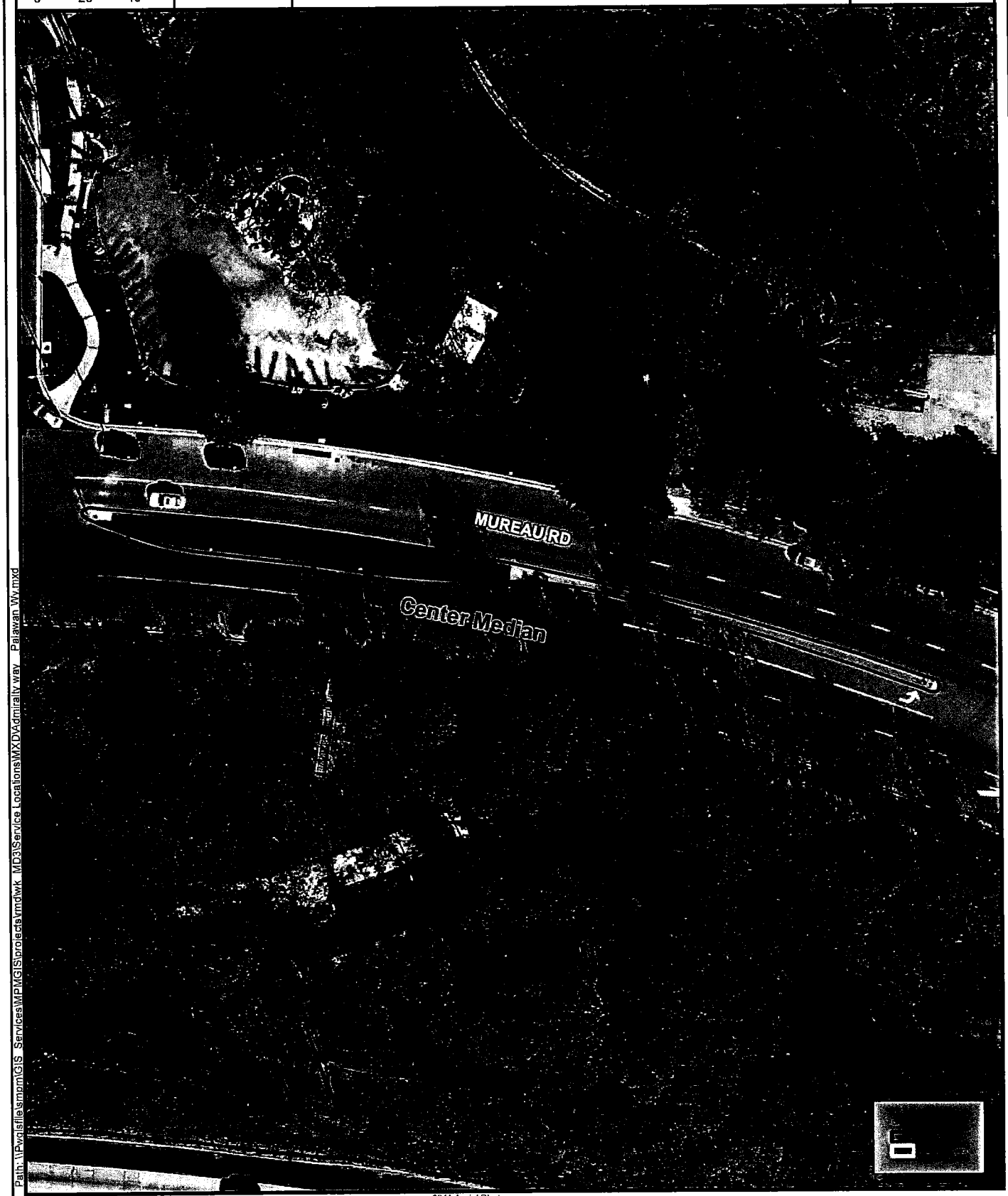
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Feet 0 220 440	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Mureau Road **3680' W/O Mountain View Dr to Mountain View Dr**	T.G. 559 B5



2011 Aerial Photo

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N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
Feet 0 20 40	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Mureau Road **Mountain View Dr to 360' E/O Mountain View Dr**	T.G. 559 B5



2011 Aerial Photo

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N

Feet
0 15 30

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Mureau Road **480' E/O Mountain View Dr to 850' E/O Mtn View Dr**	T.G. 559 B5



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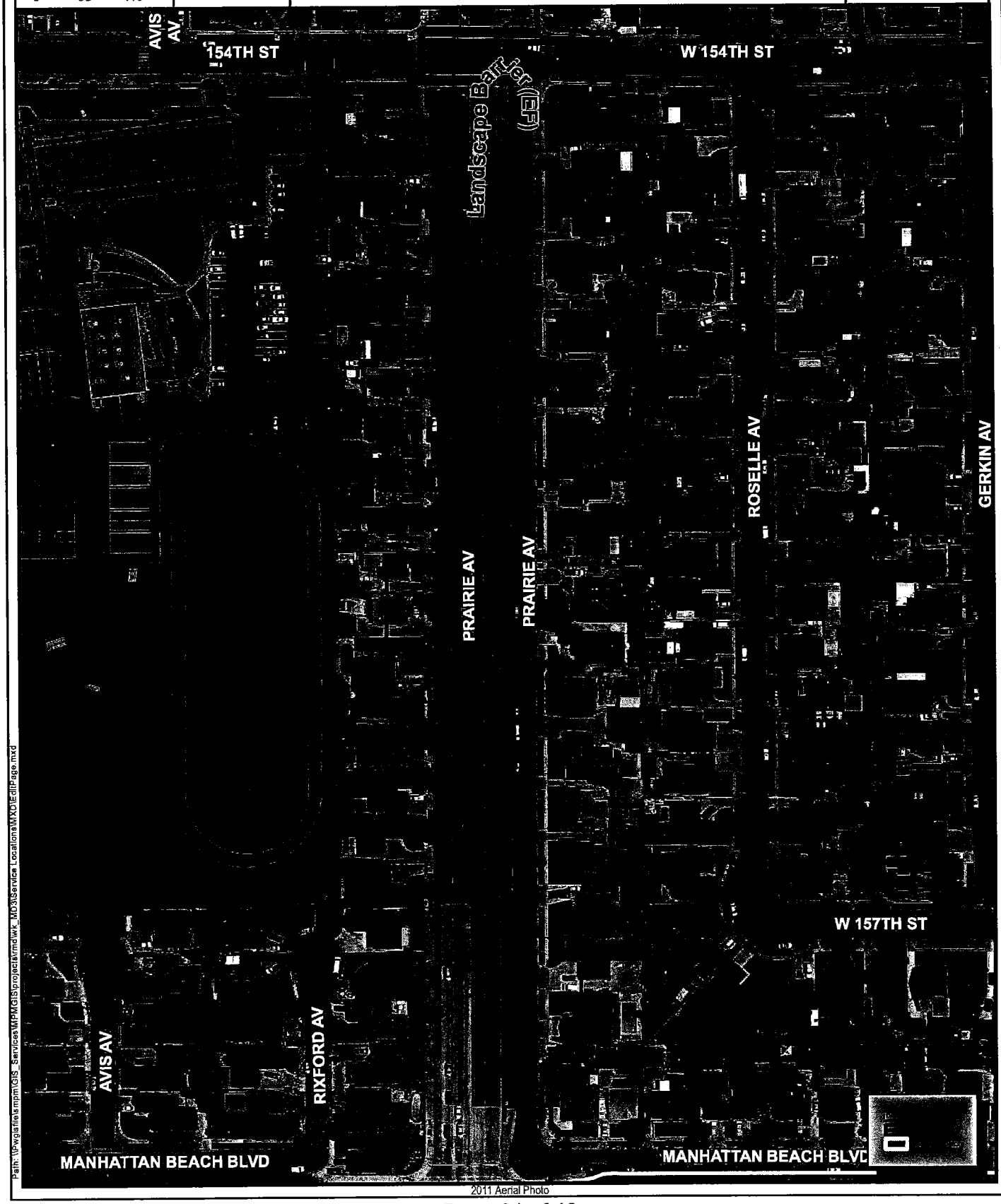
2011 Aerial Photo

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Prairie Avenue **Manhattan Beach Bl to N/O 154th St**	T.G. 733 E5

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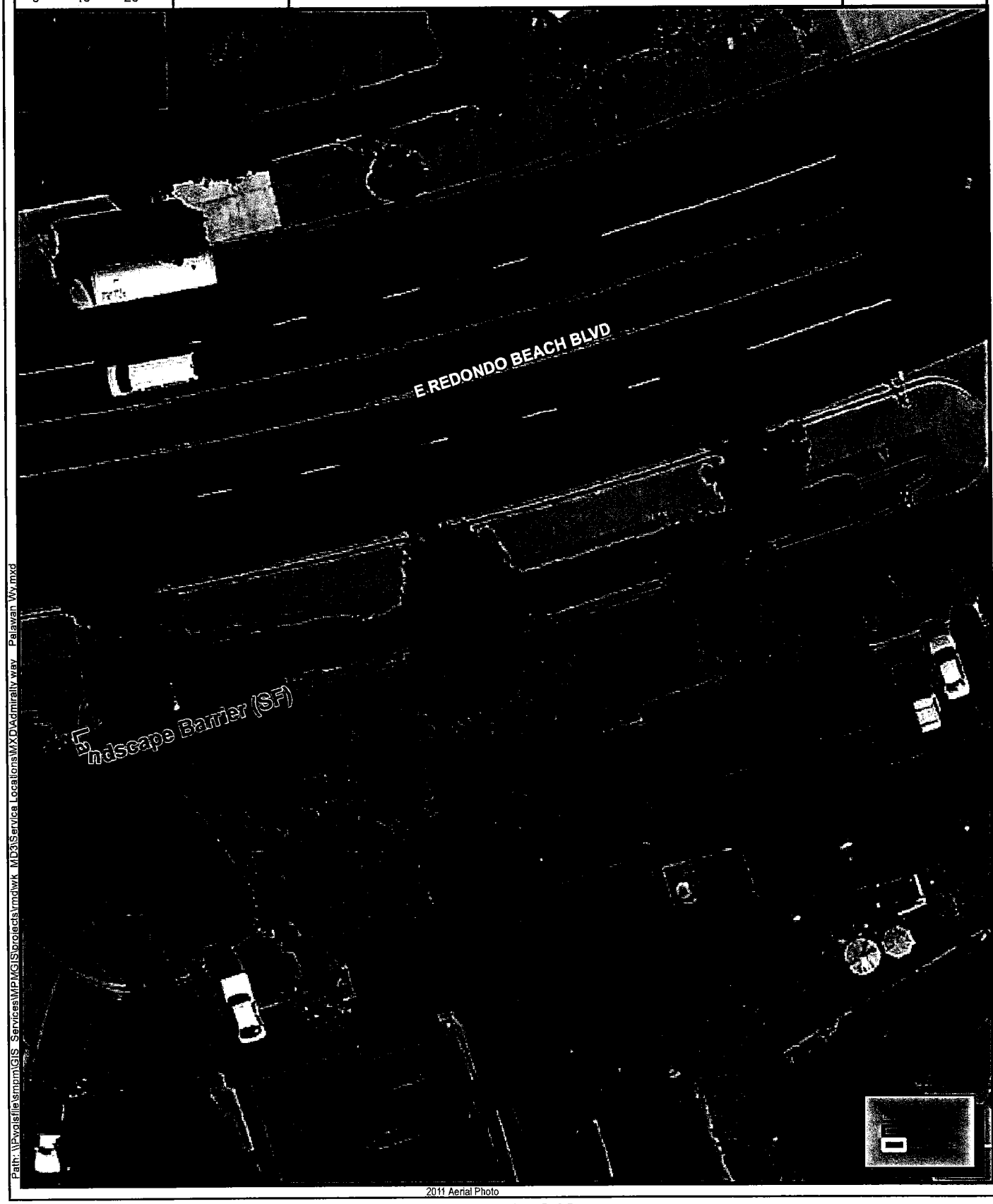
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N / Feet 0 10 20	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
	CONTRACT: ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION: Redondo Beach Boulevard **Tarrant Av to 153rd St**	T.G. 734 E5



2011 Aerial Photo

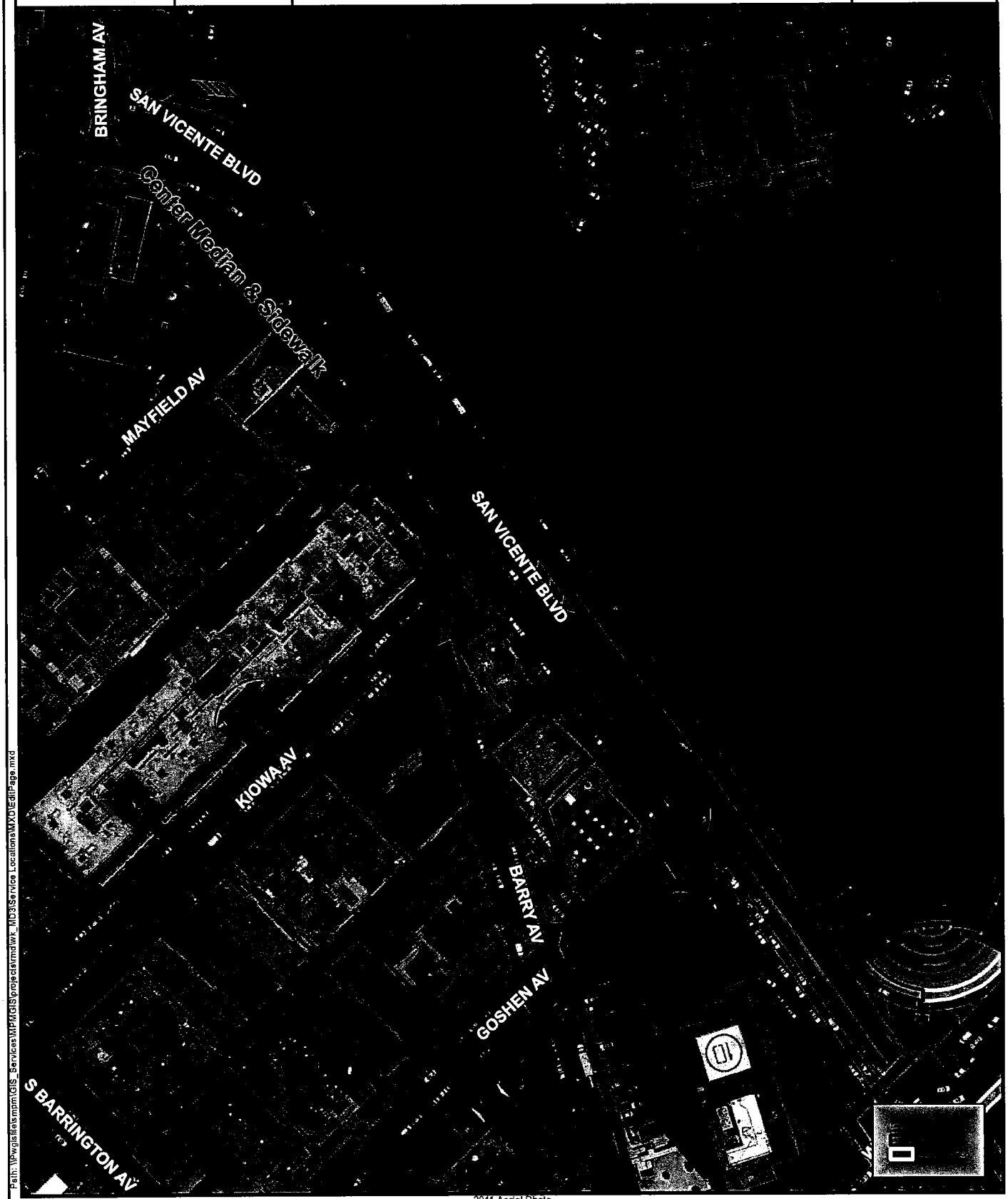
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Feet
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	San Vicente Boulevard **Wilshire Bl to Bringham Av**	T.G. 631 H4



2011 Aerial Photo

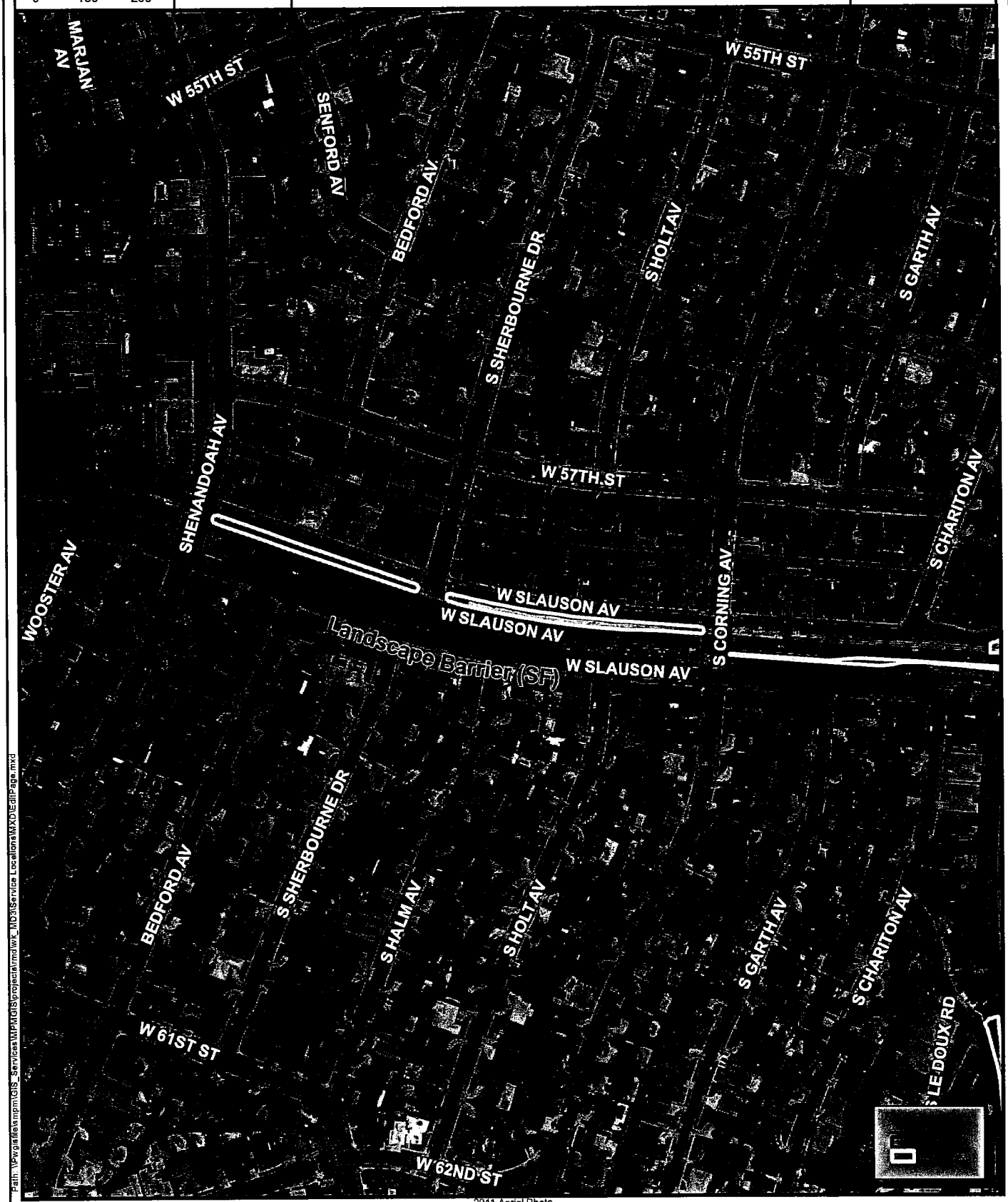
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Feet
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Slauson Avenue **Wooster Av to Chariton Av**	T.G. 672 J6



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2011 Aerial Photo

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Feet
0 75 150

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Landscape Maintenance and Grounds Service Location Map

CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Slauson Avenue **Shenandoah Av to Corning Av**	T.G. 672 J6



2011 Aerial Photo

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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Slauson Avenue **Corning Av to La Cienega Bl**	T.G. 673 A6

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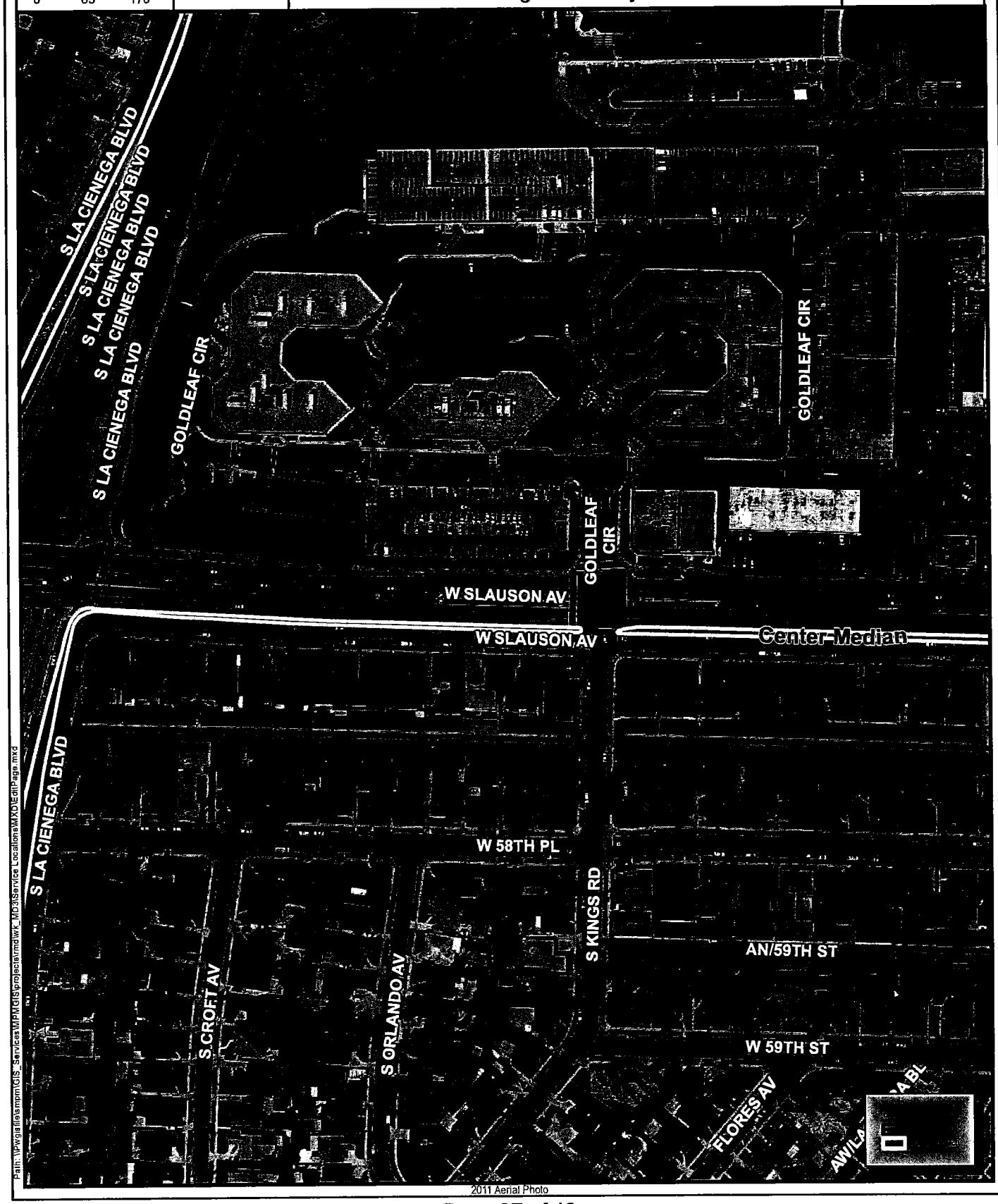
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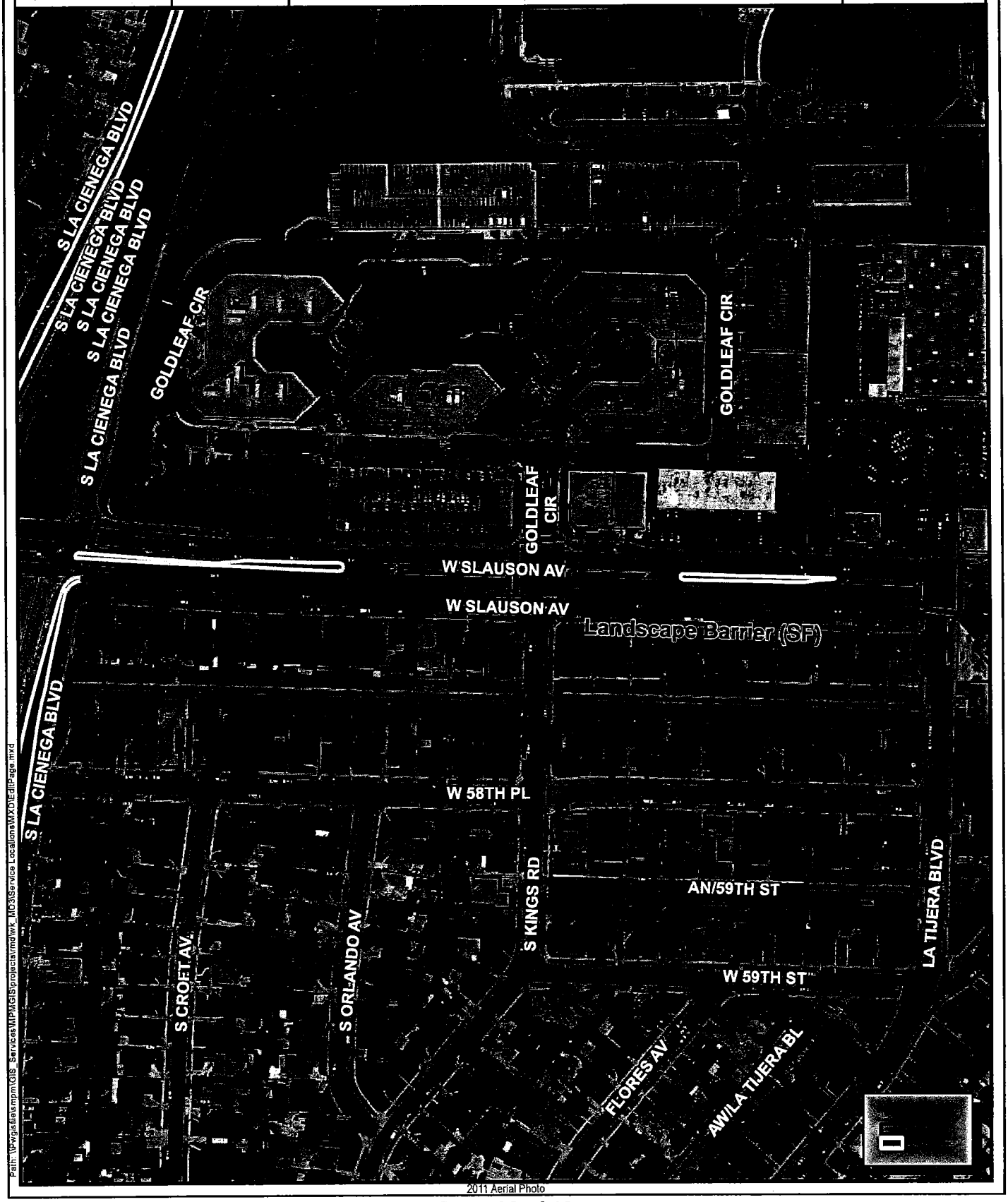
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N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
Feet 0 85 170	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Slauson Avenue **La Cienega Bl to La Tijera Bl**	T.G. 673 A6



N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
Feet 0 95 190	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Slauson Avenue **La Cienega Bl to La Tijera Bl**	T.G. 673 A6



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2011 Aerial Photo

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Slauson Avenue **Heatherdale Dr to E/O Overhill Dr**	T.G. 673 C6

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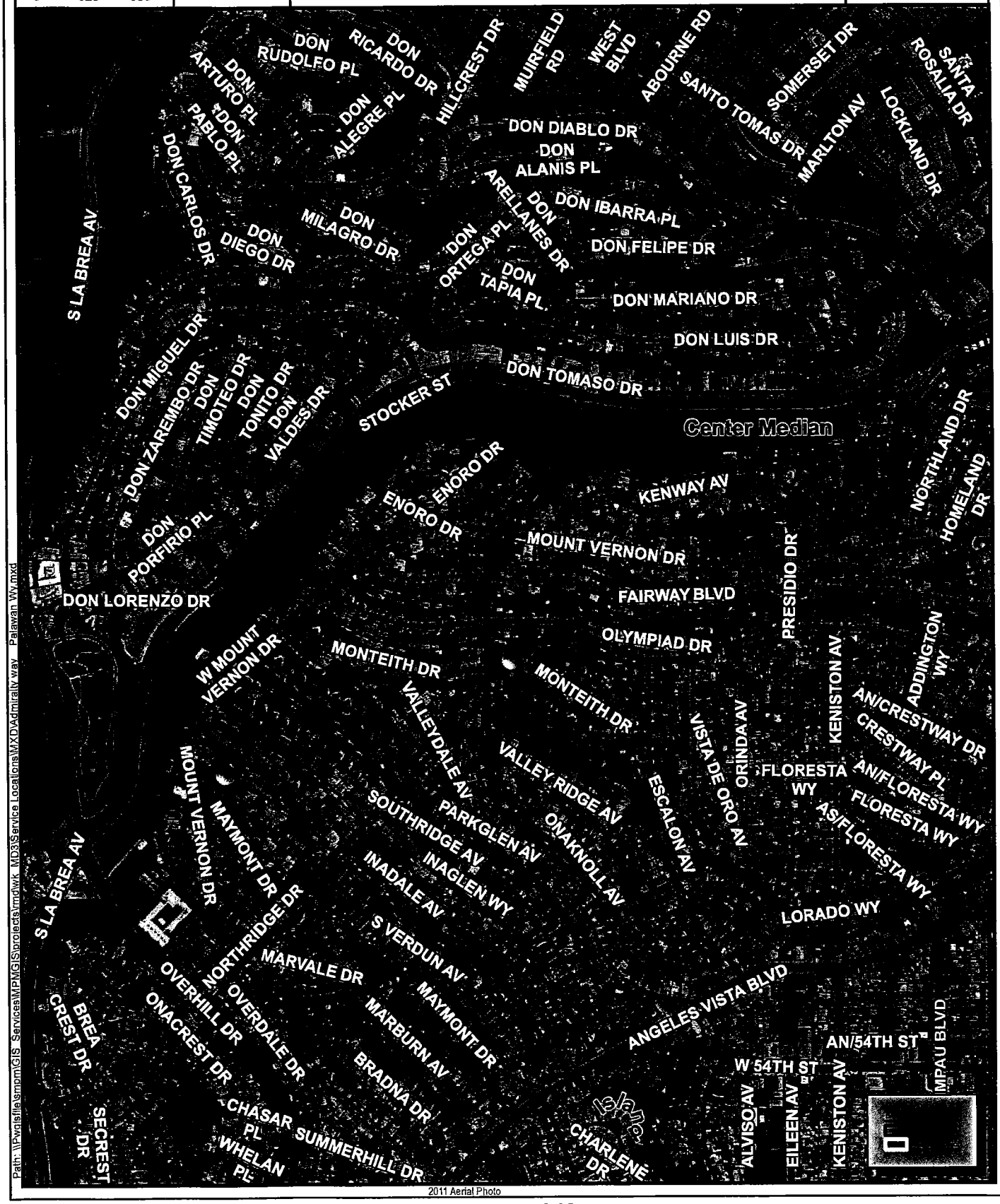
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2011 Aerial Photo

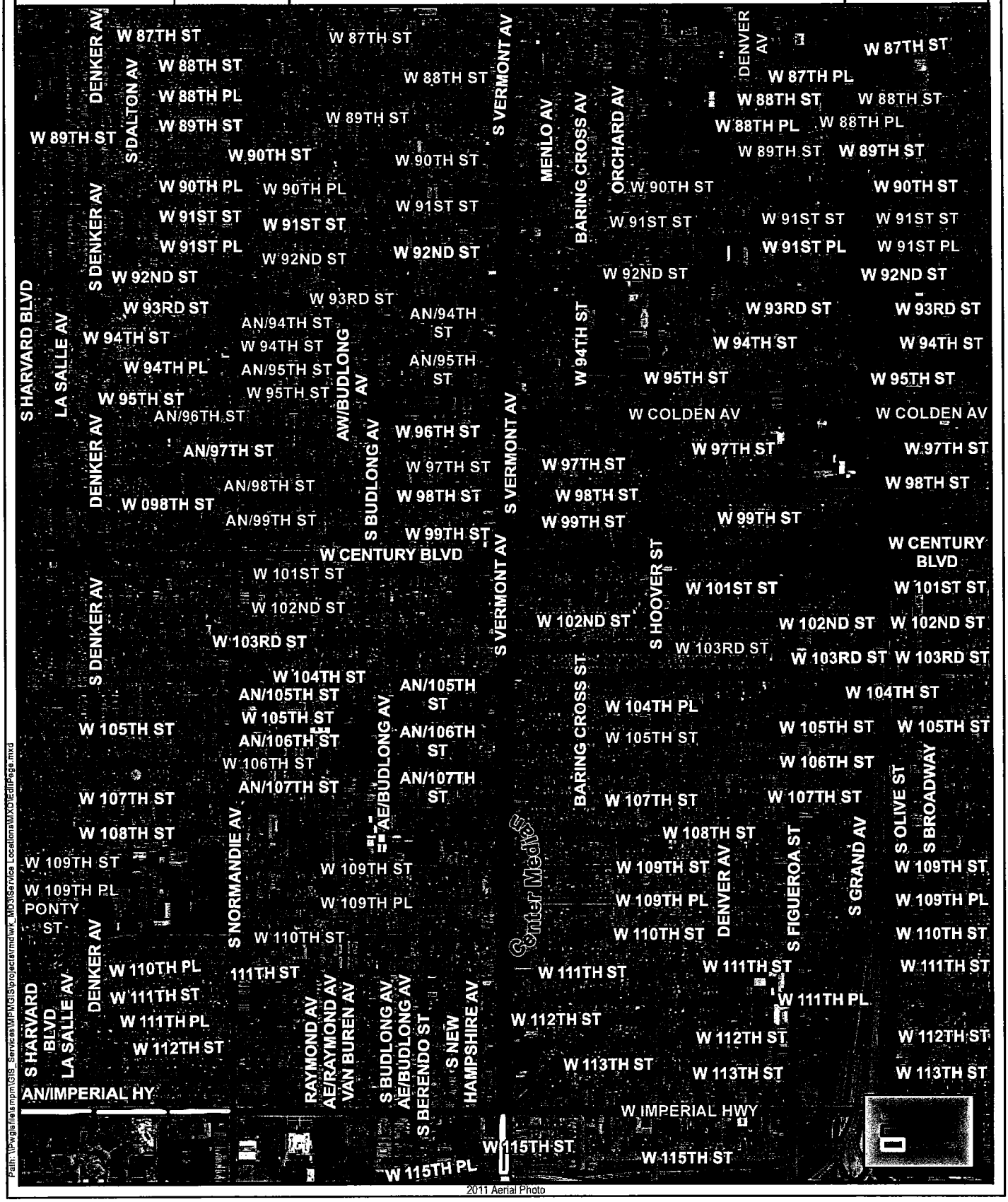
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	CONTRACT: ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION: Stocker Street **Overhill Dr to Don Felipe Dr**	T.G. 673 C4



2011 Aerial Photo

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	LOCATION: Vermont Avenue **Imperial Hwy to 88th St**	T.G. 704 A6

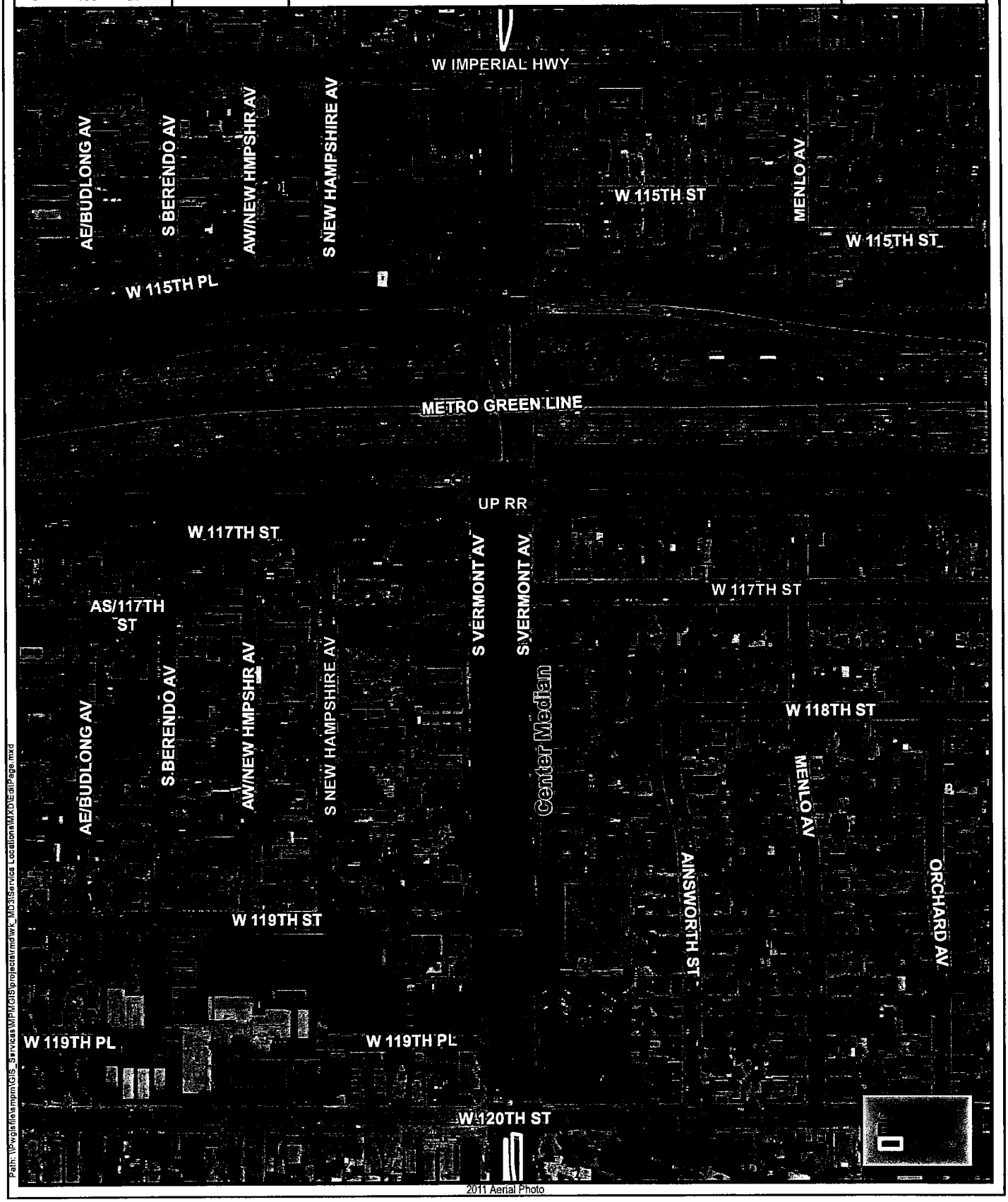


2011 Aerial Photo

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Vermont Avenue **120th St to Imperial Hwy**	T.G. 704 A7

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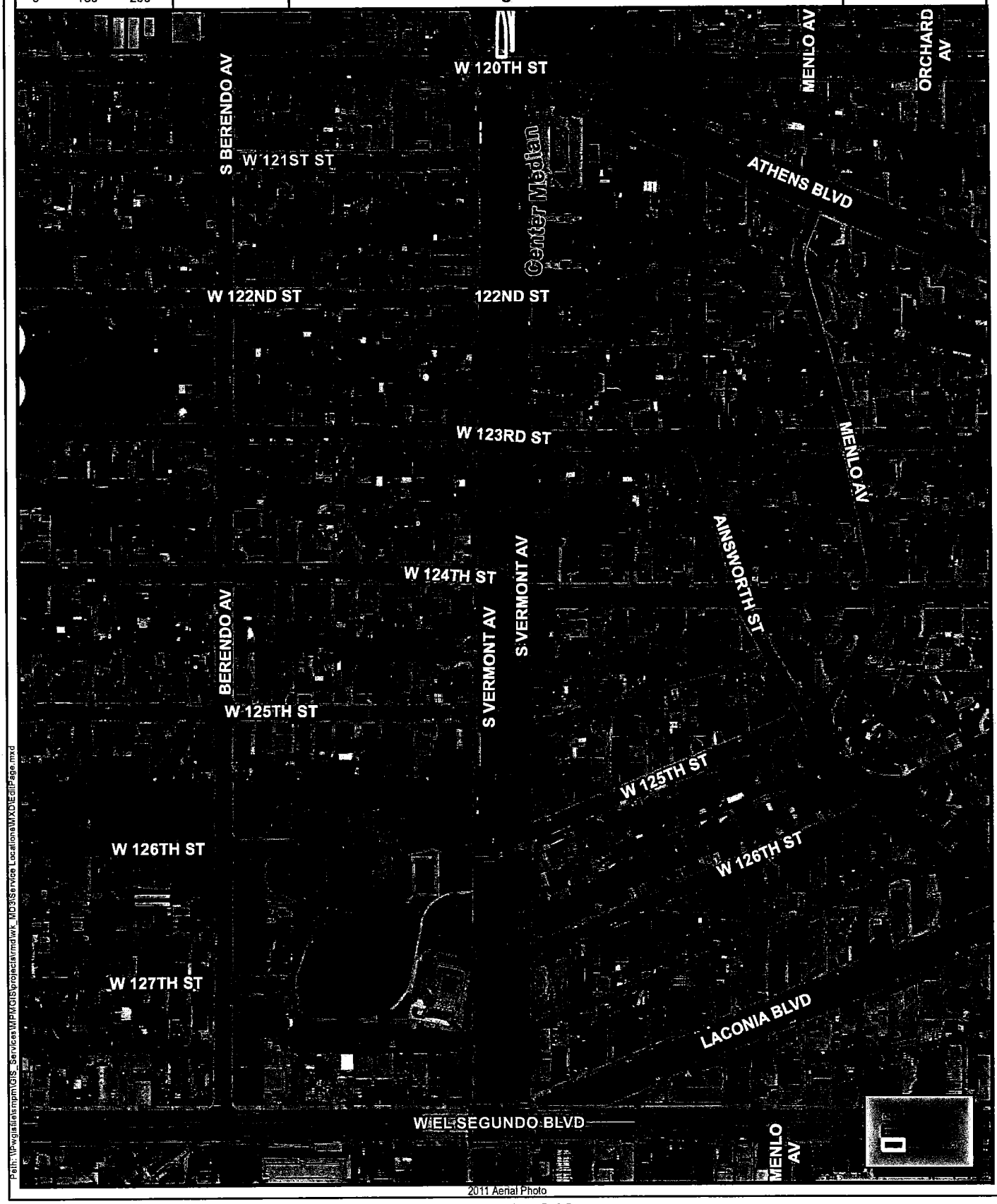
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Feet 0 130 260	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Vermont Avenue **El Segundo Bl to 120th St**	T.G. 734 E1

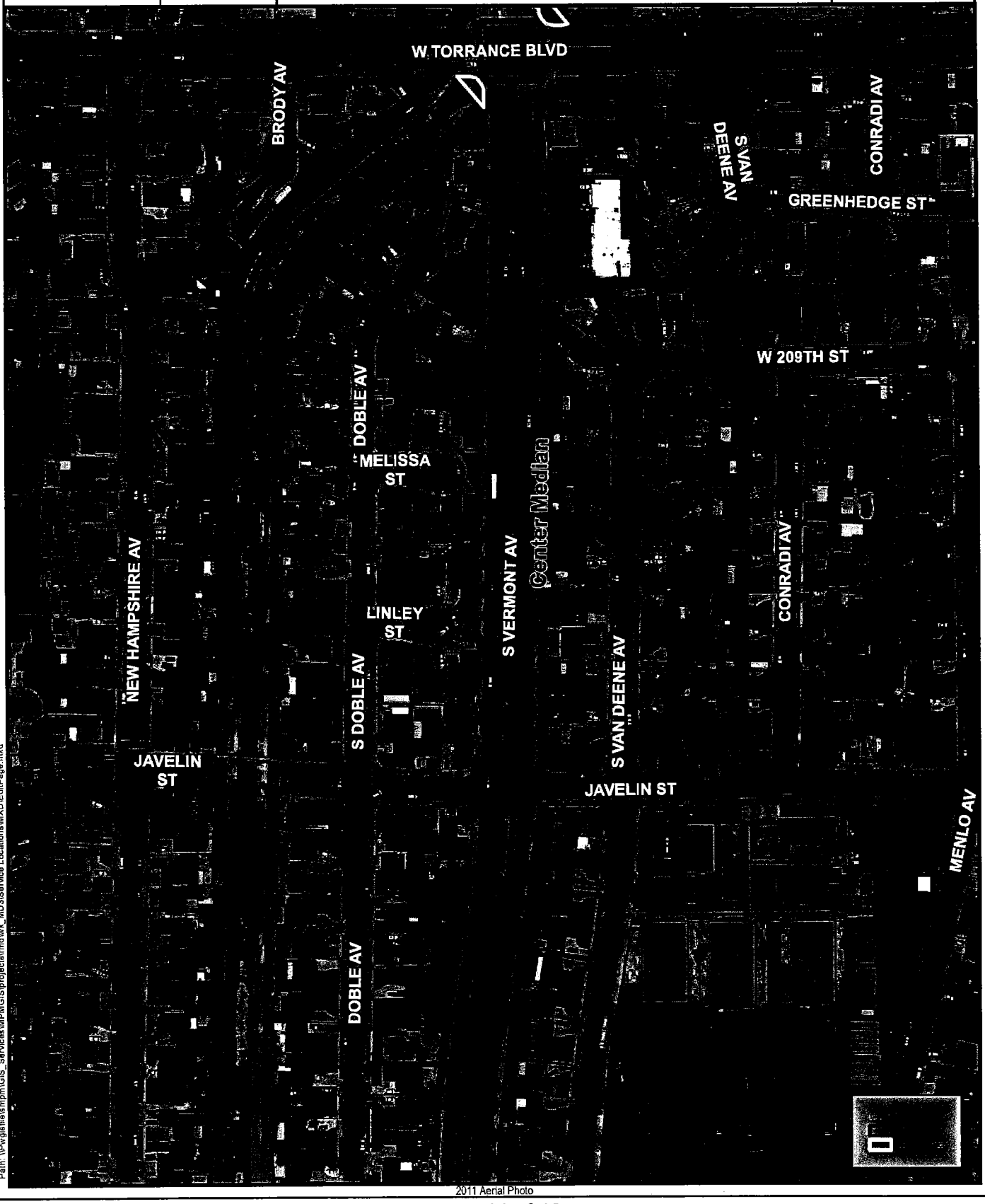


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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Vermont Avenue **N/O Clarion Dr to Torrance Blvd**	T.G. 764 B5

N

Feet
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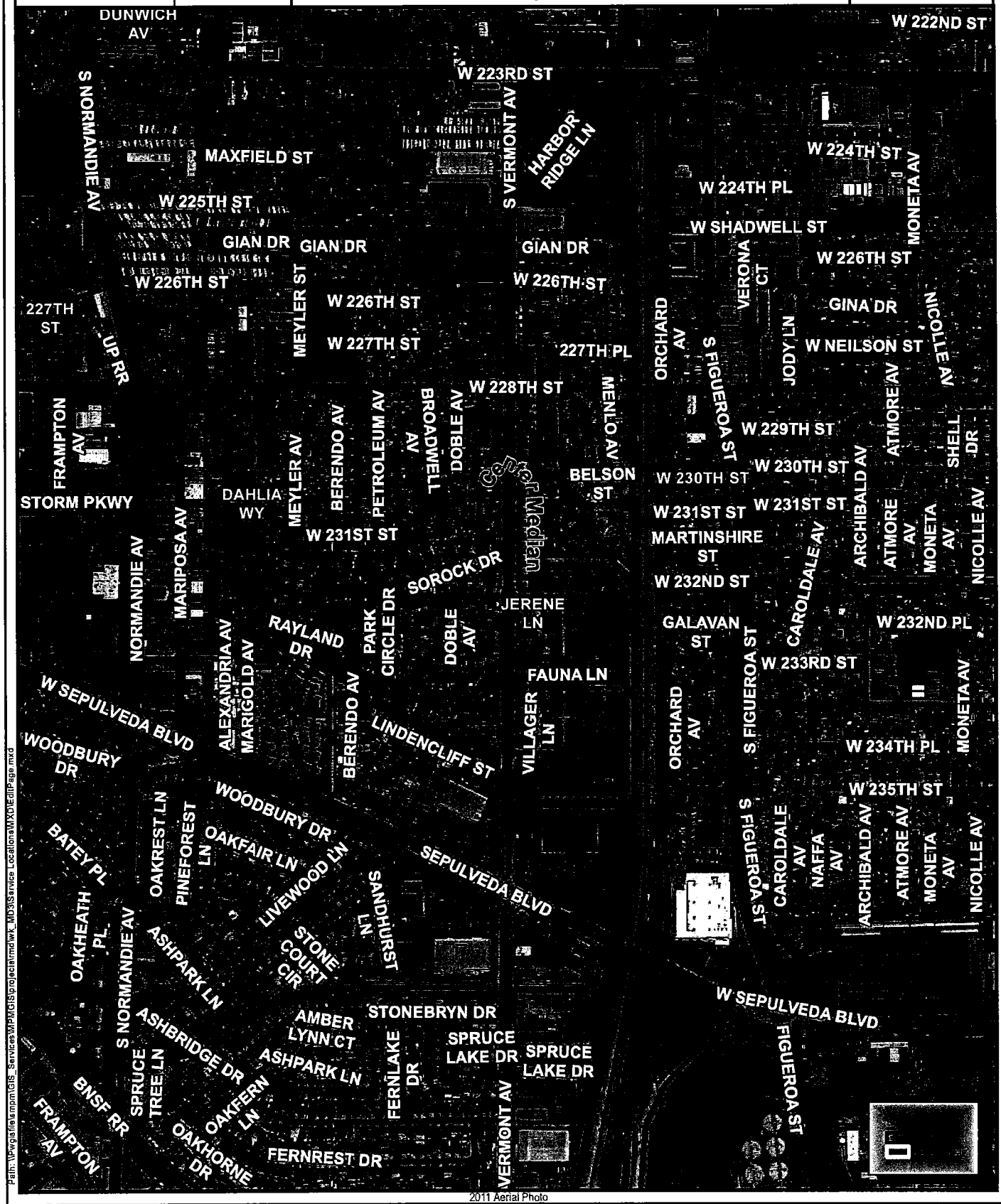
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2011 Aerial Photo

	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Vermont Avenue **Ashbridge Ln to 223rd St**	T.G. 794 B3

N

Feet
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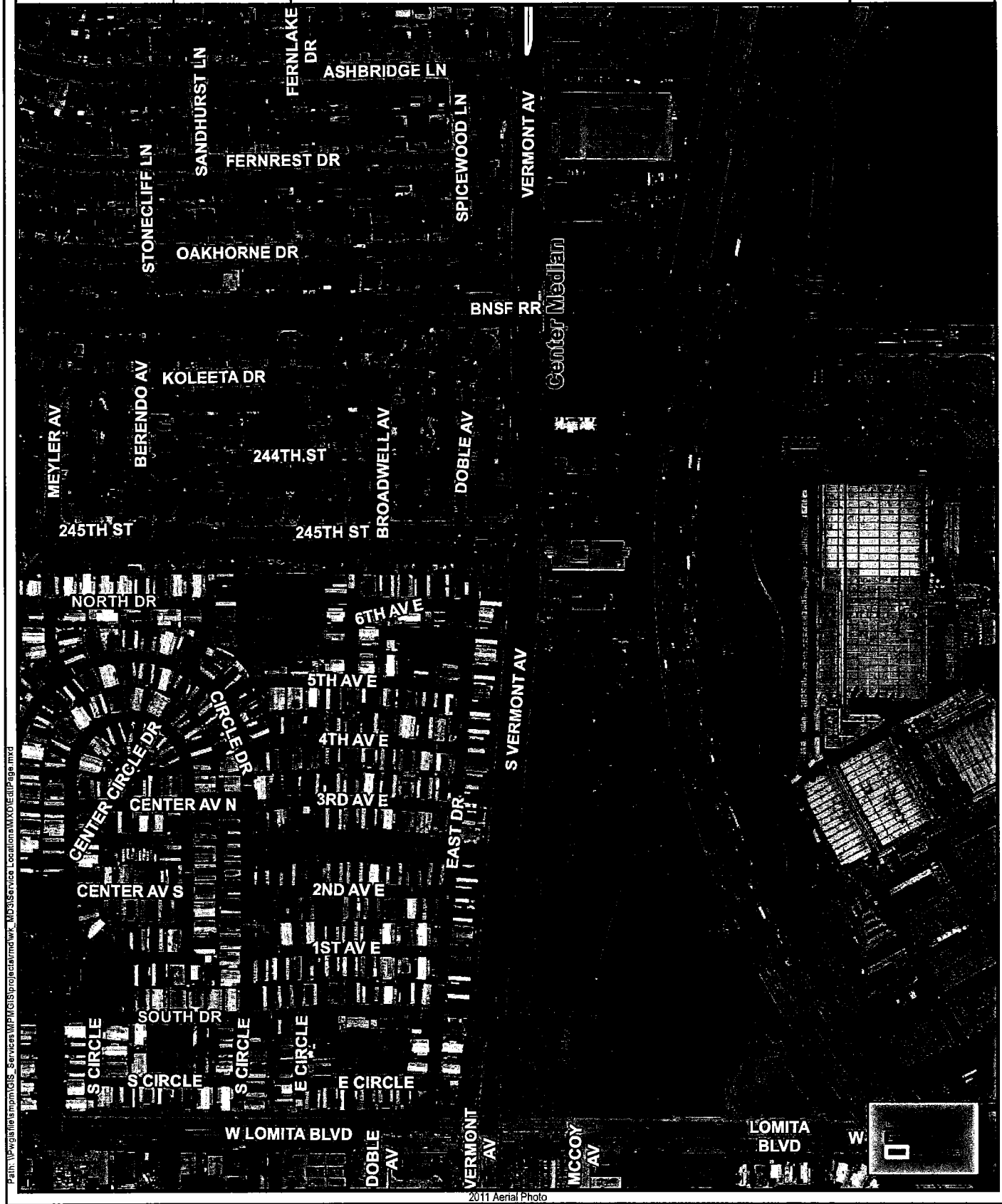
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map		
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Vermont Avenue **Lomita Bl to Ashbridge Ln**	T.G. 794 B3

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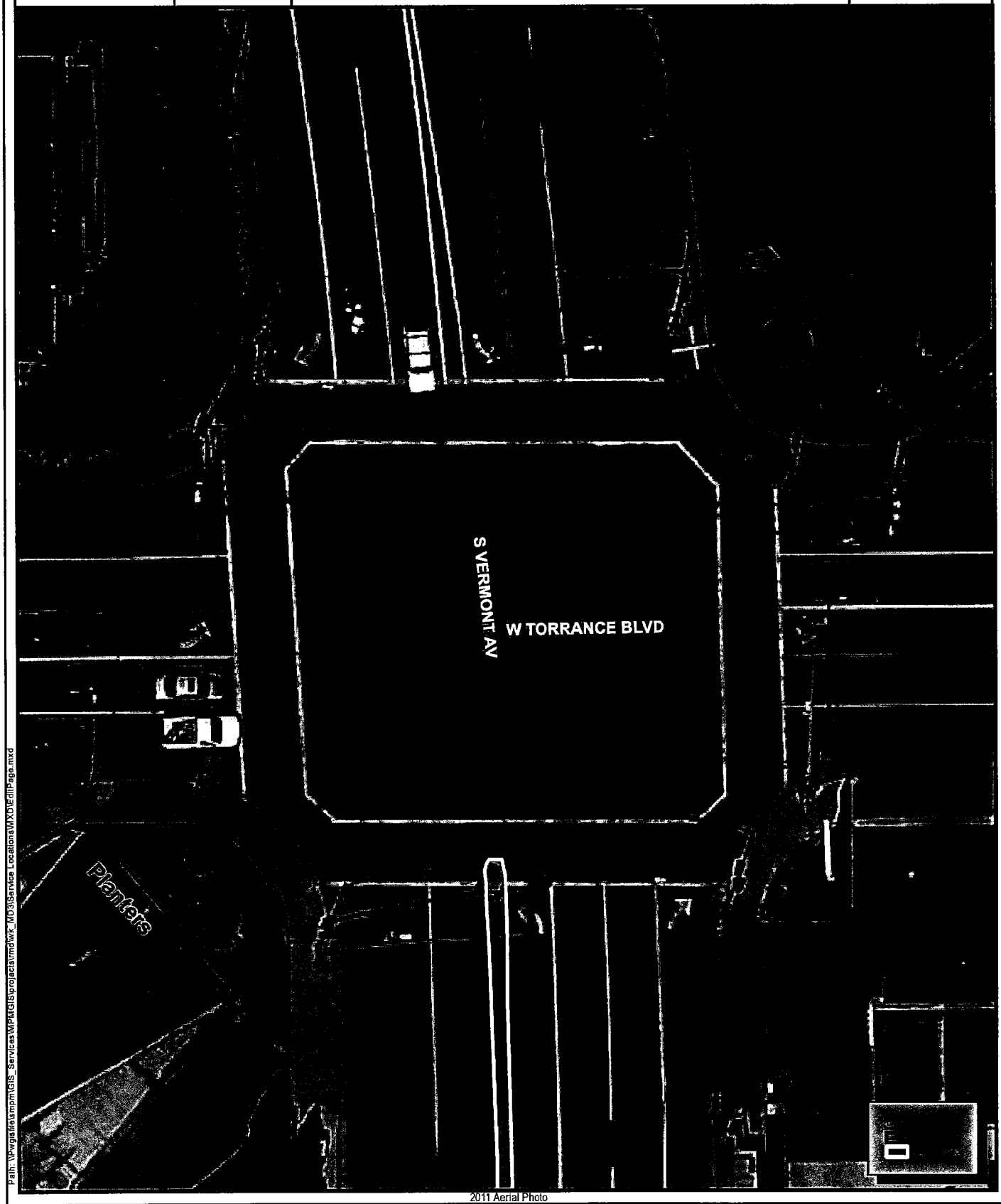
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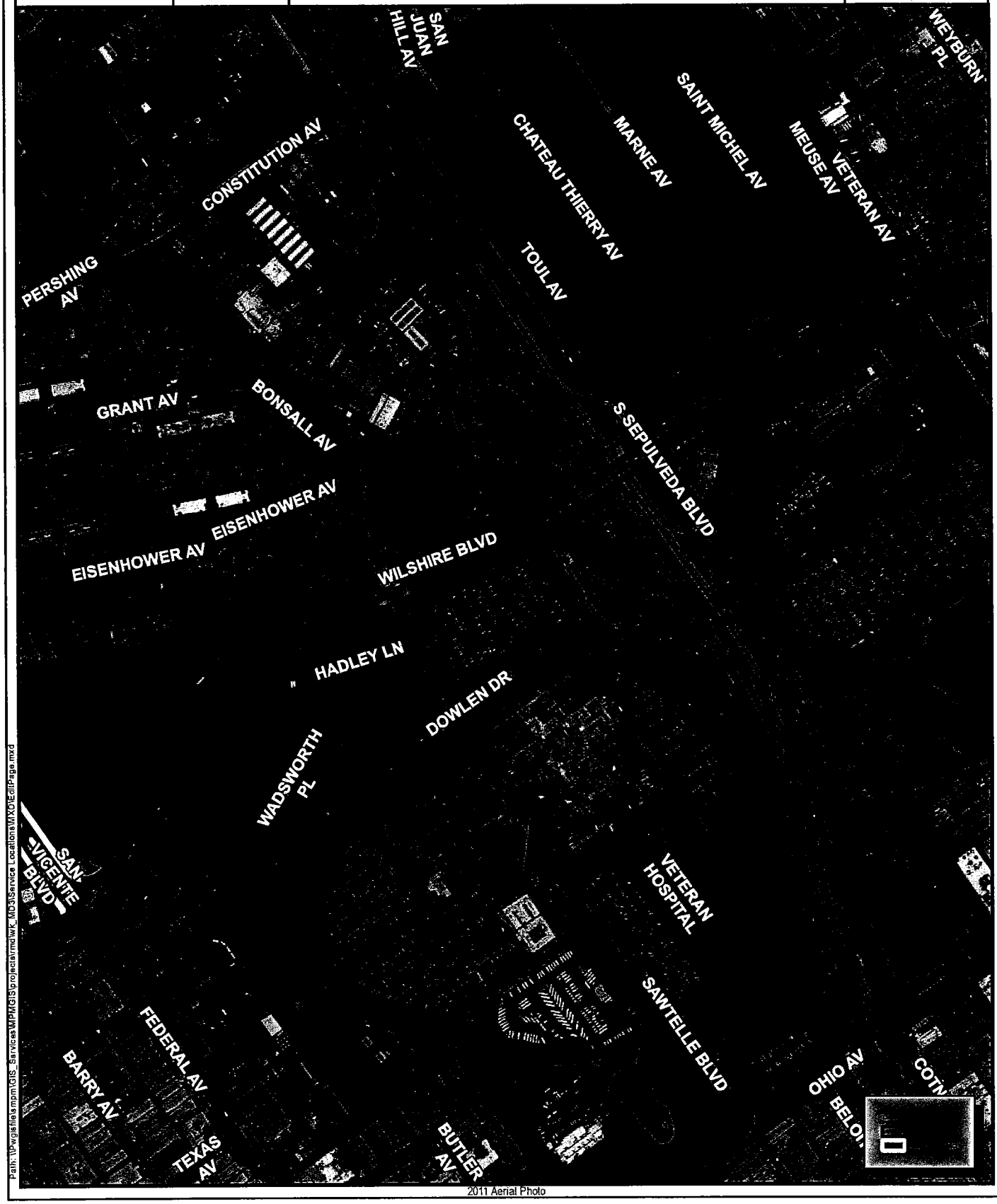
N / Feet 0 10 20	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
LOCATION	Vermont Avenue **Torrance Bl: NE & SW Corners**	T.G. 764 B5



2011 Aerial Photo

Path: \\Pwgis\gis\mpm\gis_Services\MPM\gis\projects\mdwrk_MD3\Service Locations\MXD\EditPage.mxd

N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS Landscape Maintenance and Grounds Service Location Map	
Feet 0 210 420	CONTRACT	ROAD MAINTENANCE MD 3	EXHIBIT G.2
	LOCATION	Wilshire Boulevard **Federal Av to Veteran Av**	T.G. 631 J4



2011 Aerial Photo

Path: \\Pwgisfiles\mpm\GIS_Services\MPM\GIS\projects\mdwrk_MD3\Service Locations\MXD\EditPage.mxd

ORIGINAL

County of Los Angeles
Department of Public Works

Request for Proposal
for
Landscape and Grounds Maintenance Services
(2013-PA014)

Submitted By:
TruGreen LandCare
Branch 6354
4134 Temple City Blvd
Rosemead, CA 91770
626/377-9748
626/376-9176 (Fax)

Date of Submittal: January 9, 2014

Table of Contents

3) Letter of Transmittal (Pages 1 - 2)
4) Support Documents for Corporation and Limited Liability Companies (Pages 3 - 4)
5) Experience (Pages 5 - 17)
6) Work Plan (Pages 18 - 20)
7) Quality Assurance Program (Pages 21 - 23)
8) Subcontractors (Pages 24 – 25)
9) Financial Resources (Pages 26 – 33)
10) Licenses and Certifications (Pages 34 – 40)
11) Insurance (Pages 41 – 42)
12) Record Keeping (43 - 58)
13) Forms List (Pages 59 - 314)
14) Subcontractors' Forms List (Pages 315 - 316)
15) Living Wage Ordinance – Application for Exemption (Pages 317 – 318)
16) Additional Information (Pages 319 -321)

SECTION 3

TRUGREEN LandCare℠

January 7, 2014

City of Los Angeles
Deputy Director
Patrick V DeChellis
900 South Freemont Ave
Alhambra, CA 91803

Re: Request for Proposal for Landscape and Grounds Maintenance Services (2013-PA014)

Dear Sirs:

TruGreen LandCare (Branch 6354) is pleased to submit our proposal for Landscape Maintenance Services for Landscape and Grounds Maintenance Services (2013-PA014).

Our main office is located at 4134 Temple City Blvd., Rosemead, CA 91770. Our telephone number is (626) 377-9748.

TruGreen LandCare proposes the Landscape and Grounds Maintenance Services (2013-PA014) as outlined in the proposal content checklist.

We have read the Scope of Work and we have the qualification to provide the residents of the City of Los Angeles the services required.

This letter also serves to authorize myself, Joe Espinoza, Branch Manager for TruGreen LandCare - Branch 6354--to represent TruGreen LandCare and to sign any binding contract or agreement on behalf of TruGreen LandCare (see attached Designation of Representative). Branch #6354 is located at:

4134 Temple City Blvd.
Rosemead, CA 91770
Phone: (626) 377-9748 Fax: (626) 376-9176
E-mail address: Joe.Espinoza@landcare.com

Thank you for allowing TruGreen LandCare to submit our proposal.

Respectfully submitted,

Joe Espinoza
Branch Manager

2

SECTION 4

Request for Proposal – Part 1
4. Support Documents for Corporation and Limited Liability Companies

TruGreen LandCare is a California general partnership consisting of TruGreen LandCare L.L.C. and LandCare Holdings, Inc. d/b/a TruGreen LandCare, Inc.

SECTION 5

TRUGREEN LandCare℠

TruGreen LandCare

TruGreen LandCare, Branch 6354, A California General Partnership, founded September 1, 1999 through the successful acquisition of many top landscape companies, has over 40 years of experience and knowledge to service our customers. We provide professional landscape maintenance to many city and public work projects.

Organization –
Joe Espinoza/Branch Manager (Facilitates the overall operation)
Over 7 years experience with TruGreen LandCare but brings 15 years experience in logistics with the US Army Reserves.

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member
Luis Casillas/Crew Member
Francisco Torres/Crew Member
Diego Ramos/Crew Member

TruGreen LandCare meets all requirements as stated in Part 1Section 1.B with valid licences and minimum years of experience. The minimum years of experience is met with the current contrant of Landscape and Grounds Mantenenace Services for East Los Angeles Medians which spans over five years.

The staff listed above have in part or whole been engaged in the contract, specifically the supervisors, to meet the minimum requirement of three years experience.

As one of the largest landscape maintenance providers in the industry, TruGreen LandCare has the equipment and purchasing resources to meet your demands. We are constantly evaluating and modifying our equipment to best serve our clientele and the demands of each site we service. In-house mechanics, outsourced equipment vendors and the pooled resources of a nationwide company keep our equipment fleet operating and at your disposal.

TruGreen LandCare

Pasadena Branch #6354

Organization Chart

Joe Espinoza
Branch Manager

Area Managers

Jorge Melendez
Area Manager

Supervisors (Force Ranked)

Jesus Reyes
Site Supervisor

Julian L. Arvizu
Supervisor

Marco Xitumul
Crew Member

Luis Casillas
Crew member

Francisco Torres
Crew Member

Diego Ramos
Crew Member

Joe Espinoza

[redacted]

PROFILE

Branch Manager seeking management position with a strong background in solution based sales. Effective communicator with ability to utilizes creativity, leadership and teamwork to build lasting business relationships and economic growth towards profitability.

EXPERIENCE

Nov 2007 – Present TruGreen Landcare Culver City, CA

Branch Manager

Identified opportunity to move branch operations to increase productivity and reduce costs by 20%

Management of Branch Operations by emphasizing safety

Improving aesthetic level of properties while increasing productivity and controlling costs

Nov 2006 – Oct 2007 GRM Information Management Services Pico Rivera, CA

Los Angeles Account Executive & General Manger

Re-Created, Launched and Head the Technology Escrow Division Nationally

Secured Escrow agreement providing first revenues for escrow to GRM

Build Client Account List by Cold Calling and Telemarketing Geographic Territory

Jun 2005-Oct 2006 Iron Mountain – Intellectual Property Management Bell, CA

Pacific Northwest Sales Executive

Establsihed new contract method shortnening average sales cycle from 90 + days to 10

Maintain Existing and grow net new business in geographic territory of the Pacific Northwest

- Secured National and International agreements with companies previouslsy rejecting services.
- Achieved Quota within First Three Months in Territory.

Nov 2001-June 2005 Canon Business Solutions Los Angeles, CA

Sales / Legal Account Executive

Identified need for Market Segmentation thus developing and assigned to Legal Team

Built account base through assertive sales campaign and follow up.

Cold calling and telemarking activity to build prospect base and achive quota

Successfully identified and developed client base and delivered esffective sales presentations

EDUCATION

2010 University of Redlands Burbank, CA

Masters of Business Administration

2008 University of Phoenix Pasadena, CA

Bachelor of Scince in Buseness Management

Jorge Melendez

5 • Email: JorgeMelendez@landcare.com

SUMMARY

Knowledgeable manager experienced in operations management and business development within the landscape maintenance industry. Energetic, self-motivated professional with a successful track record that 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, and operational support staff using a "hands on" management style. Positive leader who puts people first and has continually demonstrated ability to train, mentor, coach and motivate staff to continually improve and achieve desired results

EXPERIENCE

TRUGREEN LANDCARE — Upland, 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 & irrigation installation, tree care, water management, nursery management and sports turf management.

Enhancement Supervisor — **2009-2011**

Responsibilities include supervising, design, quote and sale enhancements works,

Account Manager — **2011-2014**

Area Manager — **2007 - 2009**

Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems. Also responsible for the timely servicing and quality of work at all customer locations as well as improving the appearance of their landscape by proactively suggesting enhancements on a regular basis.

- Manage a staff of over 25 employees to ensure all work is being done in a timely and efficient manner while at the same time ensuring that quality of work meets or exceeds customer expectations
- Oversee a portfolio of more than 50 customers that produced more than $1,000,000 of total revenue in 2008
- Accomplished a retention rate of more than 90% by providing expert customer service by communicating with customers on a routine basis to ensure their satisfaction with the service that is provided.
- Helped increase revenue by interfacing between sales department and customers to provide quotations for new maintenance contracts, special projects, seasonal color, etc.

- Ensured a safe environment for employees and monitored the proper field use/care of vehicles, equipment and tools

IRRIGATION TECHNICIA/SUPERVISOR **2005-2007**

Responsibilities include inspect, report, maintain and repair irrigation systems on more than 60 properties.
Knowledge of different kind of irrigation systems, include large Central Systems.

EDUCATION

High School Diploma – Perpetuo Socorro Trujillo, Peru
Agricultural Engineering – 8 semesters National University Trujillo, Peru

TRAINING

IRRIGATOR TECHNICIAN CERTIFICATE
Wire tracking & Electrical Troubleshooting; Controller Programming, Maintenance & Scheduling; Valve Repair & Maintenance; Water Management; Pipe Fitting & Maintenance; Irrigation Hydraulics.
Irrigator Technical Training School 2006

SOLDERING & BRAZING
Irrigator Technical Training School 2006

ADVANCED SOLDERING & BRAZING
Irrigator Technical Training School 2006

ASC BASIC TECHNICIAN
Rain Bird Academy

SMART LINE CERTIFIED
Weathermatic 2008

TRAFFIC CONTROL TECHNICIAN-GRANT
The American Traffic Safety Services Association 2009

Julian Lopez Arvizu

2009 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Jesus Reyes

2006 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

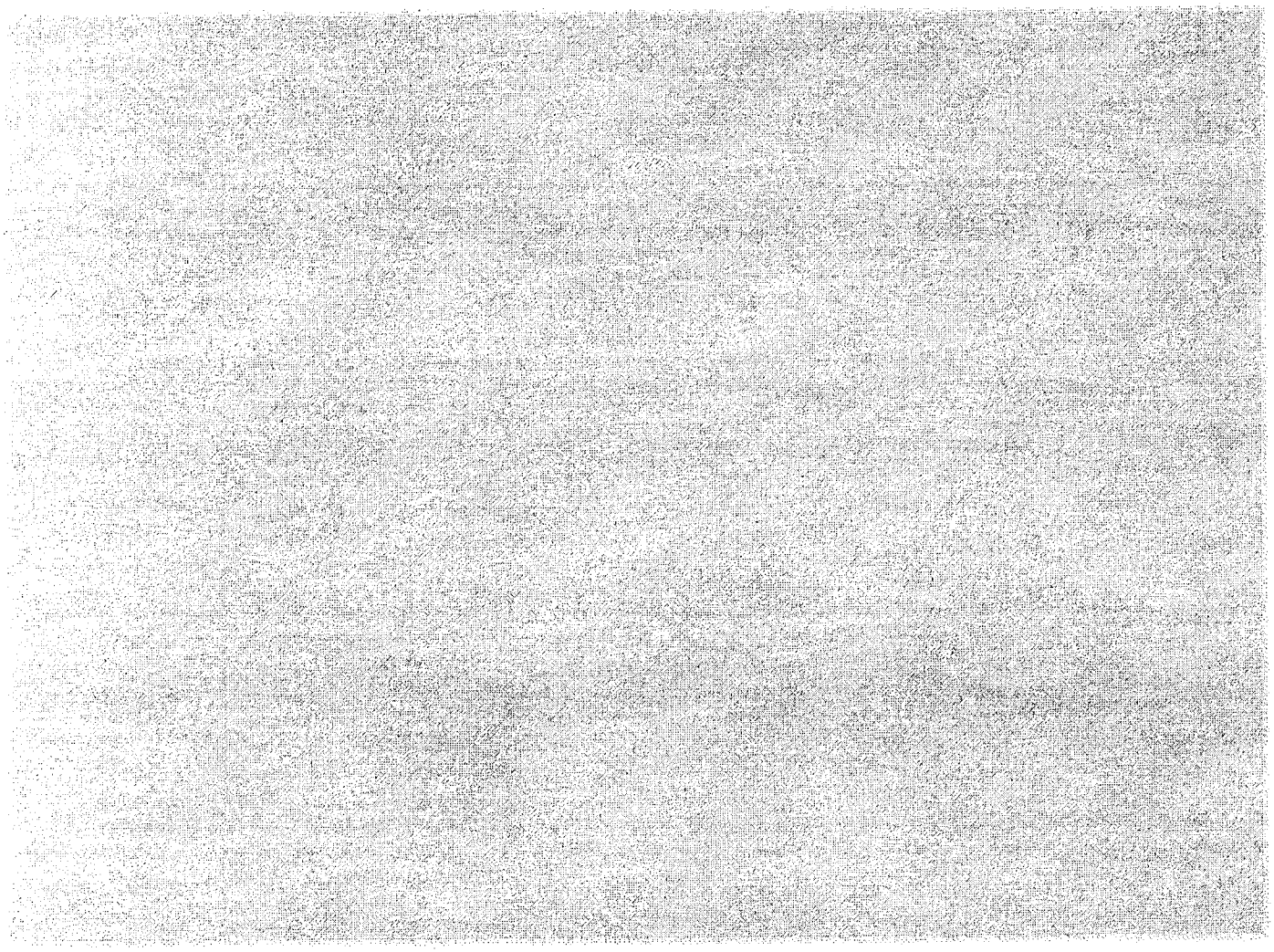
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The following items represent areas of opportunities for improvement:



13

Landscape Maintenance

1. Mow turf as needed.
2. Mow turf to the proper height.
3. Remove weeds in planter beds
4. Remove weeds in turf
5. Maintain shrub height and shape but allow natural form

Water Management

6. Control Excessive Water Usage
7. Provide Irrigation Evaluation
8. Introduce weather-based irrigation controllers

Arbor Care

9. Tree trimming proposal will be provided for thinning and selective trimming

Enhancement Services

10. _____

Enter Comments or Delete

#

Enter Comments

TruPlan

TRUGREEN LandCare

TruPlan is the master planning tool we use to coordinate our services with you.

Using aerial photos and other maps specific to your site, your TruPlan allows us to communicate with you graphically about every area of service we provide. TruPlan also serves as a base for planning, budgeting, and design. With our design team's assistance, your TruPlan is an effective mechanism for saving you time, securing satisfaction, and getting the highest return on the landscape dollars you spend.

Any service area, goal, or business objective can be planned and managed through the TruPlan system. Typical TruPlan service areas include Landscape Maintenance, Water Management, Arbor Care, and Enhancement Solutions like seasonal color and mulch. In addition, we can provide budgeting and planning services as well.

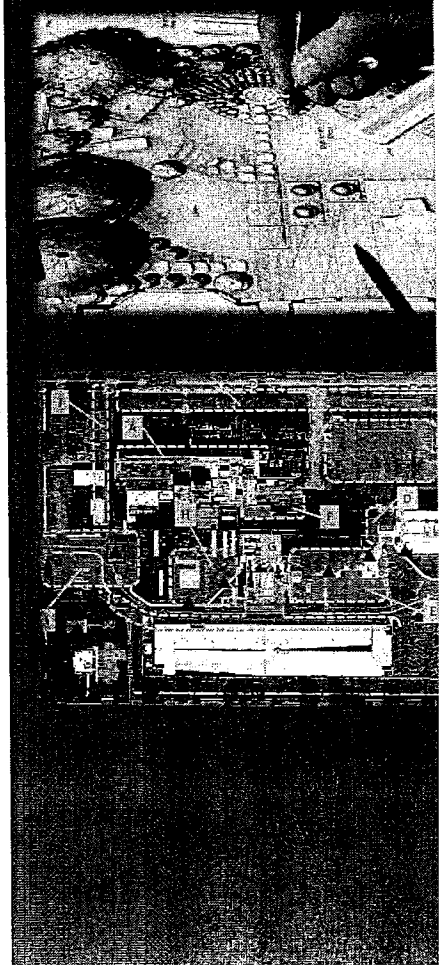
Simple on-plan mark ups by you or our staff communicate information specific to your site and needs anytime, anywhere. Maps can be sent digitally to and from the field easily with our smart phones, digital tablets, and laptops. This accurately locates and depicts any service need or issue, ensuring a precise response by our managers and crews.

TruPlan audits by our designers have saved our clients thousands by identifying waste and neglected opportunities. Manage your budget with short and long-term strategies, control costs, and free up funds for upgrades and special projects through innovative ideas our design team can recommend.

Startup Plan – First 60 days

- ✓ **Pre-start meeting** with you for staff introductions, site tour and administrative set ups
- ✓ **Safety** issues impacting our service operations are identified with solutions proposed
- ✓ Identification of other **punch list items**
- ✓ Submit a **work schedule outline, with a site map**
- ✓ **Irrigation system evaluation** and recommendations (if present)
- ✓ **Annual color** designs and rotations are proposed
- ✓ **Review agronomy and horticulture** program history, and propose recommendations
- ✓ Review **enhancement needs** and develop a proposal phasing plan
- ✓ **Begin budget plan** for this year's work, and next if applicable

- ✓ Service priorities mapped for crews
- ✓ Real time information sharing
- ✓ Needs and observations graphically communicated
- ✓ ROI recommendations
- ✓ Business goals identified
- ✓ Safety improvements
- ✓ Budget planning
- ✓ Short and long term project planning
- ✓ Cost saving analysis



Water Management

Water management is one of the most important elements to the care of your landscape. Proper irrigation is a careful balance between conservation and providing enough water for healthy plant growth.

To ensure we get the most from your system, we provide you with a comprehensive water management program staffed by experienced irrigation specialists. These technicians will monitor, repair, and manage your system by providing system analysis, water audits, and customized watering programs. Leaks are caught quickly to protect you from water loss, and property damage.

Our water audits identify the efficiency of your system and allow us to propose improvements that will help you lower your operating costs, while protecting plants, site operations, and infrastructure. We offer a basic review of your system with your maintenance services. More involved analysis with return on investment calculations are also available which will incorporate any available rebates or incentives from your local water authority.

TruGreen LandCare

- ✓ Proper Water Application
- ✓ Experienced Irrigation Specialists
- ✓ Water Audits & System Analysis
- ✓ Customized Watering Programs
- ✓ Lower Operating Costs
- ✓ ROI Calculations
- ✓ Weather-based Controllers
- ✓ Smart Technology
- ✓ Low Use Nozzles
- ✓ Annual Water Budgeting





Water Management Division with Cloud based Smart Technology

Arbor Care

TRUGREEN LandCare

Trees are an extremely valuable asset to your landscape, providing climate control, air quality improvements, ecosystem value, and aesthetic benefits. Long-lived mature specimens are often impossible to replace. Rely on our Certified Arborists and professionally trained tree care specialists for a well-managed maintenance program designed to keep trees healthy, strong, and beautiful.

Throughout the year, we will provide clearance pruning for vehicles and pedestrians and other valuable tree care services. At your request, we can develop a more involved program based on your arbor care needs. Single or multi-year pruning programs can be developed that address both your tree care and budget needs. A variety of additional services are available include planting, root pruning, special fertilization, insect & disease control, appraisals, LEED credit strategies, and supplemental watering. Other services related to capital improvements include pre-construction preparations and tree protection. Our plan is to provide you with a comprehensive, easy to follow program based on expert assessment that will protect your trees and investment for years to come.

- ✓ Certified Arborists
- ✓ Trained Tree Care Specialists
- ✓ Clearance Pruning
- ✓ Root Pruning and Barriers
- ✓ Insect and Disease Control
- ✓ Stump Removal
- ✓ Planting
- ✓ Fertilization
- ✓ Soil Improvement
- ✓ Diagnosis, Appraisal and Evaluation
- ✓ LEED credits
- ✓ Inventory and Management Programs



Enhancement Solutions

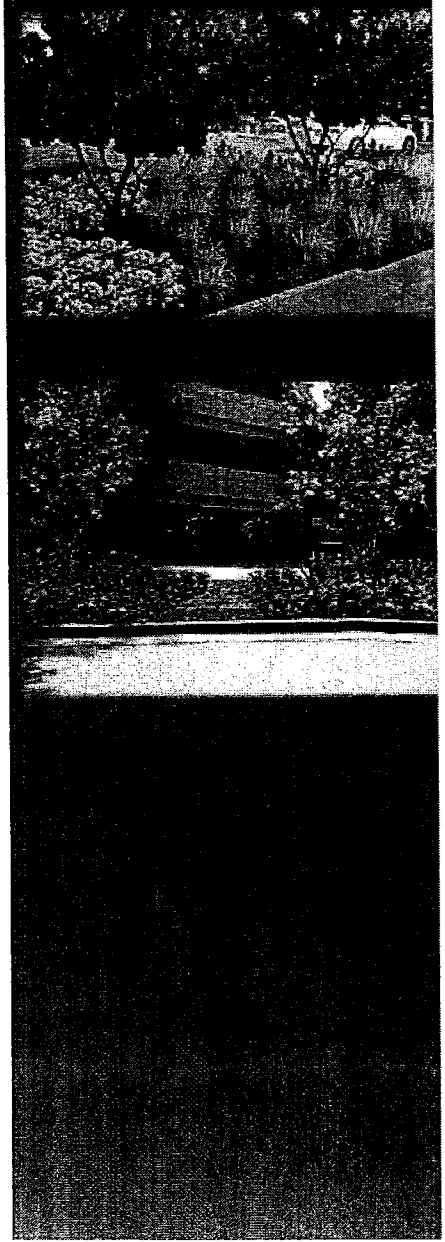
TRUGREEN LandCare

Elevating the beauty and performance of your property combines exceptional maintenance with fresh enhancement ideas from expert consultation. Our licensed landscape architects and designers are seasoned professionals with decades of experience in landscape contracting and design.

Working with you, our design team will help optimize your return on your investment by evaluating the existing landscape, analyzing spending, and updating current maintenance practices with innovative solutions. We will listen to your desires and develop concepts for a beautiful landscape that makes a powerful statement in your primary marketing path and key areas.

Regional designers are equipped with on-line video conferencing at no cost to you for your convenience. Through this added benefit, our designer can meet with you and other project stakeholders online to present and discuss projects and even develop designs before your eyes. Your design will be professionally installed by our enhancement crews using the proper installation and horticulture practices to ensure a healthy a beautiful landscape for years to come.

- ✓ Design & Enhancements
- ✓ Licensed Landscape Architects & Designers
- ✓ Analyze spending
- ✓ Optimize Return on Investment
- ✓ Video Conferencing
- ✓ Team Approach to Landscape Installations



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SECTION 6

Request for Proposal - WORK PLAN PART 1 Section 6

The care of your property begins with a solid approach to the basics of landscape maintenance and consistent, proactive communication. From our Local branch office, your TruGreen LandCare Account Manager will provide you with exceptional personalized service, as we are only minutes away.

Every property has its own unique needs and challenges. In response, we provide a unique management process called TruPlan. Through your input, our team will document your priorities and quality expectations on satellite images, site photos and plans. This TruPlan approach ensures that we proactively match our services to your needs today and for years to come.

Our crew members receive ongoing safety training, including weekly tailgate training sessions, which protect our associates, you as a customer, and TruGreen as an employer. In addition, all employees are uniformed, screened through E-verify, and must pass background and drug tests. Service quality is ensured by Regional Field Auditors who review the service performed at your site with a Landscape Quality Audit. These audits are based on TruGreen's quality parameters, and what you have stated is most critical. Our aim is to work with you to improve the value and beauty of your property as we strive to provide an excellent return on your investment.

Staff

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member (Providing the day to day services)
Luis Casillas/Crew Member(Providing the day to day services)
Francisco Torres/Crew Member(Providing the day to day services)
Diego Ramos/Crew Member(Providing the day to day services)

Every Aspect of the scope will be approached with our proactive services. Please see below for each type of service and our detailed approach:

Mow, Edge and Detail

All contract sites shall be mowed, edged and detailed on a weekly basis. A 21" and 36" mower shall be used to cut the turf in the medians. A 52" mower shall be used on large turf areas. Commercial equipment such as push/stick edgers and line trimmers shall be utilized to do detail work.

Trimming

All contract sites shall have shrubs, hedges and vines trimmed on a monthly basis. Motorized extension hedge trimmers, loppers and hand shears shall be used to perform this work. All employees shall receive proper training so that the best horticultural and arboricultural practices are used.

Trash Pick-up

Parks shall have litter and trash removed on a daily basis. Trash pickup shall be performed on a weekly basis at the well sites and medians/frontages. Day of service shall be agreed upon by both TruGreen LandCare and Contract Administrator upon award of contract.

Fertilize

Fertilization shall be done in all sites on a quarterly basis (March, July, September and December). Season and type of plant material shall be taken into consideration before choosing the appropriate fertilizer. Time, rate and material shall also be agreed upon by both City Staff and TruGreen LandCare Account Manager prior to application.

Broadleaf Weed Control

A broadleaf weed control herbicide shall be applied to turf areas on a semi-annual basis. A qualified pesticide applicator shall be scheduled to perform this task. Additionally, the City shall be supplied with a Pesticide Recommendation prior to any application. Rate, material and time of application shall be agreed upon by both City Staff and TruGreen LandCare Account Manager.

Crabgrass Control

A crabgrass control herbicide shall be applied to turf areas between February and April. A Qualified Pesticide Applicator shall be scheduled to perform this task. Additionally, the City shall be supplied with a Pesticide Recommendation prior to any application. Rate, material and time of application shall be agreed upon by both City Staff and TruGreen LandCare Account Manager.

Aerate

Turf aeration shall be done twice per year (April, September) per "Maintenance Standards". A walk behind aerator shall be used in the small turf areas and a tractor pulled aerator in the large turf areas.

Vertical Mowing/Dethatching

The dethatching of all turf area shall be done in May. A walk behind dethatcher shall be used in the small turf areas and a tractor pulled dethatcher and rake-o-vac shall be used in the larger turf areas.

Area Cleanup

Area cleanup shall be done in the park on a daily basis. Tools such as sand groomers, landscape rake, leaf rakes, and push brooms shall be used. Care shall be taken to make sure that foreign objects such as broken glass are removed. Play equipment shall also be inspected to ensure safety. All hazards shall be reported to the City.

Site Inspections

TruGreen LandCare will conduct weekly inspections of all the sites to insure that contract specifications are followed. On a weekly basis the Area Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Account Manager to plan out the fastest plan of action to remedy the deficiency. On a monthly basis the Account 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 Project Manager will conduct inspections quarterly with the City's 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 City's Representative for review via fax or e-mail and filed at our office.

Main Street & Special Properties

These locations shall be services every Tuesday, Thursday, and Saturday between the hours of 6:30 a.m. and 9:30 a.m. Litter, trash and debris shall be removed at every service. Flower planters and hanging pots shall be maintained in an aesthetic manner. Any dead plant material shall be replaced as needed. These planters and pots shall be watered and fertilized with a fertilizer high in potassium and phosphorus to promote flowering. Planter and potted plants shall be trimmed by hand to keep a natural appearance. The hedge shall be trimmed as needed with an extension hedge trimmer. Trash shall be emptied on every day of service.

SECTION 7

Reques for Proposal – Part 1
7. Quality Assurance Program

The Crew Leader will conduct daily and weekly inspections of all the sites to insure that contract specifications are followed, as per **Scope of Work – Exhibit A,** and that all safety measures have been adhered to. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. Additionally, the Crew Leader will visit all sites on a daily basis and note any deficiencies that need to be corrected and report them to the Account Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly basis the Account Manager will visit all the sites, and does a thorough punch list of all locations noting conditions of required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Account Manager will conduct inspections monthly with the Contract Administrator. 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 County of Los Angeles, Dept of Public Works for review via fax or e-mail and filed at our office.

Landscape Quality Audit (LQA) System can also be utilized if desirable. 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.
- 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.

LANDSCAPE QUALITY AUDIT

THE TRUGREEN Companies

Property Name & Bldg ID #	
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	Comments
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								Proposal submitted
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 Audited	Avg Quality Rating	Check Appropriate LQA Rating	
1.0 LAWN			0	#DIV/0!	#DIV/0!	Exceptional (5.0)
2.0 SHRUB			0	#DIV/0!	#DIV/0!	Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR			0	#DIV/0!	#DIV/0!	Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE			0	#DIV/0!	#DIV/0!	Needs Improvement (2.0-2.9)
TOTAL SCORE				#DIV/0!	#DIV/0!	Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

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

SECTION 8

SUBCONTRACTORS

No subcontractors will be utilized by TruGreen LandCare in the performance of this contract

SECTION 9

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SECTION 10

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

TRUGREEN LANDCARE

License Number 970508

to engage in the business or act in the capacity of a contractor
in the following classification(s):

C27 - LANDSCAPING
D49 - TREE SERVICE

Witness my hand and seal this day,

March 1, 2012

Issued February 29, 2012

James Miller
Board Chair

Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

AUDIT NO: 533640

13L-24 (REV. 12-07) OSP 07 105460

TRUGREEN LandCare

Sandra Aguilar <sandra.aguilar@landcare.com>

Fwd: State of California Contractors License

1 message

Letha Sanders <letha.sanders@landcare.com> Wed, Feb 29, 2012 at 3:58 PM
To: "sandra.aguilar" <SANDRA.AGUILAR@landcare.com>
Cc: Dave Evans <Dave.Evans@landcare.com>

FYI

---------- Forwarded message ----------
From: **Letha Sanders** <letha.sanders@landcare.com>
Date: Wed, Feb 29, 2012 at 3:41 PM
Subject: Re: State of California Contractors License
To: Ron BomKamp <ronbomkamp@landcare.com>, Colin Geraghty <colin.geraghty@landcare.com>, Timothy Martinez <Timothy.Martinez@landcare.com>, Tyler Dickinson <Tyler.Dickinson@landcare.com>
Cc: Monica Vargas <Monica.Vargas@landcare.com>, Kathy McAlpin <Kathy.McAlpin@landcare.com>, Debbie Montgomery <Debbie.Montgomery@landcare.com>, Toni Boyd <Toni.Boyd@landcare.com>, Vidu Kulkarni <vidu.kulkarni@landcare.com>, "Wright, Misty" <mwright@lockton.com>

ALL:

I just received a call from the California State Contractors Board and LandCare's new license has been approved!! It is effective today. Please see below for our new license number:

Company Name: TruGreen LandCare
Contractors License Number: **970508**
Effective Date: February 29, 2012
Expiration Date: February 28, 2014
License Classifications: C27- Landscaping and D49 - Tree Service

I would appreciate your forwarding this information along to others within our Company who have a need to know for purposes of bidding or other official documents. **TruGreen LandCare's previous contractors license #774548 expires effective today.**

Thank you.

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International Society of Arboriculture

Certified Arborist™

David Evans

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist®

D. Glenn
Certification Board, Chair
International Society of Arboriculture

Jim Skiera, Executive Director
International Society of Arboriculture

WE-1588A	Dec 12, 2009	Dec 31, 2015
Certificate Number	Certified Since	Expiration Date



International
Society
of Arboriculture™

ISA Certified Arborist®

David Evans

Certificate Number: WE-1588A

Expiration Date: Dec 31, 2015

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE	VALID THROUGH
01/01/2013	12/31/2014

QAL 127627 B

DAVID G EVANS

3[illegible] E

[illegible]

[redacted]

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CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALFORNIA 95814

PEST CONTROL BUSINESS BRANCH LICENSE

ISSUED: January 01, 2012
EXPIRES: December 31, 2013

LICENSE NO. 31960

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address
TRUGREEN LANDCARE,LLC
9416 DOCTOR PERRY ROAD
JAMESVILLE, MD 21754

Business Location
TRUGREEN LANDCARE,LLC
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

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a $20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licensemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015

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OSP 11 123358

SECTION 11

FORM PW-16

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Proposer's Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
Address

☑ **If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

Signature of Proposer: _____ Date: 1-9-14

SECTION 12

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	SEE ATTACHED
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. **ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).**	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	SEE ATTACHED
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	SEE ATTACHED
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	SEE ATTACHED
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	SEE ATTACHED

DATED: 01-09-14 PROPOSER'S SIGNATURE: _____

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FORM LW-9
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

1. Tracking Hours Worked

1.1 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.

1.2 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.

1.3 Central Site

2. Reporting Time

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.

3. Records of Actual Time Worked

3.1 Daily time card, weekly time card, and route sheet.
3.2 Daily time card, weekly time card, route sheets and certified payroll.
3.3 Records are kept daily.
3.4 Office Staff
3.5 Area Supervisor, Area Manager, Branch Manager, Office Manager and Payroll Clerk. We are checking that hours are allocated correct to jobs and that hours reported are actual hours.
3.6 These records are kept in files for at least 10 years.
3.7 Yes, they are used as a source document to create Proposer's payroll.
3.8 See attached.

4. Other Records Used to Create Payroll

4.1 Source documents are used to create payroll records.
4.2 Payroll clerk, Office Manager and Branch Manager
4.3 Yes
4.4 The source document is first approved by the Area Supervisor, Area Manger, and Branch Manager. The source document is compared to the route sheet.

5. Breaks

5.1 Breaks are taken and monitored by the Area Supervisor and audited by the Area Manager.
5.2 Yes
5.3 Area Supervisor, Area Manager and Branch Manager.

6. How Payroll is Prepared

6.1 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.

6.2 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.

6.3 Single check is received by employee for straight time and overtime.

6.4 Hourly rate and all deductions.

6.5 See attached

7. Manual Payroll System

7.1 TruGreen LandCare does not use a manual payroll system.
7.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.

8. Automated Payroll System

8.1 Daily time cards are submitted to the payroll clerk, payroll clerk inputs hours into system. Payroll report is checked for accuracy by payroll clerk, Office Manger and Branch Manager.
8.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.
8.3 The calculation is embedded into eh software program.

9. Travel Time

9.1 Travel time is paid at a regular rate.
9.2 The travel time is paid at the highest rate.
9.3 A. During the first part of the shift employee is paid at County Living Wage and travel time will be paid at highest rate, and the latter part of day will be paid at the appropriate rate.
B. Employee will be paid 8 hours at County Living Wage.

10. Overtime

10.1 The system is designed to track and pay overtime.
10.2 The system is designed to track and pay multiple wage rates

CO	FILE	DEPT	CLOCK	VCHR NO	
T7U	681722	006354	0123	0000521714	1
			99881722		

028-0123

Earnings Statement

TRUGREEN LandCare®

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Period Beginning: 12/15/2013
Period Ending: 12/21/2013
Pay Date: 12/27/2013

00000001846
JULIAN LOPEZ ARVIZU

Taxable Marital Status:
Exemptions/Allowances:
Federal: 2
CA: 2

Social Security Number:

Earnings	rate	hours	this period	year to date
Normal	11.8400	34.00	402.56	22,567.04
Dia Festivo				663.04
Licencia De Lut				189.44
Vacaciones				94.72
Gross Pay			**$402.56**	23,514.24

Deductions	Statutory		
Federal Income Tax	-9.29	754.28	
Social Security Tax	-24.96	1,457.88	
Medicare Tax	-5.84	340.96	
CA SUI/SDI Tax	-4.02	235.14	
Other			
Cheques 1	-357.64	20,684.67	
Vol Ad&D	-0.81	41.31	
Net Pay		**$0.00**	

Your federal taxable wages this period are $402.56

COPY

© 2000 ADP, Inc.

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA IS TO CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

TRUGREEN LandCare®

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Advice number: 00000521714
Pay date: 12/27/2013

Deposited to the account of
JULIAN LOPEZ ARVIZU

account number	transit ABA	amount
	XXXX XXXX	$357.64

VOID VOID VOID CHECK VOID VOID VOID THIS IS NOT A CHECK VOID VOID VOID

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NON-NEGOTIABLE

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-16-13

Monday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:30	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
#REF!			6:00	1:30	7							7
MD-3 West												7.1

Area Manager Signature: X

Total Hours to be Keyed: 7.1

Paycodes - Paid (Non productive 905) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 913) (Admin 910)
Paycodes - NonPaid (No Show,np 900)(Excused 901) (Vacation,np 907) (Funeral,np 908) (Sick,np 909) (Jury Duty,np 910) (Holiday,np 911) (Rain Day,np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-17-13

Tuesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 907) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-18-13

Wednesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-12-13

Thursday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez A.
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	Marcos A. Xitumul
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	Luis A. Casillas

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907)(Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-20-13

Friday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature | X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900) (Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

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SECTION 13

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 1-9, 2014 | **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. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected.

2. Name of Service: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

DECLARANT INFORMATION

3. Name Of declarant: JOE ESPINOZA

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).

5. My Title, Capacity, Or Relationship to the Proposer(s) is: BRANCH MANAGER

PROPOSER INFORMATION

6. Proposer's full legal name: TRUGREEN LANDCARE	Telephone No.: 626-377-9748
Physical Address (NO P.O. BOX): 4134 TEMPLE CITY BLVD ROSEMEAD CA 91770	Mobile No.: 818-402-2871
e-mail: JOE.ESPINOZA@LANDCARE.COM	Fax No.: (626) 376-9176
County WebVen No.: 52607901 / IRS No.: 364313318	Business License No.: 970508

7. Proposer's fictitious business name(s) or dba(s) (if any): N/A

County(s) of Registration:	State:	Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☐ A corporation:	Corporation's principal place of business:	
	State of incorporation:	Year incorporated:
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☑ A general partnership:	Names of partners: TRUGREEN LANDCARE L.L.C. TRUGREEN LANDCARE, I	
☐ 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

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☑ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☑ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☑ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

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

Signature of Proposer or Authorized Agent: _____ Date: 1-9-14

Type name and title: JOE ESPINOZA BRANCH MANAGER

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SCHEDULE OF PRICES
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR ROAD MAINTENANCE DISTRICT 3 MEDIANS

Pages 1 to 94

BID

SCHEDULE OF PRICES
FOR
ALONDRA BOULEVARD FROM AVALON BOULEVARD TO HASKINS AVENUE

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	10	$260.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	52	15	$780.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	1	12	15	$180.00
c.	Hedge Shaping / Trimming	1	12	15	$180.00
9.	GROUNDCOVER MAINTENANCE	1	12	15	$180.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	15	$780.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	15	$180.00
h.	Flush and inspect Y-filter at each RCV	1	12	15	$180.00
i.	Flush and inspect Y-filter at each backflow	1	12	15	$180.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	15	$180.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – ALONDRA BOULEVARD FROM AVALON BOULEVARD TO HASKINS $6,440.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
ANGELES VISTA PARKWAY (EF) FROM INADALE AVENUE TO VALLEY RIDGE AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas	1	52	15	$780.00
b.	Groundcover			15	$0.00
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	52	15	$780.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees	1	12	15	$180.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1.5	12	15	$270.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming	1.5	12	15	$270.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52		
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	15	$90.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary				

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller				
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary				
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary				
f.	Manual Watering of Shrubs and Turf, more often if necessary				
g.	Inspect salt buildup and inject solution for cleaning				
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow				
j.	Flush each irrigations system (Every time any work is done on the irrigation system)				
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – ANGELES VISTA PARKWAY (EF) FROM INADALE AVENUE TO VALLEY RIDGE AVENUE $5,160.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
AVALON BOULEVARD FROM 380 FT. N/O COMPTON BOULEVARD TO ALONDRA BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	25	$1,950.00
b.	Bare Areas	1	12	25	$300.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	25	$1,300.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	25	$300.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1.5	12	25	$450.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming	1.5	12	15	$270.00
9.	GROUNDCOVER MAINTENANCE	1.5	12	15	$270.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1.5	12	15	$270.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	15	$780.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	15	$180.00
h.	Flush and inspect Y-filter at each RCV	1	12	15	$180.00
i.	Flush and inspect Y-filter at each backflow	1	12	15	$180.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	15	$180.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – AVALON BOULEVARD FROM 380 FT. N/O COMPTON BOULEVARD TO ALONDRA BOULEVARD $10,270.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
AVIATION BOULEVARD (EF) FROM 124TH STREET TO 122ND STREET

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	390
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	390
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	52	5	130
b.	Bare Areas	0.5	12	15	90
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	52	15	390
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	15	90
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	15	180
b.	Shrub Safety Clearance / Shrub Pruning	0.5	12	15	90
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	0.5	12	15	90
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	15	390
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	15	90
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	390
b.	Reset rain sensor on controller	0.5	12	15	90

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	60
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	130
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	260
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	60
h.	Flush and inspect Y-filter at each RCV	1	12	5	60
i.	Flush and inspect Y-filter at each backflow	1	12	5	60
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	4	48
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – AVIATION BOULEVARD (EF) FROM 124TH STREET TO 122ND STREET $3,478.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
CENTINELA AVENUE (NF) FROM W/O WOOSTER AVENUE TO E/O SPRINGPARK AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	25	$650.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	52	15	$1,560.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	2	52	15	$1,560.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	15	$180.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	1	52	15	$780.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	10	$520.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	15	

TOTAL ANNUAL COST – CENTINELA AVENUE (NF) FROM W/O WOOSTER AVENUE TO E/O SPRINGPARK AVENUE $9,440.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
CENTRAL AVENUE (WF) FROM EL SEGUNDO BOULEVARD TO 121ST STREET

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	20	$520.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING	2	52	15	$1,560.00
4.	MECHANICAL EDGING				
a.	Turf Areas	2	52	15	$1,560.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	15	$1,170.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	15	$1,170.00
7.	RAKING				
a.	Turf Under Trees	1.5	12	15	$270.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION	1	12	15	$180.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	6	15	$180.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – CENTRAL AVENUE (WF) FROM EL SEGUNDO BOULEVARD TO 121ST STREET $9,850.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
CENTRAL AVENUE (EF) FROM 127 FEET N/O 139TH STREET TO 142ND STREET

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	10	$260.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	10	$260.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	5	$390.00
b.	Bare Areas	1	12	5	$60.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	5	$390.00
7.	RAKING				
a.	Turf Under Trees	1.5	12	5	$90.00
b.	Planter Beds and Planters	1.5	12	5	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	10	$240.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	5	$120.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	5	$260.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	5	$120.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	5	$130.00
b.	Reset rain sensor on controller	0.5	12	5	$30.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – CENTRAL AVENUE (EF) FROM 127 FEET N/O 139TH STREET TO 142ND STREET $3,130.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
CHARLENE DRIVE AT HOUSE NO. 4153

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING	0.5	52	5	$130.00
4.	MECHANICAL EDGING				
a.	Turf Areas	0.5	52	5	$130.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape				
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	5	$260.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION	1	2	5	$10.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	5	$260.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	0.5	6	5	$15.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	5	$130.00
b.	Reset rain sensor on controller	0.5	12	5	$30.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	7	$182.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	6	$312.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	6	$72.00
i.	Flush and inspect Y-filter at each backflow	1	12	6	$72.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	6	$72.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – CHARLENE DRIVE AT HOUSE NO. 4153 $2,575.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
COMPTON BOULEVARD AT REDONDO BEACH BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	15	$1,170.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	6	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	1	12	15	$180.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1	12	15	$180.00
10.	DETHATCHING				
11.	AERATION	1	1	15	$15.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	1	6	15	$90.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – COMPTON BOULEVARD AT REDONDO BEACH BOULEVARD $5,975.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
CRENSHAW BOULEVARD FROM 1190 FT. S/O ROLLING HILLS ROAD TO 470 FT. S/O ROLLING HILLS ROAD

		Shaded boxes = "N/A"			
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	25	$650.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	15	$1,170.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas	0.5	12	15	$90.00
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	6	15	$45.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	15	$180.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52		
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller	0.5	12	15	$90.00
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	15	$780.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – CRENSHAW BOULEVARD FROM 1190 FT. S/O ROLLING HILLS ROAD TO 470 FT. S/O ROLLING HILLS ROAD $5,915.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
OF
EL SEGUNDO BOULEVARD (NF) FROM ISIS AVENUE TO LA CIENEGA BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	20	$520.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover	0.5	12	15	$90.00
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	52	15	$390.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	52	15	$390.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	15	$180.00
b.	Shrub Safety Clearance / Shrub Pruning	0.5	12	15	$90.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	0.5	12	15	$90.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	15	$390.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	15	$90.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – EL SEGUNDO BOULEVARD (NF) FROM ISIS AVENUE TO LA CIENEGA BOULEVARD $3,970.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
EL SEGUNDO BOULEVARD (MEDIAN) FROM ISIS AVENUE TO LA CIENEGA BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	20	$520.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover	0.5	12	15	$90.00
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	52	15	$390.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	52	15	$390.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	15	$180.00
b.	Shrub Safety Clearance / Shrub Pruning	0.5	12	15	$90.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	0.5	12	15	$90.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	15	$390.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	15	$90.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – EL SEGUNDO BOULEVARD (MEDIAN) FROM ISIS AVENUE TO LA CIENEGA BOULEVARD $4,350.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
EL SEGUNDO BOULEVARD (NF) FROM AVALON BOULEVARD TO CLOVIS AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A"			
		MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING	1	12	15	$180.00
4.	MECHANICAL EDGING				
a.	Turf Areas	1	12	15	$180.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	12	15	$180.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees	1	12	15	$180.00
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	5	$60.00
b.	Shrub Safety Clearance / Shrub Pruning	1	12	5	$60.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52		
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	5	$30.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary				
b.	Reset rain sensor on controller				

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary				
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary				
f.	Manual Watering of Shrubs and Turf, more often if necessary				
g.	Inspect salt buildup and inject solution for cleaning				
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow				
j.	Flush each irrigations system (Every time any work is done on the irrigation system)				
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE	2	12	5	$120.00
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – EL SEGUNDO BOULEVARD (NF) FROM AVALON BOULEVARD TO CLOVIS AVENUE $3,950.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
HAWTHORNE BOULEVARD FROM 111TH STREET TO 104TH STREET

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	20	$1,560.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	15	$180.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – HAWTHORNE BOULEVARD FROM 111TH STREET TO 104TH STREET $7,220.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
IMPERIAL HIGHWAY FROM VAN NESS AVENUE TO NORMANDIE AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	5	$130.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	52	15	$1,560.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas	0.5	12	15	$90.00
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	1	12	15	$180.00
c.	Hedge Shaping / Trimming	1	12	15	$180.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION	1	1	15	$15.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – IMPERIAL HIGHWAY FROM VAN NESS AVENUE TO NORMANDIE AVENUE $6,555.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

112

SCHEDULE OF PRICES
FOR
IMPERIAL HIGHWAY (SF) FROM VAN NESS AVENUE TO WILTON PLACE

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	52	5	$520.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas	0.5	12	15	$90.00
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming	1.5	12	15	$270.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION	1	1	15	$15.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	2	52	15	$1,560.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – IMPERIAL HIGHWAY (SF) FROM VAN NESS AVENUE TO WILTON PLACE $6,355.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
IMPERIAL HIGHWAY (NF) FROM HAAS AVENUE TO SAINT ANDREWS PLACE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	52	5	$520.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas	0.5	12	15	$90.00
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming	1.5	12	15	$270.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION	1	1	15	$15.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	2	52	15	$1,560.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – IMPERIAL HIGHWAY (NF) FROM HAAS AVENUE TO SAINT ANDREWS PLACE $6,355.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
LA CIENEGA BOULEVARD (WF) FROM SLAUSON AVENUE TO 54TH STREET

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	45	$1,170.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	25	$1,950.00
b.	Bare Areas	0.5	12	35	$210.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	2	12	15	$360.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	5	$260.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	5	$60.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary				
b.	Reset rain sensor on controller				

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary				
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary				
f.	Manual Watering of Shrubs and Turf, more often if necessary				
g.	Inspect salt buildup and inject solution for cleaning				
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow				
j.	Flush each irrigations system (Every time any work is done on the irrigation system)				
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – LA CIENEGA BOULEVARD (WF) FROM SLAUSON AVENUE TO 54TH STREET $6,420.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
LA CIENEGA BOULEVARD (WF) FROM CITY BOUNDARY N/O 64TH STREET TO LE DOUX ROAD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	45	$1,170.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	25	$1,950.00
b.	Bare Areas	0.5	12	35	$210.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	2	12	15	$360.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	5	$120.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	5	$260.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	5	$60.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary				
b.	Reset rain sensor on controller				

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary				
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary				
f.	Manual Watering of Shrubs and Turf, more often if necessary				
g.	Inspect salt buildup and inject solution for cleaning				
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow				
j.	Flush each irrigations system (Every time any work is done on the irrigation system)				
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – LA CIENEGA BOULEVARD (WF) FROM CITY BOUNDARY N/O 64TH STREET TO LE DOUX ROAD $6,180.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
LA CIENEGA BOULEVARD (EF) FROM CITY BOUNDARY N/O 64TH STREET TO SLAUSON

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	45	$1,170.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	25	$1,950.00
b.	Bare Areas	0.5	12	30	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	5	$120.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	5	$260.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	5	$60.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary				
b.	Reset rain sensor on controller				

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary				
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary				
f.	Manual Watering of Shrubs and Turf, more often if necessary				
g.	Inspect salt buildup and inject solution for cleaning				
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow				
j.	Flush each irrigations system (Every time any work is done on the irrigation system)				
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – LA CIENEGA BOULEVARD (EF) FROM CITY BOUNDARY N/O 64TH STREET TO SLAUSON AVENUE $5,970.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
LA CIENEGA BOULEVARD (WF) FROM EL SEGUNDO BOULEVARD TO 123RD PLACE

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	25	$650.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover	0.5	12	5	$30.00
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	52	15	$390.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	15	$180.00
b.	Shrub Safety Clearance / Shrub Pruning	0.5	12	15	$90.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	0.5	12	15	$90.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	15	$390.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	15	$90.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – LA CIENEGA BOULEVARD (WF) FROM EL SEGUNDO BOULEVARD TO 123RD PLACE $5,070.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
LA CIENEGA BOULEVARD (MEDIAN) FROM EL SEGUNDO BOULEVARD TO 123RD STREET

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover	0.5	12	25	$150.00
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	52	35	$910.00
b.	Bare Areas	0.5	12	25	$150.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	25	$1,300.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	25	$150.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	25	$300.00
b.	Shrub Safety Clearance / Shrub Pruning	0.5	12	25	$150.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	0.5	12	25	$150.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	25	$650.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	25	$150.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	25	$650.00
b.	Reset rain sensor on controller	0.5	12	25	$150.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	25	$300.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	25	$650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	25	$1,300.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – LA CIENEGA BOULEVARD (MEDIAN) FROM EL SEGUNDO BOULEVARD TO 123RD STREET $9,170.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
MANHATTAN BEACH BOULEVARD (NF) FROM PRAIRIE AVENUE TO E/O CRANBROOK AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2.5	52	25	$3,250.00
b.	Bare Areas	0.5	12	25	$150.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	52	15	$1,560.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	2.5	12	15	$450.00
c.	Hedge Shaping / Trimming	2.5	12	15	$450.00
9.	GROUNDCOVER MAINTENANCE	2	12	15	$360.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	10	$520.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	10	$120.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – MANHATTAN BEACH BOULEVARD (NF) FROM PRAIRIE AVENUE TO E/O CRANBROOK AVENUE $11,150.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
MARINE AVENUE (SF) FROM GERKIN AVENUE TO DOMINGUEZ CHANNEL

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	35	$2,730.00
b.	Bare Areas	0.5	12	30	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	30	$1,560.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	25	$300.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	25	$600.00
b.	Shrub Safety Clearance / Shrub Pruning	1	12	15	$180.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	5	$260.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	5	$60.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary				
b.	Reset rain sensor on controller				

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary				
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary				
f.	Manual Watering of Shrubs and Turf, more often if necessary				
g.	Inspect salt buildup and inject solution for cleaning				
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow				
j.	Flush each irrigations system (Every time any work is done on the irrigation system)				
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – MARINE AVENUE (SF) FROM GERKIN AVENUE TO DOMINGUEZ CHANNEL $7,690.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
MUREAU ROAD FROM 3680 FT. W/O MOUNTAIN VIEW DRIVE TO MOUNTAIN VIEW DRIVE

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	25	$650.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2.5	52	15	$1,950.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	15	$1,170.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE	2	12	15	$360.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – MUREAU ROAD FROM 3680 FT. W/O MOUNTAIN VIEW DRIVE TO MOUNTAIN VIEW DRIVE $9,170.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
MUREAU ROAD FROM MOUNTAIN VIEW DRIVE TO 360 FT. E/O MOUNTAIN VIEW DRIVE

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2.5	52	10	$1,300.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	15	$1,170.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE	2	12	15	$360.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – MUREAU ROAD FROM MOUNTAIN VIEW DRIVE TO 360 FT. E/O MOUNTAIN VIEW DRIVE $8,000.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
MUREAU ROAD FROM 480 FT. E/O MOUNTAIN VIEW DRIVE TO 850 FT. E/O MOUNTAIN VIEW DRIVE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2.5	52	15	$1,950.00
b.	Bare Areas	1	12	5	$60.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	15	$1,170.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE	2	12	15	$360.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller	0.5	12	15	$90.00
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – MUREAU ROAD FROM 480 FT. E/O MOUNTAIN VIEW DRIVE TO 850 FT. E/O MOUNTAIN VIEW DRIVE $8,270.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
PRAIRIE AVENUE (EF) FROM MANHATTAN BEACH BOULEVARD TO N/O 154TH STREET

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	20	$520.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	20	$520.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2.5	52	10	$1,300.00
b.	Bare Areas	0.5	12	25	$150.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	52	25	$2,600.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	25	$300.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	25	$600.00
b.	Shrub Safety Clearance / Shrub Pruning	2.5	12	25	$750.00
c.	Hedge Shaping / Trimming	2.5	12	25	$750.00
9.	GROUNDCOVER MAINTENANCE	2	12	25	$600.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	25	$1,300.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	25	$300.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	25	$650.00
b.	Reset rain sensor on controller	0.5	12	25	$150.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	25	$300.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	25	$650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – PRAIRIE AVENUE (EF) FROM MANHATTAN BEACH BOULEVARD TO N/O 154TH STREET $11,940.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
REDONDO BEACH BOULEVARD (SF) FROM TARRANT AVENUE TO 153RD STREET

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	52	15	$780.00
b.	Bare Areas	1	52	5	$260.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	1	12	15	$180.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1	12	15	$180.00
10.	DETHATCHING				
11.	AERATION	1	1	15	$15.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	12	15	$180.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – REDONDO BEACH BOULEVARD (SF) FROM TARRANT AVENUE TO 153RD STREET $5,575.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
SAN VICENTE BOULEVARD FROM WILSHIRE BOULEVARD TO BRINGHAM AVENUE

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING	2.5	52	35	$4,550.00
4.	MECHANICAL EDGING				
a.	Turf Areas	2	52	25	$2,600.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	52	15	$1,560.00
b.	Bare Areas	2	12	15	$360.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees	1	12	15	$180.00
b.	Planter Beds and Planters	1	6	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION	1	1	15	$15.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	6	15	$180.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – SAN VICENTE BOULEVARD FROM WILSHIRE BOULEVARD TO BRINGHAM AVENUE $15,185.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
SLAUSON AVENUE (SF) FROM WOOSTER AVENUE TO CHARITON AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	52	25	$2,600.00
b.	Bare Areas	2	12	25	$600.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	52	25	$2,600.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	2	12	25	$600.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	25	$600.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	2	52	5	$520.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	5	$120.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary				
b.	Reset rain sensor on controller				

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary				
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary				
f.	Manual Watering of Shrubs and Turf, more often if necessary				
g.	Inspect salt buildup and inject solution for cleaning				
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow				
j.	Flush each irrigations system (Every time any work is done on the irrigation system)				
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – SLAUSON AVENUE (SF) FROM WOOSTER AVENUE TO CHARITON AVENUE $9,460.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
SLAUSON AVENUE (NF) FROM SHENANDOAH AVENUE TO CORNING AVENUE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	52	15	$1,560.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	52	15	$1,560.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1.5	12	15	$270.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1.5	12	5	$90.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	2	52	15	$1,560.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – SLAUSON AVENUE (NF) FROM SHENANDOAH AVENUE TO CORNING AVENUE $8,180.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
SLAUSON AVENUE (MEDIAN) FROM CORNING AVENUE TO LA CIENEGA BOULEVARD

		Shaded boxes = "N/A"			
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	15	$1,170.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	52	15	$1,560.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1.5	12	15	$270.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1.5	12	5	$90.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	2	52	15	$1,560.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1.5	12	15	$270.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – SLAUSON AVENUE (MEDIAN) FROM CORNING AVENUE TO LA CIENEGA BOULEVARD $7,610.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
SLAUSON AVENUE (MEDIAN) FROM LA CIENEGA BOULEVARD TO LA TIJERA BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	52	15	$390.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	5	$260.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	12	15	$180.00
b.	Shrub Safety Clearance / Shrub Pruning	0.5	12	15	$90.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	15	$390.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	10	$60.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	10	$260.00
b.	Reset rain sensor on controller	0.5	12	10	$60.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	10	$120.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	10	$260.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – SLAUSON AVENUE (MEDIAN) FROM LA CIENEGA BOULEVARD TO LA TIJERA BOULEVARD $3,530.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
SLAUSON AVENUE (SF) FROM LA CIENEGA BOULEVARD TO LA TIJERA BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A"			
		MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	25	$650.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	15	$1,170.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	52	15	$1,560.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1.5	12	15	$270.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1.5	12	15	$270.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	2	52	15	$1,560.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1.5	12	15	$270.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – SLAUSON AVENUE (SF) FROM LA CIENEGA BOULEVARD TO LA TIJERA BOULEVARD $8,310.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
SLAUSON AVENUE (MEDIAN) FROM HEATHERDALE DRIVE TO E/O OVERHILL DRIVE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	52	15	$390.00
b.	Bare Areas	0.5	12	15	$90.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	52	15	$390.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	5	$30.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	0.5	12	5	$30.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	5	$130.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	15	$90.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	10	$520.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – SLAUSON AVENUE (MEDIAN) FROM HEATHERDALE DRIVE TO E/O OVERHILL DRIVE $3,360.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
STOCKER STREET FROM OVERHILL DRIVE TO DON FELIPE DRIVE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	15	$390.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	15	$390.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	15	$1,170.00
b.	Bare Areas	0.5	12	5	$30.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	5	$260.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1.5	12	15	$270.00
b.	Shrub Safety Clearance / Shrub Pruning	1.5	12	15	$270.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1.5	12	15	$270.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	35	$420.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	20	$520.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	25	$1,300.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – STOCKER STREET FROM OVERHILL DRIVE TO DON FELIPE DRIVE $6,970.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
VERMONT AVENUE FROM 88TH STREET TO IMPERIAL HIGHWAY

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	25	$1,950.00
b.	Bare Areas	1	12	25	$300.00
c.	Undeveloped Areas	1	12	25	$300.00
6.	LITTER CONTROL	1	52	25	$1,300.00
7.	RAKING				
a.	Turf Under Trees	2	12	25	$600.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	25	$600.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	25	$600.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION	1	1	25	$25.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	2	52	25	$2,600.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	6	25	$300.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	25	$600.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	25	$650.00
b.	Reset rain sensor on controller	0.5	12	25	$150.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	25	$300.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	25	$650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – VERMONT AVENUE FROM 88TH STREET TO IMPERIAL HIGHWAY $13,245.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
VERMONT AVENUE FROM IMPERIAL HIGHWAY TO 120TH STREET

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A"			
		MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	15	$1,170.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas	1	12	15	$180.00
6.	LITTER CONTROL	1	52	15	$780.00
7.	RAKING				
a.	Turf Under Trees	2	12	15	$360.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE	2	12	15	$360.00
10.	DETHATCHING				
11.	AERATION	1	1	15	$15.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	2	52	15	$1,560.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	6	15	$180.00
b.	Beds and Planters, Walkways; Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – VERMONT AVENUE FROM IMPERIAL HIGHWAY TO 120TH STREET $9,335.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
VERMONT AVENUE FROM 120TH STREET TO EL SEGUNDO BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING	2.5	52	25	$3,250.00
4.	MECHANICAL EDGING				
a.	Turf Areas	1	52	25	$1,300.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	52	25	$1,300.00
b.	Bare Areas	1	12	25	$300.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	25	$1,300.00
7.	RAKING				
a.	Turf Under Trees	1	12	5	$60.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	25	$600.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	2	12	25	$600.00
10.	DETHATCHING				
11.	AERATION	1	1	25	$25.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	25	$1,300.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	6	25	$300.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	25	$600.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	25	$650.00
b.	Reset rain sensor on controller	0.5	12	25	$150.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – VERMONT AVENUE FROM 120TH STREET TO EL SEGUNDO BOULEVARD $14,365.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
VERMONT AVENUE FROM TORRANCE BOULEVARD TO N/O CLARITON DRIVE

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2.5	52	15	$1,950.00
b.	Bare Areas	1	12	15	$180.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	15	$1,170.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE	2	12	15	$360.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52		
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – VERMONT AVENUE FROM TORRANCE BOULEVARD TO N/O CLARITON DRIVE $8,390.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
VERMONT AVENUE FROM 223RD STREET TO ASHBRIDGE LANE

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	25	$650.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	25	$650.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2.5	52	15	$1,950.00
b.	Bare Areas	1	12	5	$60.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	5	$390.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE	2	12	15	$360.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – VERMONT AVENUE FROM 223RD STREET TO ASHBRIDGE LANE $7,750.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
VERMONT AVENUE FROM ASHBRIDGE LANE TO LOMITA BOULEVARD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2.5	52	25	$3,250.00
b.	Bare Areas	1	12	25	$300.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	25	$1,950.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	15	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	12	15	$360.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	15	$360.00
c.	Hedge Shaping / Trimming	2	12	15	$360.00
9.	GROUNDCOVER MAINTENANCE	2	12	15	$360.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	12	15	$360.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – VERMONT AVENUE FROM ASHBRIDGE LANE TO LOMITA BOULEVARD $11,250.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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SCHEDULE OF PRICES
FOR
VERMONT AVENUE AT TORRANCE BOULEVARD, NE AND SW CORNERS

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	30	$780.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	25	$650.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	36	25	$900.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	25	$1,300.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	12	15	$90.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	1	12	15	$180.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	15	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	12	15	$90.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	15	$390.00
b.	Reset rain sensor on controller	0.5	12	15	$90.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	15	$180.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	15	$390.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – VERMONT AVENUE AT TORRANCE BOULEVARD, NE AND SW CORNERS $6,320.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

SCHEDULE OF PRICES
FOR
WILSHIRE BOULEVARD FROM FEDERAL AVENUE TO VETERAN AVENUE

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	35	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	0.5	52	35	$910.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	3	52	20	$3,120.00
b.	Bare Areas	4	12	20	$960.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	4	52	20	$4,160.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	2	12	25	$600.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	4	12	25	$1,200.00
b.	Shrub Safety Clearance / Shrub Pruning	4	12	25	$1,200.00
c.	Hedge Shaping / Trimming	2	12	25	$600.00
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION	2	1	25	$50.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA		AS-NEEDED	AS-NEEDED	
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	3	52	25	$3,900.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	4	12	25	$1,200.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.5	52	25	$650.00
b.	Reset rain sensor on controller	0.5	12		

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	1	12	5	$60.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	52	5	$130.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	5	$260.00
g.	Inspect salt buildup and inject solution for cleaning	1	12	5	$60.00
h.	Flush and inspect Y-filter at each RCV	1	12	5	$60.00
i.	Flush and inspect Y-filter at each backflow	1	12	5	$60.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	12	5	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE		AS-NEEDED	AS-NEEDED	
19.	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – WILSHIRE BOULEVARD FROM FEDERAL AVENUE TO VETERAN AVENUE $20,150.00

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

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FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR ROAD MAINTENANCE DISTRICT 3 MEDIANS (2013-PA014)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

	LOCATIONS	MONTHLY (UNIT) COST	NO. OF MONTHS	ANNUAL PRICE (Monthly Cost X No. of Months)
1	ALONDRA BOULEVARD FROM AVALON BOULEVARD TO HASKINS AVENUE	$536.67	12	$6,440.00
2	ANGELES VISTA PARKWAY (EF) FROM INADALE AVENUE TO VALLEY RIDGE AVENUE	$430.00	12	$5,160.00
3	AVALON BOULEVARD FROM 380 FT. N/O COMPTON BOULEVARD TO ALONDRA BOULEVARD	$855.83	12	$10,270.00
4	AVIATION BOULEVARD (EF) FROM 124TH STREET TO 122ND STREET	$289.83	12	$3,478.00
5	CENTINELA AVENUE (NF) FROM W/O WOOSTER AVENUE TO E/O SPRINGPARK AVENUE	$786.67	12	$9,440.00
6	CENTRAL AVENUE (WF) FROM EL SEGUNDO BOULEVARD TO 121ST STREET	$820.83	12	$9,850.00
7	CENTRAL AVENUE (EF) FROM 127 FT. N/O 139TH STREET TO 142ND STREET	$260.83	12	$3,130.00
8	CHARLENE DRIVE AT HOUSE NO. 4153	$214.58	12	$2,575.00
9	COMPTON BOULEVARD AT REDONDO BEACH BOULEVARD	$497.92	12	$5,975.00
10	CRENSHAW BOULEVARD FROM 1190 FT. S/O ROLLING HILLS ROAD TO 470 FT. S/O ROLLING HILLS ROAD	$492.92	12	$5,915.00
11	EL SEGUNDO BOULEVARD (NF) FROM ISIS AVENUE TO LA CIENEGA BOULEVARD	$330.83	12	$3,970.00
12	EL SEGUNDO BOULEVARD (MEDIAN) FROM ISIS AVENUE TO LA CIENEGA BOULEVARD	$362.50	12	$4,350.00
13	EL SEGUNDO BOULEVARD (NF) FROM AVALON BOULEVARD TO CLOVIS AVENUE	$329.17	12	$3,950.00
14	HAWTHORNE BOULEVARD FROM 111TH STREET TO 104TH STREET	$601.67	12	$7,220.00
15	IMPERIAL HIGHWAY FROM VAN NESS AVENUE TO NORMANDIE AVENUE	$546.25	12	$6,555.00
16	IMPERIAL HIGHWAY (SF) FROM VAN NESS AVENUE TO WILTON PLACE	$529.58	12	$6,355.00
17	IMPERIAL HIGHWAY (NF) FROM HAAS AVENUE TO SAINT ANDREWS PLACE	$529.58	12	$6,355.00
18	LA CIENEGA BOULEVARD (WF) FROM SLAUSON AVENUE TO 54TH STREET	$535.00	12	$6,420.00
19	LA CIENEGA BOULEVARD (WF) FROM CITY BOUNDARY N/O 64TH STREET TO LE DOUX ROAD	$515.00	12	$6,180.00
20	LA CIENEGA BOULEVARD (EF) FROM CITY BOUNDARY N/O 64TH STREET TO SLAUSON AVENUE	$497.50	12	$5,970.00
21	LA CIENEGA BOULEVARD (WF) FROM EL SEGUNDO BOULEVARD TO 123RD PLACE	$422.50	12	$5,070.00

22	LA CIENEGA BOULEVARD (MEDIAN) FROM EL SEGUNDO BOULEVARD TO 123RD STREET	$764.17	12	$9,170.00
23	MANHATTAN BEACH BOULEVARD (NF) FROM PRAIRIE AVENUE TO E/O CRANBROOK AVENUE	$929.17	12	$11,150.00
24	MARINE AVENUE (SF) FROM GERKIN AVENUE TO DOMINGUEZ CHANNEL	$640.83	12	$7,690.00
25	MUREAU ROAD FROM 3680 FT. W/O MOUNTAIN VIEW DRIVE TO MOUNTAIN VIEW DRIVE	$764.17	12	$9,170.00
26	MUREAU ROAD FROM MOUNTAIN VIEW DRIVE TO 360 FT. E/O MOUNTAIN VIEW DRIVE	$666.67	12	$8,000.00
27	MUREAU ROAD FROM 480 FT. E/O MOUNTAIN VIEW DRIVE TO 850 FT. E/O MOUNTAIN VIEW DRIVE	$689.17	12	$8,270.00
28	PRAIRIE AVENUE (EF) FROM MANHATTAN BEACH BOULEVARD TO N/O 154TH STREET	$995.00	12	$11,940.00
29	REDONDO BEACH BOULEVARD (SF) FROM TARRANT AVENUE TO 153RD STREET	$464.58	12	$5,575.00
30	SAN VICENTE BOULEVARD FROM WILSHIRE BOULEVARD TO BRINGHAM AVENUE	$1,265.42	12	$15,185.00
31	SLAUSON AVENUE (SF) FROM WOOSTER AVENUE TO CHARITON AVENUE	$788.33	12	$9,460.00
32	SLAUSON AVENUE (NF) FROM SHENANDOAH AVENUE TO CORNING AVENUE	$681.67	12	$8,180.00
33	SLAUSON AVENUE (MEDIAN) FROM CORNING AVENUE TO LA CIENEGA BOULEVARD	$634.17	12	$7,610.00
34	SLAUSON AVENUE (MEDIAN) FROM LA CIENEGA BOULEVARD TO LA TIJERA BOULEVARD	$294.17	12	$3,530.00
35	SLAUSON AVENUE (SF) FROM LA CIENEGA BOULEVARD TO LA TIJERA BOULEVARD	$692.50	12	$8,310.00
36	SLAUSON AVENUE (MEDIAN) FROM HEATHERDALE DRIVE TO E/O OVERHILL DRIVE	$280.00	12	$3,360.00
37	STOCKER STREET FROM OVERHILL DRIVE TO DON FELIPE DRIVE	$580.83	12	$6,970.00
38	VERMONT AVENUE FROM 88TH STREET TO IMPERIAL HIGHWAY	$1,103.75	12	$13,245.00
39	VERMONT AVENUE FROM IMPERIAL HIGHWAY TO 120TH STREET	$777.92	12	$9,335.00
40	VERMONT AVENUE FROM 120TH STREET TO EL SEGUNDO BOULEVARD	$1,197.08	12	$14,365.00
41	VERMONT AVENUE FROM TORRANCE BOULEVARD TO N/O CLARITON DRIVE	$699.17	12	$8,390.00
42	VERMONT AVENUE FROM 223RD STREET TO ASHBRIDGE LANE	$645.83	12	$7,750.00
43	VERMONT AVENUE FROM ASHBRIDGE LANE TO LOMITA BOULEVARD	$937.50	12	$11,250.00
44	VERMONT AVENUE AT TORRANCE BOULEVARD, NE AND SW CORNERS	$526.67	12	$6,320.00
45	WILSHIRE BOULEVARD FROM FEDERAL AVENUE TO VETERAN AVENUE	$1,679.17	12	$20,150.00
	ANNUAL PRICE FOR MAINTENANCE DISTRICT 3 MEDIANS			**$349,003.00**

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FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR ROAD MAINTENANCE DISTRICT 3 MEDIANS (2013-PA014)

	AS-NEEDED SERVICES	HOURLY RATE	NO. OF HOURS	PRICE (Hourly Rate X No. of Hours)
1	SHRUB/HEDGE/TREE PRUNING AND TRIMMING	$25.00	100	$2,500.00
2	DETHATCHING	$25.00	220	$5,500.00
3	AERATING	$25.00	100	$2,500.00
4	TURF RESEEDING/RESTORATION	$25.00	220	$5,500.00
5	DISEASE/INSECT/RODENT CONTROL	$35.00	180	$6,300.00
6	TURF AND PLANT FERTILIZATION	$25.00	220	$5,500.00
7	RODENT CONTROL	$35.00	180	$6,300.00
8	IRRIGATION	$35.00	530	$18,550.00
9	LOW IMPACT DEVELOPMENT (LID)	$25.00	220	$5,500.00
10	PLANTING OPERATIONS	$25.00	250	$6,250.00
	PRICE FOR AS-NEEDED SERVICES			**$64,400.00**

TOTAL PROPOSED ANNUAL PRICE FOR MAINTENANCE DISTRICT 3 MEDIANS (Annual Price for Maintenance District 3 Medians + As-Needed Services)	**$413,403.00** +.24

Signature of Person Authorized to Submit Proposal	
Title of Authorized Person: BRANCH MANAGER	Date: 1/8/14
State Contractor's License Number: 970508	License Type: C27 Landscape, D49 TREE SERVICE
Proposer's Address: 4134 TEMPLE CITY BLVD ROSEMEAD CA. 91770	
Phone: (626) 377-9748	Mobile: (818) 402 2071
E-Mail: Joe.espinoza@landcare.com	Facsimile: (626) 376-9176

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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 proposer is excepted from the Program.

Company Name: TRUGREEN LANDCARE			
Company Address: 4134 TEMPLE CITY BLVD.			
City: ROSEMEAD	State: CA	Zip Code:	91770
Telephone Number: 626/377-9748			
(Type of Goods or Services): LANDSCAPE AND GROUNDS MAINTENANCE SERVICES			

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: JOE ESPINOZA	Title: BRANCH MANAGER
Signature:	Date: JANUARY 9, 2014

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FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: COUNTY OF LOS ANGELES DEPT OF PUBLIC WORKS
SERVICE BY PROPOSER LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSAL DATE: JANUARY 9, 2014

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer 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 proposer. The proposer may attach any additional information or explanation of date which the proposer 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

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.	60	63	54	27	109	313	119
2. Total dollar amount of Contracts (in thousands of dollars).	1356	1279	1115	498	2130	6378	2178
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	1	0	4	0	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	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.

JOE ESPINOZA
Name of Proposer or Authorized Agent (print)

Signature

1-9-14
Date

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FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, JOE ESPINOZA

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

of TRUGREEN LANDCARE
Name of proposer

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 the Los Angeles County 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 _____ Date 1-9-14

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FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSER NAME: TRUGREEN LANDCARE

PROPOSED CONTRACT FOR: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses 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: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-19-06 - PRESENT
DEPT/ DISTRICT:	DEPT OF PUBLIC WORKS/ EAST LA ST. MEDIANS DIST 4
CONTACT:	JASON SIMMONS
TELEPHONE:	562-869-1176
FAX:	562-862-3718
E-MAIL:	JSIMMON@DPW.LACOUNTY.GOV

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-31-07 -PRESENT
DEPT/DISTRICT:	DEPT OF PUBLIC WORKS/ ROAD MAINT DIST 3 MEDIANS
CONTACT:	TIM BABICH
TELEPHONE:	310 348-6448
FAX:	310 649-0402
E-MAIL:	TBABICH@DPW.LACOUNTY.GOV

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 11-2008/ PRESENT
DEPT/ DISTRICT:	OFFICE OF EDUCATION/ LA COUNTY
CONTACT:	JEMA ESTRELLA
TELEPHONE:	562-922-8981
FAX:	562-940-1845
E-MAIL:	ESTRELLA_JEMA@LACOE.EDU

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 2-23-09 - PRESENT
DEPT/DISTRICT:	DEPT OF PUBLIC WORKS/ ROAD MAINT DIST 141/241
CONTACT:	ERIC FONG
TELEPHONE:	626-458-5100
FAX:	626-458-4194
E-MAIL:	ERFONG@DPW.LACOUNTY.GOV

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-2006/ PRESENT
AGENCY/ FIRM:	CITY OF SO PASADENA
ADDRESS:	1414 MISSION ST SO PASADENA, CA 91030
CONTACT:	MARCELINO AGUILAR
TELEPHONE:	626-403-7376
FAX:	626-403-7371
E-MAIL:	MAGUILAR@CI.SOUTH-PASADENA.CA.US

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 02-2009/ PRESENT
AGENCY/ FIRM:	CITY OF ROSEMEAD
ADDRESS:	8838 E VALLEY BLVD ROSEMEAD, CA 91770
CONTACT:	JOHN SCOTT
TELEPHONE:	626-569-2261
FAX:	626-569-2118
E-MAIL:	JSCOTT@CITYOFROSEMEAD.ORG

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 08-2003/ PRESENT
AGENCY/ FIRM:	CITY OF COVINA
ADDRESS:	125 E COLLEGE ST COVINA, CA 91723
CONTACT:	FRANK CISNEROS
TELEPHONE:	626-858-7279
FAX:	626-858-7271
E-MAIL:	FCISNEROS@CI.COVINA.CA.US

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 7-1-04 - PRESENT
AGENCY/ FIRM:	CITY OF BEVERLY HILLS
ADDRESS:	455 N REXFORD DR BEVERLY HILLS, CA 90210
CONTACT:	DAVID GARRARD
TELEPHONE:	310-285-2531
FAX:	310-274-9571
E-MAIL:	DGARRARD@BEVERLYHILLS.ORG

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Address	4134 TEMPLE CITY BLVD ROSEMEAD, CALIFORNIA 91770
Internal Revenue Service Employer Identification Number	36-4313318

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies 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 proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☑ YES ☐ NO
3.	The proposer 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 proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☑ YES ☐ NO

Proposer	TRUGREEN LANDCARE, A. GENERAL PARTNERSHIP
Authorized representative	JOE ESPINOZA
Signature	
Date	1-9-14

FORM PW-8

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that 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 service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services. N/A

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
N/A	N/A	N/A	N/A

FORM PW-9

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

All proposers 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: 526007901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: N/A

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

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 Proprietorship	☑ GENERAL Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 59

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			3		54	1
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White					1	

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

	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

V. 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:
	BRANCH MANAGER	1-9-14

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

Signature	Title BRANCH MANAGER
Firm Name TRUGREEN LANDCARE	Date 1-9-14

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP	Date of Request:
Project Title: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES	Project No. 2013-PA014

A **Solicitation Requirements Review** is being requested because the Proposer 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, Proposer 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 Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Company Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
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
Proposer 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 Proposer 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	YES	NO
Proposer 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)

Signature

1-9-14
Date

JOE ESPINOZA BRANCH MANAGER
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP		
COMPANY ADDRESS: 4134 TEMPLE CITY Blvd.		
CITY: ROSEMEAD	STATE: CA	ZIP CODE: 91770

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: JOE ESPINOZA	TITLE: BRANCH MANAGER
SIGNATURE:	DATE: 1-9-14

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

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FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

☒ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____ **DATE:** 01-09-14

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

☑ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

NOT FOR BRANCH 6354

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** 1-9-14

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FORM PW-16

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Proposer's Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
Address

☑ **If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

Signature of Proposer: _____ Date: 1-9-14

FORM PW-17

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

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: JOE ESPINOZA	Title: BRANCH MANAGER
Signature:	Date: 1-9-14

ENCLOSURE A
FORM PW-18.1

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the Stateof California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov.

☒ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: TRUGREEN LANDCARE	County Webven No. 52607901
Print Authorized Name: JOE ESPINOZA	Title: BRANCH MANAGER
Authorized Signature:	Date: 01-09-14

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

ADDRESS: 4134 TEMPLE CITY BLVD. ROSEMEAD, CA 91770

TELEPHONE: 626-377-9748

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION (DEDICATED/PRIMARY BACKUP)
ICK UP TRUCK	FORD	F350	2011	ED23190 IFDSX3DL73	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
ICK UP TRUCK	FORD	F350	2003	IFT7X3AT9 BEA88184	FAIR	OPERATIONAL	ROSEMEAD	DEDICATED
ICK UP TRUCK	FORD	F350	2003	IFDWF36LX3 EB18507	FAIR	OPERATIONAL	ROSEMEAD	DEDICATED
ACK PACK BLOWER	STIHL	BR500	2013	295400235	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
CK PACK BLOWER	STIHL	BR500	2013	295400233	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
KPACK BLOWER	STIHL	BR500	2013	29500221	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
RING TRIMMER	STIHL	FS100RX	2013	294958574	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
RING TRIMMER	STIHL	FS100RX	2013	294958579	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
RING TRIMMER	STIHL	FS250R	2013	29050594	GOOD	OPERATIONAL	ROSEMED	DEDICATED
RING TRIMMER	STIHL	HS-BLR-CA	2013	282039431	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
EDGE TRIMMER	STIHL	HL100CA	2013	294069893	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
EDGE TRIMMER	STIHL	HL100K	2013	293136407	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
EEDER	SHINDAIWA	T262	2013	TD97110016A5	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
EEDER	SHINDAIWA	T232	2013	TD97110017C0	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
EEDER	SHINDAIWA	T262	2013	TD97110022L	GOOD	OPERATIONAL	ROSEMEA	DEDICATED
MOWER	TORO	FG27	2012	FC150VFG27	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
MOWER	EXMARK	LT18DV	2012	312628969	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED

PE

FORM PW-20

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**

☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
TRUGREEN LANDCARE	JANUARY 1994 – PRESENT	LANDSCAPE MAINTENANCE	250

*List the page number in the proposal containing the proposer's experience.

☐ No. Proposer does not meet the experience requirement stated above.

2. Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. **Subcontracting is not allowed to meet this requirement.**

☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's on-site supervising employee(s) name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
JESUS REYES	AUGUST 17, 2006 – PRESENT	LANDSCAPE MAINT SERVICES	251
JULIAN LOPEZ ARVIZU	APRIL 7, 2009 – PRESENT	LANDSCAPE MAINT SERVICES	252

*List the page number in the proposal containing the proposer's on-site supervising employee(s)' resume/experience.

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☐ No. Proposer's on-site supervising employee(s) does not meet the experience requirement stated above.

3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. **Subcontracting is not allowed to meet this requirement.**

☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
C27 / D49	970508	TRUGREEN LANDCARE	02-29-12 TO 02-28-14

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

4. Proposer and/or its Subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.

☒ Yes. Please complete the chart below.

Type of Certification	Name of Certification Holder	Valid/Active Dates
CERTIFIED ARBORIST	DAVID EVANS	DEC 12, 2009 THROUGH DEC 31, 2015

☐ No. Proposer and/or its Subcontractor(s) does not have the certification as stated above.

5. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
B	319160	TRUGREEN LANDCARE	01-01-14 THROUGH 12-31-15	NO

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

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6. Proposer's and/or its Subcontractor(s) employee must submit a copy of a valid and active State of California Agricultural Pest Control Qualified Applicator license.

☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
B	127627	DAVID G. EVANS	01/01/13 TO 12/31/14	NO

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name: TRUGREEN LANDCARE	
Authorized representative Name: JOE ESPINOZA	
Signature:	Date: 01-09-14

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FORM PW-20 #2

TruGreen LandCare, Branch 6354, A California General Partnership, founded September 1, 1999 through the successful acquisition of many top landscape companies, has over 40 years of experience and knowledge to service our customers. We provide professional landscape maintenance to many city and public work projects.

Organization –
Joe Espinoza/Branch Manager (Facilitates the overall operation)
Over 7 years experience with TruGreen LandCare but brings 15 years experience in logistics with the US Army Reserves.

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member
Luis Casillas/Crew Member
Francisco Torres/Crew Member
Diego Ramos/Crew Member

TruGreen LandCare meets all requirements as stated in Part 1Section 1.B with valid licences and minimum years of experience. The minimum years of experience is met with the current contrant of Landscape and Grounds Mantenenace Services for East Los Angeles Medians which spans over five years.

The staff listed above have in part or whole been engaged in the contract, specifically the supervisors, to meet the minimum requirement of three years experience.

As one of the largest landscape maintenance providers in the industry, TruGreen LandCare has the equipment and purchasing resources to meet your demands. We are constantly evaluating and modifying our equipment to best serve our clientele and the demands of each site we service. In-house mechanics, outsourced equipment vendors and the pooled resources of a nationwide company keep our equipment fleet operating and at your disposal.

Jesus Reyes

[redacted]

2006 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Julian Lopez Arvizu

[redacted]

2009 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

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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			
Company Address: 4134 TEMPLE CITY BLVD			
City: ROSEMEAD	State: CA	Zip Code: 91770	
Telephone Number: 626-377-9748	Facsimile Number: 626-376	Email Address: JOE.ESPINOZA@LANDCARE.COM	
Awarding Department: PUBLIC WORKS		Contract Term:	
Type of Service: LANDSCAPE MAINT SERVICE			
Contract Dollar Amount:		Contract Number (if any): 2013-PA014	

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)*** 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.

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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:	TITLE:	
SIGNATURE:		DATE:

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.

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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.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

☒ 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 **$11.84 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 $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 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 $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 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	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE: 01-09-14
PLEASE PRINT NAME: JOE ESPINOZA	TITLE OR POSITION: BRANCH MANAGER

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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 RFP 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**
NO, NOT FOR BRANCH 6354

☐ 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**
NO, NOT FOR BRANCH 6354

☐ 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 proposer'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**
NO, NOT FOR BRANCH 6354

☐ 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.

Owner's/Agent's Authorized Signature

JOE ESPINOZA, BRANCH MANAGE
Print Name and Title

TRUGREEN LANDCARE
Print Name of Firm

1-09-14
Date

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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. N/A FOR BRANCH 6354

Print Name of Firm: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP	Print Name of Owner: N/A
Print Address of Firm: 4134 TEMPLE CITY BLVD	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: ROSEMEAD CA 91770	Print Name and Title: JOE ESPINOZA BRANCH MANAGER

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-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: TRUGREEN LANDCARE

Name of Proposer's Health Plan: BLUE CROSS/BLUE SHIELD Date: 01-09-14

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Proposer'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	$	
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
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: DOES NOT INCLUDE LABORER OR LABORER DRIVER

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

☒ Is defined as an employee who is employed more than 35 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.

TRUGREEN LandCare®

November 2013

Dear TruGreen LandCare Associate:

To engage the best and most talented individuals, we recognize that we must provide a total compensation program that serves the diverse needs of our employees and their families.

The nation as a whole is grappling with the question of how to structure health insurance that addresses the issues of access, cost, and personal responsibility. Rising benefit costs are affecting employers nationwide. Recent surveys show that premium increases are ranging from 8% to 20% and many companies are increasing employee contributions and out-of-pocket costs. The Affordable Care Act (ACA), which is often referred to as Obama Care, has had a significant effect on both employers and employees. We continue to offer health insurance plans that meet the ACA's requirements. Beginning in 2014, under the ACA's individual mandate, most individuals (adults and children) may be required to have health coverage. You and your dependents may be required to have health insurance beginning January 1, 2014. If you and your dependents do not have health insurance, you may have to pay a penalty when you file your taxes. For more information, please go to www.HealthCare.gov.

Recently, we have conducted a comprehensive review of our benefits program. As part of that review, we looked at benefits and costs compared other employers, the increase in health care premiums over time and the portion of that which has been passed on to our employees, and ensuring that we provide employees with a choice of both a PPO medical plan as well as a consumer driven medical plan with a Health Savings Account. Going forward, both TruGreen LandCare and its employees will share higher costs. We will ask you to bear a proportionate share of the increase of the benefits you receive. We are also changing our medical plan options to manage costs while offering you comprehensive coverage. These changes will continue to bring us in line with other employers.

Please take the time to review all of the options available to you. You may evaluate the options and decide that you and/or your dependents may be eligible for premium assistance or coverage through Medicaid or a Children's Health Insurance Program (CHIP) through your state. You may decide that one of the choices available to you on the new Health Insurance Marketplace at www.HealthCare.gov may meet the needs of you and your family. We encourage you to carefully evaluate your options by learning more. The more you know about your options, the better your choice will be.

TruGreen LandCare remains committed to providing a competitive compensation program. If you have questions regarding your benefits, do not hesitate to contact the TruGreen LandCare Benefits Service Center at 866-900-3062.

Thank you for your continued commitment to TruGreen LandCare.

Vidu Kulkarni
CEO

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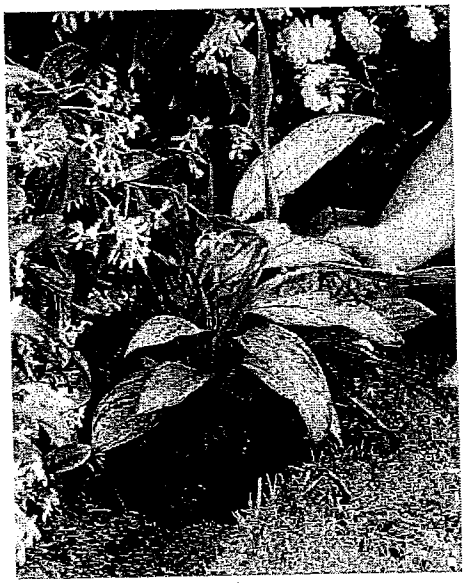
TRUGREEN LandCare™

Benefits Guide











2014

IMPORTANT NOTICE

This Benefit Guide related to our health care plan includes a notice regarding how the plan's prescription drug coverage compares to Medicare Part D. If you or a covered family member is also enrolled in Medicare Parts A or B, but not Part D, you should read the Medicare Part D notice carefully. It is titled, "Important Notice from TruGreen LandCare About Your Prescription Drug Coverage and Medicare."

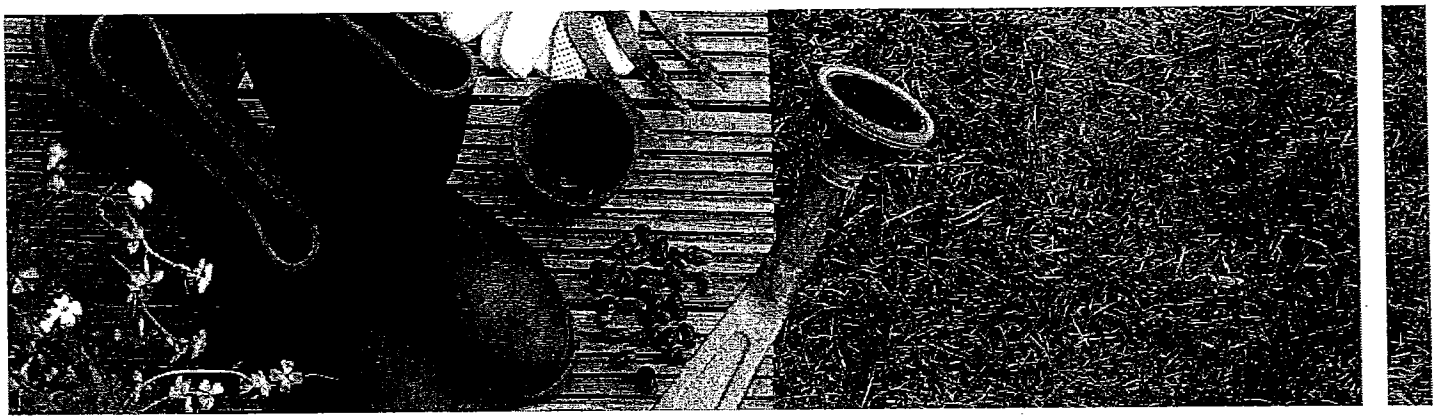
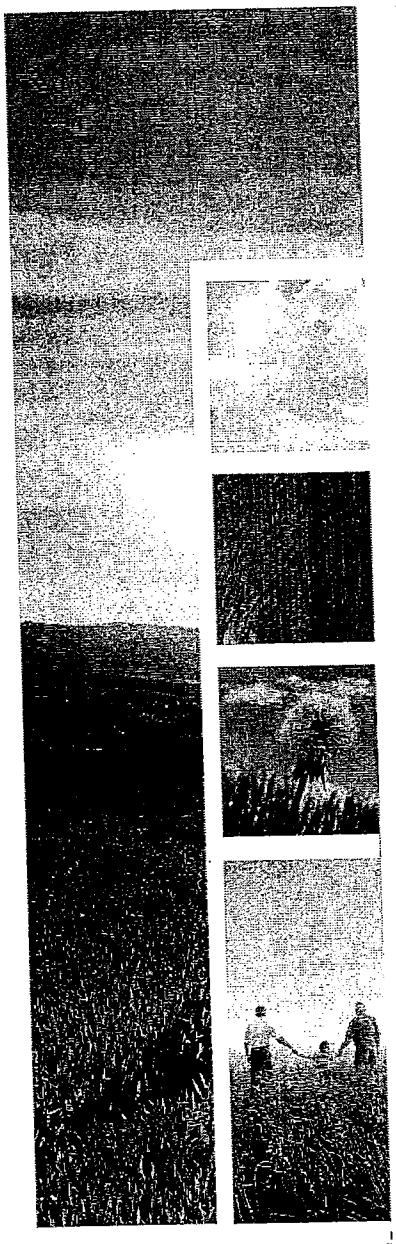


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BENEFITS AT A GLANCE



Medical/Rx Plans

- Insurance Provider: Blue Cross Blue Shield of Tennessee (BCBST)
- Premiums: Employer/Employee paid
- Plan Options: Choice PPO Medical Plan and Smart Saver Medical Plan

Health Savings Account

- Account Provider: Wells Fargo Bank
- Contributions: Employee paid
- Eligibility: Employees enrolled in the Smart Saver Medical plan
- Annual maximum contribution: $3,250 for single coverage; $6,450 for family coverage
- Annual Catch-Up contributions for employees age 55 and older: $1,000

Flexible Spending Accounts

- Insurance Provider: Discovery Benefits
- Contributions: Employee paid
- Health Care Flexible Spending Account
- Dependent Day Care Flexible Spending Account
- Annual maximum contribution: $2,500 for health care
- Annual maximum contribution: $5,000 for dependent day care

Dental Plan

- Insurance Providers: MetLife & CIGNA
- Premiums: Employee paid
- Plan Options: Base PPO, Buy-Up PPO, and DHMO

Vision Plan

- Insurance Provider: EyeMed
- Premiums: Employee paid
- Plan Option: PPO

Basic and Voluntary Life Insurance

- Insurance Provider: Lincoln Financial Group
- Employer Paid - Basic Employee Life: 1x annual salary up to $300,000
- Employee Paid - Voluntary Employee Life: increments up to 5x earnings
- Employee Paid - Voluntary Dependent Life: increments up to $100,000/$25,000

Voluntary Accidental Death and Dismemberment (AD&D) Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employee Paid
- Voluntary AD&D (Employee): increments up to $750,000
- Voluntary AD&D (Spouse): 60% of your coverage up to $450,000
- Voluntary AD&D (Child): 30% of your coverage up to $25,000

Short Term Disability Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employer paid
- Benefits begin on the 8th day for injury or sickness for up to 13 weeks
- Benefit is 60% or 80% of your basic earnings depending on years of service

Long Term Disability Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employee paid
- Benefits begin after 90 days of disability and can continue up to age 65
- Options: 50% or 60% of monthly earnings up to $10,000

Legal Services

- Insurance Provider: Hyatt Legal Services (A MetLife Company)
- Premiums: Employee paid

Business Travel Accident Insurance

- Insurance Provider: Zurich
- Premiums: Employer paid

401(k) Retirement Plan

- Retirement Plan Provider: Prudential
- Contributions: Employer/Employee Paid

Other Benefits

- Employee Assistance Program (EAP)
- Tuition Reimbursement – Reimbursement for tuition and books up to $1500 per year
- Holidays – Seven (7) paid holidays per year
- Vacation – Annual vacation accrual based on length of employment
- Other Paid Leave – Funeral leave, jury/witness duty, and voting time off
- LifeKeys Services – Will preparation, online Guidance Resources, and Identity Theft protection
- TravelConnect – travel assistant services

CONTACTS

If you have questions about your benefits, please contact the administrator listed below, or the TruGreen LandCare Benefits Service Center at (866) 900-3062.

Benefits	Plan Number	Administrator	Website/Phone
TruGreen LandCare Benefits Service Center	n/a	ADP	https://portal.adp.com (866) 900-3062 code = trugreen-1234
Medical and Prescription (including mail order pharmacy)	125171	BlueCross BlueShield of Tennessee (BCBST)	www.bcbst.com (800) 565-9140
Health Savings Account		Wells Fargo Bank	www.wellsfargo.com/hsa (866) 884-7374
Dental PPO	147758	MetLife	www.metlife.com/mybenefits (800) 942-0854
Dental HMO	3334966	CIGNA	www.cigna.com (800) 244-6224
Vision	9821851	EyeMed Vision Care	www.eyemedvisioncare.com (866) 723-0514
Flexible Spending Accounts		Discovery Benefits	www.discoverybenefits.com (866) 451-3399
Basic and Voluntary Employee Life Dependent Life Insurance Accidental Death & Dismemberment Short Term Disability Long Term Disability	000010144566 000403001369 000010145049 000010144567	Lincoln Financial Group	www.lfg.com (800) 423-2765
Legal Services	609/0252	Hyatt Legal Plans	www.legalplans.com (800) 821-6400
Business Travel Accident Insurance	GTU-4380843	Zurich	US/Canada: (800) 263-0261 Outside US/Canada: (416) 977-0277
401(k) Retirement Plan	767561	Prudential	www.prudential.com/online/retirement (877) 778-2100
Employee Assistance Program (EAP)		Lincoln Financial Group	www.eapadvantage.com password = connect (877) 757-7587
LifeKeys		Lincoln Financial Group	www.Lincoln4Benefits.com (855) 891-3684 Web ID = LifeKeys
TravelConnect	000010144566	Lincoln Financial Group / MEDEX Assitance Corporation	www.Lincoln4Benefits.com (800) 527-0218 ID number = 322541
Health Insurance Marketplace			www.healthcare.gov
Medicaid/CHIP		State Medicaid/CHIP	See your state listing in the Medicaid section of this Benefits Guide
COBRA		Discovery Benefits	(866) 451-3399

ELIGIBILITY

Eligibility for employees and dependents is defined as follows:

EMPLOYEES

- Regular, Full Time employees who are scheduled to work 30 or more hours per week. [Laborers, Seasonal, Temporary, and Part Time (scheduled to work less than 30 hours per week) employees are not eligible.]

While not all employees are eligible for the full benefits package, Laborers, Seasonal, Temporary, and Part Time (scheduled to work less than 30 hours per week) employees are eligible for a select set of benefits. Please refer to the sections in this Benefits Guide that indicate that all employees are eligible are eligible to identify that select set of benefits.

DEPENDENTS

- Your legal spouse, unless eligible for health benefits through his/her employer
- Your dependent children to age 26. Children include natural children, stepchildren, foster children, adopted children, children placed for adoption, and children the employee is legally obligated to support.

Special Dependent Eligibility Rule for CA Employees only for Medical, Dental, and Vision:

- Your registered domestic partner, unless eligible for health benefits through his/her employer. A registered domestic partner must have a Certificate of Registration of Domestic Partnership from the state of CA.
- Dependent children of your registered domestic partner to age 26

Beginning in 2014, if you add a dependent to your benefits, you will be required to provide proof (e.g. marriage certificate, birth certificate) that your dependent meets the eligibility requirements to be covered under the benefit plans. If you are unable to provide proof of eligibility, the dependent will not be added to your coverage. In addition, during 2014, TruGreen LandCare will conduct a dependent eligibility audit. We will ask all employees with dependents to provide proof that each enrolled dependent meets the eligibility requirements under the benefit plans. If during this audit, you are unable to provide proof of eligibility, the ineligible dependent will be removed from the plan. Please note that you may be required to reimburse TruGreen LandCare for any claims paid on behalf of the ineligible dependent for the period for which your dependent was ineligible. Please refer to the Summary Plan Description for additional information on dependent eligibility.



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BENEFIT ELECTIONS OR CHANGES

Generally, benefit elections or changes can only be made at specific times during the plan year. These times include at the time of hire/rehire, open enrollment, becoming newly eligible for benefits, or due to a qualifying event.

NEW HIRES/REHIRES

If eligible, you must enroll in your benefits by the day prior to the first of the month coincident with or following 60 days of employment. After this initial opportunity, you can only enroll in or make changes to your benefits during certain times, such as due to a qualifying event or open enrollment. Each benefit has a waiting period. Therefore, your benefits effective dates vary for each benefit. Please refer to the chart below for the effective dates.

New Hires/Rehires Eligibility	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following 60 days of employment
Basic Life, Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following 3 months of employment
STD, LTD	On the date following completion of 12 consecutive months of employment

For example, an employee with a hire date of March 1, 2014, Medical, Health Savings Account, Dental, Vision, Health Care FSA, and Dependent Care FSA will be effective on May 1, 2014; Basic Employee Life, Voluntary Employee Life, Dependent Life, AD&D, and Legal Services will be effective on June 1, 2014; and Short Term Disability and Long Term Disability will be on March 1, 2015. Please refer to the Summary Plan Description for additional information.

NEWLY ELIGIBLE

When you become newly eligible for benefits, you must enroll within 30 days of the date that you become eligible for benefits. Most benefits become effective on the first of the month following the date of the event (e.g. Part Time to Full Time, job code/title change, seasonal to non-seasonal) as long as you have met the new hire/rehire waiting period. Each benefit has a waiting period. Therefore, your benefits effective dates vary for each benefit. Please refer to the chart below for the effective dates.

Newly Eligible	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following the event date
Basic Life, Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following the event date
STD, LTD	On the date following completion of 12 consecutive months of employment, including any time worked as ineligible

For example, an employee who is promoted to a benefits eligible position on March 1, 2014, Medical, Health Savings Account, Dental, Vision, Health Care FSA, and Dependent Care FSA, Basic Employee Life, Voluntary Employee Life, Dependent Life, AD&D, and Legal Services will be effective on April 1, 2014; and Short Term Disability and Long Term Disability will begin on the date following completion of 12 months of consecutive employment. Time worked in an ineligible class counts toward the 12 consecutive months. Please refer to the Summary Plan Description for additional information.

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ANNUAL OPEN ENROLLMENT

Eligible employees may make changes during open enrollment. Open enrollment typically takes place in November each year. Generally, benefits elected during open enrollment become effective on January 1. **Open Enrollment for the 2014 plan year will be from November 12, 2013 through November 21, 2013 at 12:00 midnight, ET.**

QUALIFYING EVENTS

If you experience a qualifying event during the year, you may be permitted to make changes to your benefits as long as the changes requested are consistent with the qualifying event. You have 31 days from the date of the event to elect your benefits.

Qualifying events, as defined by the IRS, include, but are not limited to, the events listed below.

- Birth or adoption
- Marriage
- Divorce or legal separation
- Increase or decrease in work hours, e.g. part-time to full-time or vice versa
- Dependent gains or loses eligibility for coverage
- Dependent gains or loses coverage under another plan
- Gain or loss in eligibility for Medicare or Medicaid
- Significant change in cost of dependent care services for Dependent Care FSA

Benefits become effective on the first of the month following or coincident with the qualifying event, unless the qualifying event is a birth or adoption. If a birth or adoption occurs, benefit elections will become effective on the date of the birth or adoption. Please refer to the chart below for the effective dates.

Qualifying Events	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following the event date
Basic Life	n/a
Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following the event date
STD, LTD	n/a

For example, if an employee gets married on March 1, 2014, benefits become effective on April 1, 2014. Please refer to the Summary Plan Description for additional information.

PAYING FOR YOUR BENEFITS

If you are an hourly employee and are paid weekly, you pay for your benefits on a weekly basis with premiums based on 52 pay periods in the year. If you are a salaried employee and are paid semimonthly, you pay for your benefits on a semimonthly basis with premiums based on 24 pay periods in the year. Premiums are either paid on a pre-tax basis or on an after-tax basis depending on the benefit. You should review your paycheck carefully each pay period to ensure that your deductions are correct based on your benefit elections. The premiums for each benefit are listed in each section in this Benefits Guide.

If you happen to enroll after your benefits become effective, you will need to pay for the premiums retroactive to the effective date. Your deductions will be doubled in each paycheck until the balance is paid. In addition, if you do not work and are not paid, or do not have sufficient funds in your paycheck to cover your deductions, your deduction amounts go into a deduction balance amount called deductions in arrears. Once you return to work and have sufficient funds, your current benefit deductions will be doubled in each paycheck until the balance is paid. This outstanding deduction balance will be displayed on your paycheck. If you are no longer enrolled in a benefit, but have a balance due, you will be required to pay the entire balance immediately.





HOW TO ENROLL IN YOUR BENEFITS

There are two (2) ways to enroll in your benefits. You can enroll either online through the Benefits Enrollment Portal or by calling the TruGreen LandCare Benefits Service Center.

TRUGREEN LANDCARE BENEFITS ENROLLMENT PORTAL

Through the Benefits Enrollment Portal provided by ADP, you can enroll in or make changes to your benefits, access benefit plan information and benefits forms, and print a confirmation statement.

New User Registration

You must first register before you can log in to the portal to enroll. During registration, you will be assigned a User ID and you will create a password. Go to **https://portal.adp.com** and click on the link First Time Users Register Here, then click Register Now.

Step 1	• Enter the registration code: trugreen-1234. • Click Next.
Step 2	• Verify your Identity • *Note: Be sure to enter your name exactly as it appears on your pay statement; do not enter a nickname. For example; if your legal name is "Thomas", do not enter "Tom".* • Click Next.
Step 3	• Get User ID and Password • *Make note of your User ID and password. You will need them to login next time. Your User ID will look like this; john.doe@Trugreen. Make sure to capitalize the "T" in Trugreen.* • Click Next.
Step 4	• Select Security Questions and Answers • Click Next.
Step 5	• Enter Your Contact Information • *Note: The work or personal email address that you provide here will be used to immediately send your activation code to you, which is required to complete this registration.* • Click Next.
Step 6	• Enter the Activation Code that was just sent to your email address in Step 5. • Click Next.
Step 7	• Review your information • Click Submit

Existing User Login

If you have an existing User ID and password, you can log in and enroll. Go to **https://portal.adp.com** and click on the link User Login. Enter your User ID and password, and click OK. If you have forgotten your password, you can reset your password by clicking on the Forgot your Password link and responding to the security questions.

If you have any trouble registering or logging in, please call the TruGreen LandCare Benefits Service Center at (866) 900-3062.

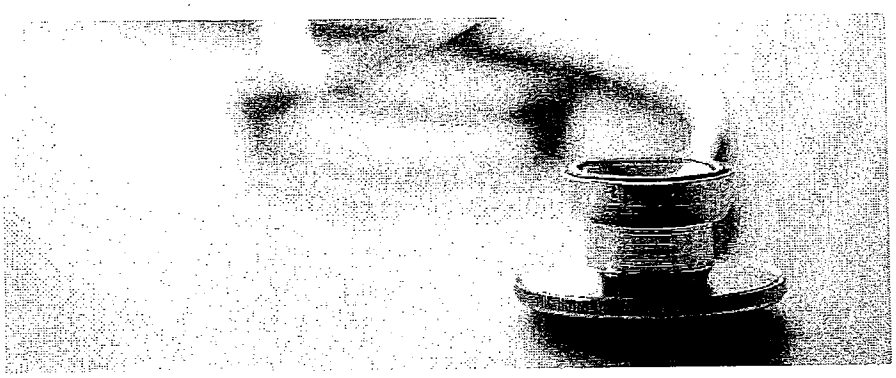
BENEFITS ENROLLMENT

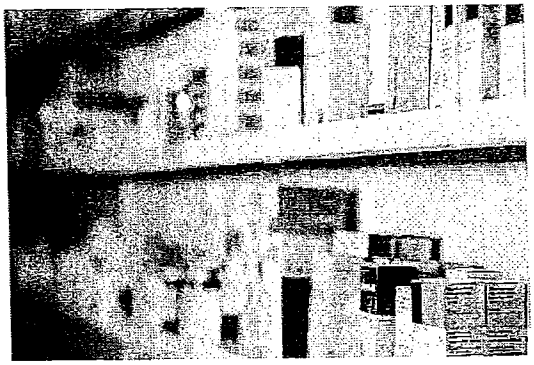
Once logged into the Benefits Enrollment Portal, you can enroll. On the Welcome page, select the Benefits menu, and then click on Health & Welfare. On the enrollment page, click Enroll Today. Follow the directions on each page to enroll in your benefits. Be sure to confirm your benefits enrollment before you exit the system. You can print a confirmation statement of your elections. Save this confirmation statement for your records and proof of your enrollment.

If you have any trouble enrolling in your benefits, please call the TruGreen LandCare Benefits Service Center at (866) 900-3062.

TRUGREEN LANDCARE BENEFITS SERVICE CENTER

Through the TruGreen Landcare Benefits Service Center provided by ADP, you can speak to an enrollment representative who can assist you with enrolling in or making changes to your benefits, questions regarding benefit plan information, and many other benefits related matters. The TruGreen LandCare Benefits Service Center number is (866) 900-3062. Representatives are available Monday – Friday, 8:00 a.m. ET to 6:00 p.m. ET. Translation services are available.





MEDICAL/RX INSURANCE

TruGreen LandCare offers two (2) medical plans to eligible employees through BlueCross BlueShield of Tennessee (BCBST): Smart Saver Medical Plan and Choice PPO Medical Plan. The main purpose of these medical plans is to provide preventive care services that can help you stay healthy, to treat minor illnesses and injuries, and to protect your finances against the high costs of treating a serious medical condition. The BCBST medical plans contract with a broad network of doctors, hospitals, and other facilities to offer discounted rates. Please refer to the Summary Plan Description for additional information.

You may choose from the two (2) medical options through BCBST, whichever one best meets your needs and the needs of your family, or you may choose to waive medical coverage. You may also research your options through the Health Insurance Marketplace at www.HealthCare.gov for medical coverage or premium assistance. In addition, you may be eligible for coverage or premium assistance through your state Medicaid/CHIP program and find that one of those options may be more affordable and better meet the needs of you and your family. See information in this Benefits Guide for additional details on these options.

Beginning in 2014, under the Affordable Care Act (ACA) individual mandate, most individuals (adults and children) may be required to have health coverage. Therefore, you and your dependents may be required to have health insurance beginning January 1, 2014. If you and your dependents do not have health insurance, you may have to pay a penalty when you file your taxes. For more information, please go to www.HealthCare.gov.

MEDICAL PLAN FEATURES

Under the medical plans, you have the freedom to choose any provider for your medical care. The amounts you and the plan pay depend on the plan option you choose, and whether you receive care from in-network or out-of-network providers. When you choose in-network providers, the plan pays a higher portion of costs and you pay a smaller amount. When you choose out-of-network providers, the plans usually pay a lower portion of costs and you pay a higher amount. When you use an out-of-network provider, you will have a significantly lower level of benefit and significantly higher out-of-pocket costs.

You can also reduce your out-of-pocket costs when you enroll in either a Health Savings Account (HSA) when you enroll in the Smart Saver Medical Plan or a Health Care Flexible Spending Account when you enroll in the Choice PPO Medical Plan or waive medical coverage. See information in this Benefits Guide for additional details on these options.

Deductible

The plans include plan year deductibles. The deductible is the amount you must pay each year before the plan starts paying for services. With the exception of office visit copays (if applicable), provider services, diagnostic procedures, hospital stay, and surgeries apply to your deductible. For those enrolled in family coverage, any individual may meet the single deductible before the plan start paying for benefits for that individual. See the Medical Plans Highlights chart for details.

Coinsurance

Once the plan year deductible is met, the plans pay a percent of the in- or out-of-network allowed benefit expense. See the Medical Plans Highlights chart for details.

Copay

A copayment (copay) is a fixed amount that is paid for a service, usually a provider's office visit. The Choice PPO Medical Plan includes copays for physician and specialist office visits and generic prescriptions. The Smart Saver Medical Plan does not include copays. See the Medical Plans Highlights chart for details.

Out-of-Pocket Maximum

An annual out-of pocket maximum is the maximum amount that you will pay each plan year before the plan pays 100% of the allowed benefit. The maximum includes your deductibles, coinsurance, and copays. This maximum does not include your premiums, amounts over the allowed benefit, or expenses that are not covered by the plan. See the Medical Plans Highlights chart for details.

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Preventive Care

The medical plans include coverage per plan year for preventive benefits, including annual physicals, immunizations, and screenings, in most cases at 100% for in-network services. See the Medical Plans Highlights chart for details. You can control your health care expenses by getting a check-up and working with your doctors to manage any conditions that you or your family members may have. You can prevent expensive treatment from ever happening and reduce your out-of-pocket costs. Here are a few of the preventive care services. Contact BCBST for additional information on covered services.

- Well Child Care (to age 6)
- Annual Well Woman Exam
- Annual Mammography Screening (40+)
- Annual Cervical Cancer Screening
- Well Care Services (ages 6+)
- Annual Prostate Cancer Screening (50+)
- Immunizations
- and many more...

Prescription Benefit

Both medical plans provide a prescription benefit for both in- and out-of-network pharmacies. Both plans provide a three-tier prescription benefit for generic, formulary, and non-formulary prescriptions. You can save money by using generic prescriptions so be sure to discuss your prescriptions with your doctor to see if a generic option is available.

Prescriptions expenses under the Smart Saver Medical Plan are applied to the medical plan deductibles and out-of-pocket maximums. The Choice PPO Medical plan expenses are applied to separate prescription deductibles and out-of-pocket maximums. All out-of-network prescriptions require that you pay the difference between the in-network benefit and the out-of-network costs. Therefore, your out-of-pocket costs will be significantly higher when you fill your prescription at an out-of-network pharmacy. See the Medical Plans Highlights chart for details. To find a participating pharmacy in your area, go to www.bcbst.com, click on the Learn About tab, go to Pharmacy, and look under the Resources section for the Plus90 Network link.

You can also save money by filling your prescriptions through the BCBST prescription mail order program and obtaining a 90-day supply. To learn more, log on to www.bcbst.com or call Customer Service at 1-800-565-9140.

Medical ID Cards

When you enroll in one of the medical plans, BCBST will mail you and your family members medical ID cards. Additional or replacement cards can be obtained by contacting BCBST directly by phone or by printing one online at www.bcbst.com.

Locating an in-network provider

To locate an in-network provider online, log on to www.bcbst.com, from there click on Find a Doctor or call Customer Service at 1-800-565-9140.



MEDICAL PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the BCBST medical plan options. A full description of services can be found in the Summary Plan Description.

Benefits		2014			
		Smart Saver Medical Plan		Choice PPO Medical Plan	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible	Single	$3,000	$6,000	$5,000	$10,000
	Family	$9,000	$18,000	$10,000	$20,000
Coinsurance After Deductible	Plan Pays	70% after deductible	50% after deductible	70% after deductible	50% after deductible
	You Pay	30% after deductible	50% after deductible	30% after deductible	50% after deductible
Annual Out-of-Pocket Maximum	Single	$6,000	$12,000	$6,350	$11,500
	Family	$12,700	$27,000	$11,500	$23,000
Preventive Care		100% no deductible	50% no deductible	100% no deductible	50% no deductible
Physician Office Visit		70% after deductible	50% after deductible	100% after $30 copay	50% after deductible
Specialist Office Visit		70% after deductible	50% after deductible	100% after $40 copay	50% after deductible
Emergency Services		70% after deductible	70% after deductible	70% after deductible	70% after deductible
Inpatient/Outpatient		70% after deductible	50% after deductible	70% after deductible	50% after deductible
Lifetime Maximum		Unlimited		Unlimited	
Prescription Drugs		**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**
Annual Deductible	Single	applied to annual medical deductible		$50	
	Family			$100	
Retail (30 day supply)	Generic	70% after deductible	50% after deductible	100% after $8 copay	50% after deductible
	Formulary	70% after deductible	50% after deductible	75% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible
	Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible
Mail Order (90 day supply)	Generic	70% after deductible	50% after deductible	100% after $21 copay	50% after deductible
	Formulary	70% after deductible	50% after deductible	75% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible
	Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible

MEDICAL PLAN PREMIUMS (PAID ON A PRE-TAX BASIS)

Coverage Level	Smart Saver Medical Plan	Choice PPO Medical Plan
Weekly Premiums		
You only	$17.76	$29.43
You +1 dependent	$27.63	$50.03
You +2 dependent	$31.66	$60.60
You +3 or more dependents	$36.67	$69.57
Semi-Monthly Premiums		
You only	$38.48	$63.76
You +1 dependent	$59.88	$108.39
You +2 dependent	$68.60	$131.31
You +3 or more dependents	$79.45	$150.74

HEALTH SAVINGS ACCOUNT (HSA)

TruGreen LandCare provides eligible employees the opportunity to open a Health Savings Account through Wells Fargo Bank. A Health Savings Account (HSA) is a bank account that you own that allows you to set aside pre-tax dollars from your paycheck to pay for many of your health care expenses.

HEALTH SAVINGS ACCOUNT FEATURES

When you enroll in the Smart Saver Medical Plan, you have the opportunity to open a Health Savings Account. By paying for your out-of-pocket expenses with pre-tax dollars, you reduce the amount of your taxable income. In order to open a Health Savings Account, you must be enrolled in the Smart Saver Medical Plan. Employees enrolled in the Smart Saver Medical Plan cannot participate in the Health Care FSA. You will be required to complete a Health Savings Account Authorization Form to finalize your enrollment.

Contributions

Since enrolling in the Smart Saver Medical Plan offers you premium savings as compared to the Choice PPO plan, you should consider contributing the difference in the cost of the plans. Your take home pay will be the same as if you elected the other plan, but you will have the money in your Health Savings Account to use for expenses rather than on premium costs. In addition, you might want to consider contributing your annual deductible up to the annual maximums listed below.

- The minimum annual contribution through pre-tax payroll deduction is $240.
- The IRS Limits for contributions to a Health Savings Account for 2014 are $3,300 for an individual and $6,550 for a family.
- The IRS allows employees age 55 or older to contribute an additional $1,000 for catch up contributions.

The funds in your account will roll over annually and earn interest tax free. You will not lose your funds at the end of each plan year. Since the account belongs to you, it is portable and available to you even after you leave TruGreen LandCare.

Debit Card

When you enroll in a Health Savings Account, Wells Fargo Bank will provide you with a debit card. The debit card gives you an easy, automatic way to pay for qualified health care expenses. Funds on your debit card are only available once a contribution has been made to the account. It is important that you save all itemized receipts. With a Health Savings Account, the IRS does not require that the claims be substantiated, but they do require you have this information in the event that they audit your account.

Eligible Expenses

Some examples of eligible qualified health care expenses include:

- Deductibles and coinsurance not covered under the Smart Saver Medical Plan
- Prescriptions not covered under the Smart Saver Medical Plan
- Dental expenses, including deductibles, coinsurance and copays not covered under the dental plans
- Vision expenses, including contact lenses, eye exams and eyeglasses
- Certain over-the-counter medications, if prescribed by a physician

Additional information on Health Savings Accounts is available from Wells Fargo Bank at www.wellsfargo.com/hsa or (866) 884-7374.







DENTAL BENEFITS

TruGreen LandCare offers three (3) dental options for eligible employees to choose from: a Base PPO, a Buy-Up PPO, and a Dental HMO (DHMO).

Getting regular dental care is an important part of taking care of your health. Since dental care can be costly, electing a dental plan can help offset some of your expenses. The plans encourage regular checkups and preventive treatment. The dental plans contract with a network of providers who offer discounted rates. Please refer to the Summary Plan Description for additional information.

PPO PLAN FEATURES

MetLife is the insurance company for the Dental Base PPO and Dental Buy-Up PPO plans.

MetLife Dental ID Cards

When you enroll in one of the PPO dental plans, MetLife will not mail you dental insurance cards. You may go to MetLife's website **www.metlife.com/mybenefits** and create an account/log in to your existing account in order to print your dental ID cards.

Locating an in-network provider

To locate an in-network provider online, log on to **www.metlife.com/mybenefits** or call MetLife at 1-800-942-0854.

PPO PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the MetLife Dental Base PPO and Buy-Up PPO plans. A full description can be found in the Summary Plan Description.

MetLife Dental					
Benefits		Dental Base PPO		Dental Buy-Up PPO	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible		$50		$50	
Annual Benefit Maximum Per Covered Person		$1,500		$1,500	
Preventive and diagnostic services (e.g. exams, cleanings)	Plan Pays	100%	100% of the usual and customary fee	100%	100% of the usual and customary fee
	You Pay	0%	The amount above the usual and customary fee	0%	The amount above the usual and customary fee
Basic Services (e.g. fillings and root canals)	Plan Pays	85% after deductible	85% of the usual and customary fee after the deductible	85% after deductible	85% of the usual and customary fee after the deductible
	You Pay	15% after deductible	15% after the deductible plus the amount above the usual and customary fee	15% after deductible	15% after the deductible plus the amount above the usual and customary fee
Major services (e.g. crowns, bridges, dentures and implants)	Plan Pays	50% after deductible	50% of the usual and customary fee after the deductible	50% after deductible	50% of the usual and customary fee after the deductible
	You Pay	50% after deductible	50% after the deductible plus the amount above the usual and customary fee	50% after deductible	50% after the deductible plus the amount above the usual and customary fee
Orthodontia (through age 18)	Plan Pays	No Coverage		50% after deductible	50% of the usual and customary fee after the deductible
	You Pay	No Coverage		50% after deductible	50% after the deductible plus the amount above the usual and customary fee
Lifetime Orthodontia Benefit Maximum		N/A		$1,500	

DENTAL PPO PREMIUMS

Your premiums are paid on a pre-tax basis.

Weekly Premiums		
Coverage Level	Dental Base PPO	Dental Buy-Up PPO
You only	$10.85	$12.32
You + 1 dependent	$21.88	$24.85
You + 2 dependents	$31.31	$35.58
You + 3 or more dependents	$34.67	$39.45

Semi-Monthly Premiums		
Coverage Level	Dental Base PPO	Dental Buy-Up PPO
You only	$23.50	$26.70
You + 1 dependent	$47.50	$53.84
You + 2 dependents	$67.85	$77.09
You + 3 or more dependents	$75.12	$85.48

DHMO PLAN FEATURES

CIGNA is the insurance company for the DHMO Dental Plan. The DHMO plan is based on a schedule of copays, rather than deductibles and coinsurance like the PPO plans. You must select a DHMO provider office to be eligible for benefits. There is no coverage for out-of-network dentists without prior approval from CIGNA Dental (except emergencies). The DHMO plan is only available in certain areas. If you are eligible to enroll based on your home zip code, the option will be presented to you when you enroll.

DHMO Dental ID Cards

When you enroll in the DHMO dental plan, CIGNA will mail you dental insurance cards. You may go to CIGNA's website www.cigna.com and log into your existing account/create a new account in order to print a replacement dental ID card.

Locating an in-network provider

To locate an in-network provide, log on to www.cigna.com, click on Find a Doctor or call CIGNA at (800) 244-6244.

DHMO PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the CIGNA DHMO plan. These are a few examples of the copays for typical dental treatments and services. A full description can be found in the CIGNA Schedule of Fees. Please see the Summary Plan Description for additional information.

CIGNA Dental DHMO		
Benefit Examples - CIGNA See Schedule of Fees	In-Network (Your copay)	Out-of-Network
Deductible	None	No Coverage
Annual Benefit Maximum Per Covered Person	None	No Coverage
Preventive and diagnostic services (e.g. exams, cleanings)	$0	No Coverage
Amalgam filling (silver colored) - 2 surfaces	$0	No Coverage
Composite filling (tooth-colored) - 1 surface	$0	No Coverage
Molar root canal (excluding final restoration)	$335	No Coverage
Comprehensive orthodontics - child (up to 19th birthday) -banding	$515	No Coverage
Periodic orthodontic visit - child - 24 month treatment fee	$2,040	No Coverage
Monthly fee (part of 24 month contract)	$85	No Coverage
Periodontal (gum) scaling & root planing - 1 quadrant	$83	No Coverage
Periodontal (gum) maintenance	$50	No Coverage
Crown – porcelain fused to high noble metal	$450	No Coverage

CIGNA DENTAL DHMO PREMIUMS

Your premiums are paid on a pre-tax basis.

Coverage Level	Weekly
You only	$4.65
You + 1 dependent	$8.63
You + 2 dependents	$11.70
You + 3 or more dependents	$13.30

Coverage Level	Semi-Monthly
You only	$10.07
You + 1 dependent	$18.69
You + 2 dependents	$25.36
You + 3 or more dependents	$28.83

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VISION BENEFITS

TruGreen LandCare offers a PPO vision plan through EyeMed to eligible employees.

VISION PLAN FEATURES

The vision plan covers expenses for routine eye exams, eyeglasses, and contact lenses and provides discounts on laser eye surgery. The vision plan provides in-network and out of-network coverage. If you obtain services from an out-of-network provider, you will need to submit a claim for reimbursement.

Vision ID Cards

When you enroll in the vision plan, EyeMed will mail you vision insurance cards. You can logon to www.eyemedvisioncare.com to print replacement cards.

Locating an in-network provider

To locate an in-network provider online, log on to www.eyemedvisioncare.com, click Find a Provider and choose the Select Plan network.

VISION PLAN HIGHLIGHTS

The chart below highlights the benefits provided for the PPO vision plan. A full description of services can be found in the Summary Plan Description.

Benefits	Vision Benefits	
	In-Network	Out-of-Network
	Plan Pays	
Vision Exam (Every 12 months)	100% after $10 copay	Up to $25
Prescription Lenses - Standard Plastic (Every 12 months)	100%	Up to $40
Elective Contact Lenses and Exam (Every 12 months)	$100 Allowance (15% discount on amount over allowance)	Up to $70
Frames (Every 12 months)	$100 Allowance (20% discount on amount over allowance)	Up to $30

VISION PREMIUMS

Your premiums are paid on a pre-tax basis.

Coverage Level	Weekly
You only	$1.24
You + 1 dependent	$2.48
You + 2 dependents	$3.10
You + 3 or more dependents	$3.42

Coverage Level	Semi-Monthly
You only	$2.69
You + 1 dependent	$5.38
You + 2 dependents	$6.73
You + 3 or more dependents	$7.40

Additional Benefits Include:

- Additional Pairs of glasses
  - 40% off retail price of a complete pair including prescription sunglasses
- Lens Options
  - Lens options available at a scheduled cost or discount up to 40%
- Other Add-ons and Services
  - 20% off retail price of vision care items purchased at an EyeMed provider
- LASIK and PRK Vision Correction
  - 15% off retail price
  - 5% off promotional price

LasikPlus is the featured provider and offers additional benefits. For additional details, go to www.eyemedvisioncare.com.

HEALTH CARE AND DEPENDENT DAY CARE FLEXIBLE SPENDING ACCOUNTS

TruGreen LandCare offers two types of Flexible Spending Accounts (FSAs) to eligible employees administered through Discovery Benefits: Health Care FSA and Dependent Day Care FSA. FSAs let you set aside pre-tax dollars from your paycheck to pay for many health care and dependent day care expenses. Please refer to the Summary Plan Description for additional information.

HEALTH CARE FSA FEATURES

The Health Care FSA allows you set aside pre-tax dollars from your paycheck to pay or be reimbursed for many health care expenses. The Health Care FSA is a "use it or lose it" account, which means that funds remaining in your account at the end of the plan year will be forfeited. You cannot transfer money from one FSA to another. You cannot claim expenses that are reimbursed through your Health Care FSA as a deduction on your income tax return. Employees enrolled in the Smart Saver Medical Plan cannot participate in the Health Care FSA. If you enroll in an FSA, you must reenroll in your FSA each year during open enrollment if you want to continue your contributions.

Contributions

If eligible, you may make contributions to the Health Care FSA up to the annual IRS maximum listed below. The plan year for the Health Care FSA ends on December 31 of each year; however, expenses may be incurred through March 15th of the following calendar year. For example, claims submitted for the 2014 plan year Health Care FSA can contain expenses incurred up to March 15, 2015. You cannot begin, stop, or change the amount of your Health Care FSA contributions during the calendar year unless you experience a qualifying event (e.g. marriage, divorce, birth, etc.). For additional information, please refer to the Summary Plan Description.

- **The 2014 annual minimum contribution to the Health Care FSA is $120.**
- **The 2014 annual maximum contribution to the Health Care FSA is $2,500.**

You have until March 15, 2015 to use the funds in your 2014 account. Make sure you use your funds and submit all your expenses by May 31, 2015 for reimbursement. 2014 funds remaining in your FSA on May 31, 2015 will be forfeited.

If your employment ends and you are enrolled in the health plans, you will be given the option to elect COBRA. If you have funds remaining in your Health Care FSA, by electing COBRA you will be able to continue using your funds by continuing contributions on an after-tax basis through the end of the plan year. If you do not elect COBRA and do not elect to continue your Health Care FSA, you will forfeit the remaining funds in your account. See the COBRA section in this Benefits Guide for additional information on COBRA.

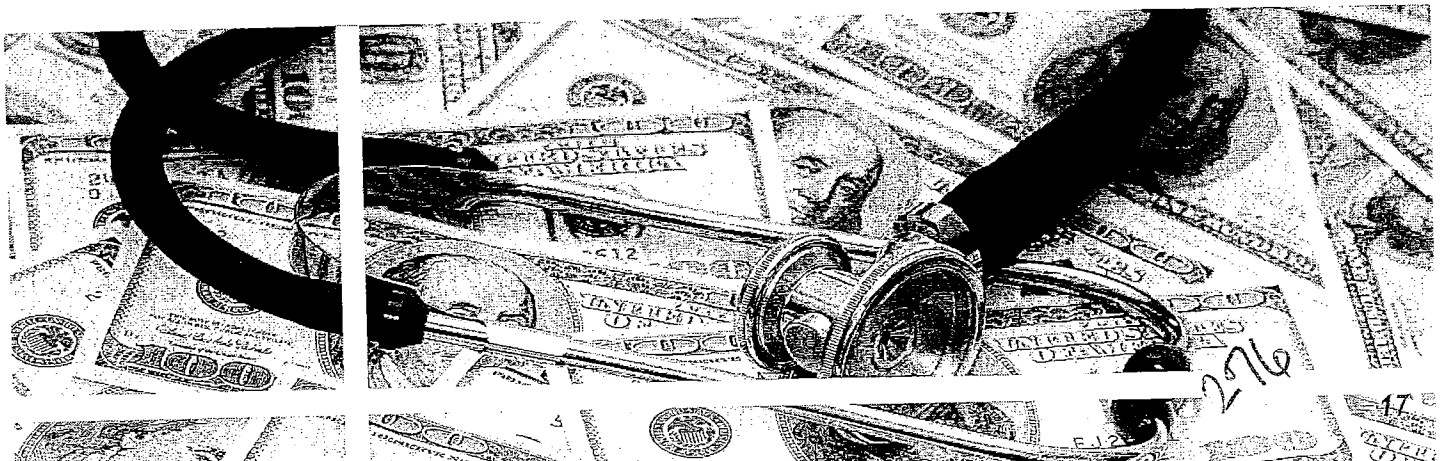
Debit Card

- The debit card from Discovery Benefits is a VISA® card that gives you an easy, automatic way to pay for your qualified health care expenses.
- It's important that you save all itemized receipts. The IRS requires that all FSA reimbursements be substantiated. Discovery Benefits may request a copy of your itemized receipts to validate that the expense was eligible for reimbursement.

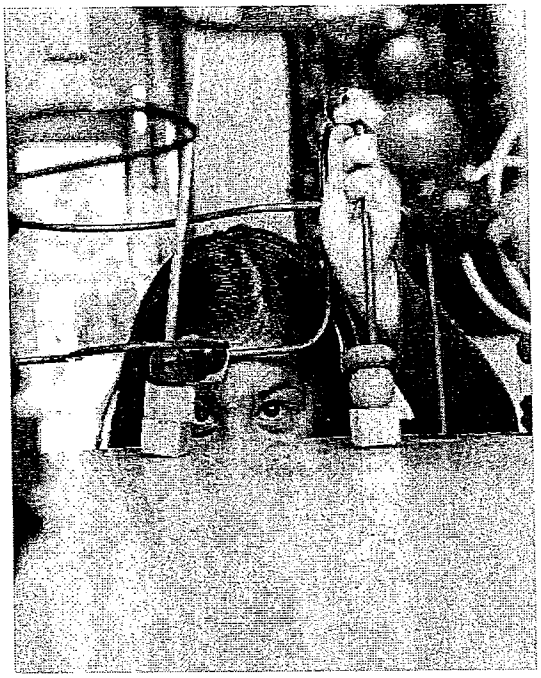
Eligible Expenses

Some examples of eligible expenses include:

- Deductibles, coinsurance, and copays not covered under the medical and dental plans
- Vision services, including contact lenses, eye exams, and eyeglasses
- Prescription copays and coinsurance
- Over the counter medications, if prescribed by a physician







DEPENDENT DAY CARE FSA FEATURES

The Health Care FSA allows you set aside pre-tax dollars from your paycheck to be reimbursed for many dependent day care expenses. The Dependent Day Care FSA is a "use it or lose it" account, which means that funds remaining in your account at the end of the plan year will be forfeited. You cannot transfer money from one FSA to another. You cannot claim expenses that are reimbursed through your Dependent Day Care FSA as a deduction on your income tax return. If you enroll in an FSA, you must reenroll in your FSA each year during open enrollment if you want to continue your contributions.

Contributions

If eligible, you may make contributions to the Dependent Day Care FSA up to the annual IRS maximum listed below. The plan year for the Dependent Day FSA ends on December 31 of each plan year. You cannot begin, stop, or change the amount of your Dependent Day Care FSA contributions during the calendar year unless you experience a qualifying event (e.g. marriage, divorce, birth, etc.). However, if you experience a significant increase or decrease in the cost of your dependent day care expenses during the calendar year, you may change your Dependent Day Care FSA contributions. For additional information, please refer to the Summary Plan Description.

- **The 2014 annual minimum contribution to the Dependent Day Care FSA is $120.**
- **The 2014 annual maximum contribution to the Dependent Day Care FSA is $5,000.**

Make sure you use your 2014 funds by December 31, 2014 and submit all your expenses by May 31, 2015 for reimbursement. 2014 funds remaining in your FSA on May 31, 2015 will be forfeited.

Reimbursement of Expenses

You will need to submit your receipts for reimbursement of your eligible expenses to Discovery Benefits. There is no debit card with the Dependent Day Care FSA.

Eligible Expenses

Some examples of eligible expenses include:

- Child day care expenses for children under 13
- Adult dependent day care expenses
- Expenses for an individual to provide care either in or out of your home
- Nursery schools and preschools (excluding kindergarten)

Additional information on FSAs is available from Discovery Benefits at www.discoverybenefits.com.

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BASIC EMPLOYEE LIFE INSURANCE

TruGreen LandCare provides basic employee life insurance to eligible employees of one time (1x) your annual salary up to a maximum of $300,000 through Lincoln Financial Group at no cost to you. Your earnings for your life insurance are based on your annual base salary as of October 25 each year or your date of hire, whichever is later. Please refer to the Summary Plan Description for additional details and for information regarding the age reduction clauses.

VOLUNTARY EMPLOYEE LIFE INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to purchase additional employee life insurance through Lincoln Financial Group beyond what is provided as basic life insurance. If you are within your first 31 days of eligibility, you are eligible to purchase up to the guarantee issue amount with no evidence of insurability (amounts over guarantee issue amount will be subject to evidence of insurability). If you are past your initial enrollment period, you will need to complete an Evidence of Insurability form for all amounts. Please refer to the Summary Plan Description for additional details and for information regarding the age reduction clauses.

	Benefit Amount	Maximum Benefit	Guarantee Issue
Employee	1x, 2x, 3x, 4x, or 5x	$900,000	$200,000
	annual earnings	(combined basic & voluntary life)	

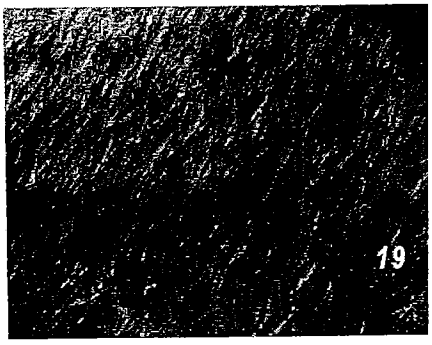
VOLUNTARY EMPLOYEE LIFE PREMIUMS

Life insurance premiums are broken down into age bands. Whatever age band you are in as of the effective date of coverage will be the age used to calculate your premium. Your earnings for your life insurance are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

Voluntary Employee Life Premiums		
Your Age	Annual Rates Per $1000 of Coverage	
	Non-Smoker	Smoker
<25	$0.72	$1.15
25-29	$0.96	$1.44
30-34	$1.20	$1.50
35-39	$1.56	$1.87
40-44	$1.68	$2.66
45-49	$2.88	$4.39
50-54	$5.16	$7.90
55-59	$7.80	$11.70
60-64	$12.60	$18.76
65-69	$21.36	$32.04
>70	$41.52	$62.35



Your premiums are paid on an after-tax basis. You may use the calculation below to calculate your premiums using the rate table above. The rates will be calculated for you when you enroll on the TruGreen LandCare Benefits Enrollment Portal or contact the TruGreen LandCare Benefits Service Center.



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VOLUNTARY EMPLOYEE LIFE PREMIUM CALCULATION

Voluntary Employee Life Premium Calculation							
Weekly Premium Example: 43 year old, non-smoker - elects Voluntary Employee Life Insurance of 2x annual base salary							
Annual base salary = $25,000; Elected benefit: $25,000 x 2 = $50,000							
$50,000	/ 1,000	x	$1.68	/ 52	=	$1.62	per pay period
(Benefit)			(Rate)				
Use this formula to calculate your premiums							
Weekly							
$ _____	/ 1,000	x	$ _____	/ 52	=	$ _____	per pay period
(Benefit)			(Rate)				
Semi-Monthly							
$ _____	/ 1,000	x	$ _____	/ 24	=	$ _____	per pay period
(Benefit)			(Rate)				

LIFE INSURANCE BENEFICIARIES

When you enroll in your life insurance through the TruGreen LandCare Benefits Enrollment Portal or the TruGreen LandCare Benefits Service Center, be sure to designate a beneficiary for your life insurance. If you have been married or divorced or had a baby since the last time you updated your beneficiaries you should review your beneficiaries. Even if you are not making any changes to your benefit elections, you should review and update your life insurance beneficiaries.

VOLUNTARY DEPENDENT LIFE INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to elect dependent life insurance through Lincoln Financial Group. Dependent Life insurance covers your spouse and/or children and pays a benefit to you if a covered dependent dies.

VOLUNTARY DEPENDENT LIFE INSURANCES FEATURES

Dependent life insurance is optional. You pay the full cost of any coverage you elect. You are automatically the beneficiary for any dependent coverage. You may choose from the five (5) coverage amounts listed in the table below. The maximum coverage amount for your spouse is $100,000. The maximum coverage amount for your children is $25,000 per child. No dependent can have a coverage amount that is more than 100% of your basic and voluntary employee life insurance combined.

If you do not enroll when you are first eligible, and decide to enroll later, you can only choose coverage for your spouse and/or children of $15,000 and $2,000 respectively. In addition, you can only increase your coverage amount by one (1) level during each annual open enrollment. Evidence of insurability (EOI) is required for both $75,000 and $100,000 amounts of spouse dependent life insurance. If EOI is not completed as required, your spouse will automatically be covered at $50,000 level, which is the highest coverage amount that does not require EOI.

If your spouse or child also works for TruGreen LandCare and is eligible for basic employee life insurance, you may cover that dependent under the dependent life insurance program. In addition, if you and your spouse are both employees, you both may cover your children as dependents. Please refer to the Summary Plan Description for additional information.

VOLUNTARY DEPENDENT LIFE INSURANCE PREMIUMS

Your premiums are paid on an after-tax basis.

Dependent Life Insurance		
Spouse/Children Coverage Amounts	**Weekly**	**Semi-Monthly**
$15,000/$2,000	$0.86	$1.86
$25,000/$5,000	$1.45	$3.15
$50,000/$10,000	$2.93	$6.35
$75,000/$15,000	$4.36	$9.45
$100,000/$25,000	$6.12	$13.25

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VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to elect accidental death and dismemberment (AD&D) insurance through Lincoln Financial Group.

AD&D INSURANCE FEATURES

Accidental death and dismemberment insurance pays a benefit in the event of certain serious injuries or death due to an accident. You can elect coverage for yourself, your spouse, and/or your children. You must elect coverage for yourself before you can cover your dependents. You are automatically the beneficiary for any benefits paid if a covered dependent dies.

COVERAGE AMOUNTS

You can choose coverage for yourself from $20,000 to $100,000 in multiples of $10,000, or from $150,000 to $750,000 in multiples of $50,000. Please see the table below. The maximum amount of coverage for you is the lesser of 10 times your annual earnings or $750,000. Your spouse's coverage is 60% of your coverage. Maximum coverage for your spouse is $450,000. Each child's coverage is 30% of your coverage. Maximum coverage per child is $25,000.

WHEN BENEFITS ARE PAID

AD&D coverage pays a benefit only if death or certain serious injuries occur as the result of an accident. Death must occur within 365 days of the accident. Injury sustained in the accident must result in one covered loss or more within 365 days of the accident. The accident must occur while you or your dependent is covered under the plan.

Please refer to the Summary Plan Description for additional information.

VOLUNTARY AD&D PREMIUMS

Your premiums are paid on an after-tax basis.

	Accidental Death & Dismemberment Insurance Premiums			
	Weekly		Semi-Monthly	
Coverage Amount	You Only	You & Family	You Only	You & Family
$20,000	$0.07	$0.11	$0.15	$0.23
$30,000	$0.10	$0.16	$0.23	$0.35
$40,000	$0.14	$0.21	$0.30	$0.46
$50,000	$0.17	$0.27	$0.38	$0.58
$60,000	$0.21	$0.32	$0.45	$0.69
$70,000	$0.24	$0.37	$0.53	$0.81
$80,000	$0.28	$0.42	$0.60	$0.92
$90,000	$0.31	$0.48	$0.68	$1.04
$100,000	$0.35	$0.53	$0.75	$1.15
$150,000	$0.52	$0.80	$1.13	$1.73
$200,000	$0.69	$1.06	$1.50	$2.30
$250,000	$0.87	$1.33	$1.88	$2.88
$300,000	$1.04	$1.59	$2.25	$3.45
$350,000	$1.21	$1.86	$2.63	$4.03
$400,000	$1.38	$2.12	$3.00	$4.60
$450,000	$1.56	$2.39	$3.38	$5.18
$500,000	$1.73	$2.65	$3.75	$5.75
$550,000	$1.90	$2.92	$4.13	$6.33
$600,000	$2.08	$3.18	$4.50	$6.90
$650,000	$2.25	$3.45	$4.88	$7.48
$700,000	$2.42	$3.72	$5.25	$8.05
$750,000	$2.60	$3.98	$5.63	$8.63

SHORT TERM DISABILITY INSURANCE

TruGreen LandCare provides short term disability insurance at no cost to eligible employees through Lincoln Financial Group. Short Term Disability provides a benefit if you are unable to work because of a non-work related illness or injury.

SHORT TERM DISABILITY FEATURES

Your coverage under the short term disability program becomes effective on the first day of the month following completion of 12 consecutive months of full time employment. For employees who transition from ineligible to eligible, any time worked as ineligible will count toward the 12 consecutive month waiting period. The short term disability provides a benefit as a percent of your base salary depending on your length of service with TruGreen LandCare. The short term disability benefit pays 60% of your earnings for 1-5 years of service or 80% of your earnings for 6+ years of service up to $15,000 per month. Your payments may be reduced by deductible sources of income such as social security benefits and other sources of disability earnings. Your earnings for your short term disability are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

If Lincoln determines that you are eligible for short term disability payments, benefits begin on the eighth (8th) calendar day of disability for illness or injury and may continue for up to 13 weeks. Absences due to maternity may begin on the first (1st) calendar day. Please refer to the Summary Plan Description for additional information.

LONG TERM DISABILITY INSURANCE

TruGreen LandCare provides eligible employees the opportunity to purchase long term disability insurance through Lincoln Financial Group. Long term disability insurance provides a benefit if you are unable to work on a long term basis because of a non-work related illness or injury.

LONG TERM DISABILITY FEATURES

Your coverage under the long term disability program becomes effective on the date following completion of 12 consecutive months of employment for eligible employees. For employees who transition from ineligible to eligible, any time worked as ineligible will count toward the 12 consecutive month waiting period. Long term disability provides you with the option to elect coverage for up to 50% or 60% of your annual salary to a maximum of $10,000 per month. Your payments may be reduced by deductible sources of income such as social security benefits and other sources of disability earnings.

If Lincoln determines that you are eligible for long term disability payments, benefits begin after 90 calendar day of disability for illness or injury. If you become disabled before age 60, benefits may be paid until you reach age 65 as long as you remain disabled. If you become disabled after age 60, benefits may be paid for a benefit period ranging from 12 to 60 months depending on your age as long as you remain disabled. Please refer to the Summary Plan Description for additional information.

LONG TERM DISABILITY PREMIUMS

Long Term Disability premiums are based on a monthly rate per $100 of earnings. Your earnings for your long term disability premiums are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

Monthly Rates per $100 of Earnings	
50% Option	$0.34
60% Option	$0.66

Your premiums are paid on an after-tax basis. You may use the calculation below to calculate your premiums using the rate table above. The rates will be calculated for you when you enroll on the TruGreen LandCare Benefits Enrollment Portal or contact the TruGreen LandCare Benefits Service Center.

LONG TERM DISABILITY PREMIUM CALCULATION

Long Term Disability Premium Calculation								
Weekly Premium Example: 50% Option								
Annual base salary = $27,400 (divided by 12 months = $2,283)								
$2,283	/ 100	x	$0.34	x 12	/ 52	=	$1.79	per pay period
(Monthly Earnings)			(Rate)					
Use this formula to calculate your premiums								
(monthly earnings are determined by dividing annual base salary by 12 months.)								
Weekly								
$	/ 100	x	$	x 12	/ 52	=		per pay period
(Monthly Earnings)			(Rate)					
Semi-Monthly								
$	/ 100	x	$	x 12	/ 24	=		per pay period
(Monthly Earnings)			(Rate)					
50% option monthly earnings cannot exceed $20,000; 60% option monthly earnings cannot exceed $16,667								

LEGAL SERVICES

TruGreen Landcare offers eligible employees the opportunity to enroll in voluntary legal services with the MetLaw program, offered through Hyatt Legal Services (A MetLife Company). MetLaw has a nationwide network of over 9,000 attorneys and offers telephone and in-person consultations on a wide range of personal legal services, including:

- Estate Planning
- Family Law
- Real Estate Matters
- Document Preparation
- Financial Matters
- Court Appearances

LEGAL SERVICES PREMIUMS

Your premiums are paid on an after-tax basis.

Legal Services		
	Weekly	**Semi-Monthly**
Coverage	$4.15	$9.00

You may go to www.legalplans.com or call (800) 821-6400 for additional information. Please refer to the Summary Plan Description for additional information.

BUSINESS TRAVEL ACCIDENT INSURANCE

TruGreen LandCare provides Business Travel Accident (BTA) insurance through Zurich at no cost to eligible employees. BTA insurance pays a benefit if you die or sustain certain serious injuries in an accident while traveling on approved TruGreen LandCare business. It also pays a benefit if your spouse or children have been approved to accompany you and die or sustain serious injuries in an accident while accompanying you on approved TruGreen LandCare business travel. Coverage amount is up to $100,000 per covered person. Please refer to the Summary Plan Description for additional information.

TUITION REIMBURSEMENT

TruGreen LandCare provides reimbursement for certain tuition expenses to eligible employees through the Tuition Reimbursement policy. Eligibility is based upon the employee meeting current position standards of performance and budget availability. Advanced approval must be obtained for coursework that will contribute to the overall profitability, revenue growth, or efficiency of the business unit or is relevant to and incorporated into a formal professional development plan. Reimbursement may be up to an annual maximum amount of $1,500 after six (6) months of employment. Please see the Employee Handbook for additional information.

HOLIDAYS



TruGreen LandCare provides paid time off to eligible employees for seven (7) specific holidays during the year through the Holiday policy.

TruGreen LandCare observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

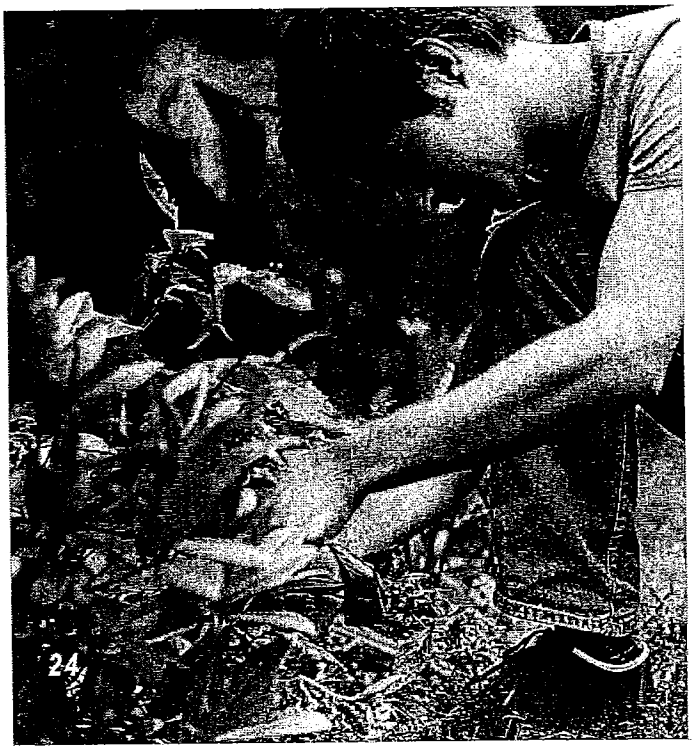
Holidays observations may vary by branch or location, so please refer to your branch or location postings for exact dates. In addition, please refer to the Employee Handbook for additional information.

VACATION



TruGreen LandCare provides paid time off during the year to eligible employees through the Vacation policy. Vacation days may be used for vacation, for when you are sick, to care for a family member, or for any other personal reason for which you need to take time off from work. You must receive approval in advance of taking vacation time. Please note that TruGreen LandCare does not provide paid sick days. You must be employed for six (6) months before you begin to accrue vacation and prior to taking any vacation days. Your accrual rate depends on your length of employment. Please refer to the Employee Handbook for additional information.

OTHER PAID LEAVE



TruGreen LandCare provides paid time off during the year to eligible employees through the funeral leave, jury and witness duty, and voting time off policies. Please refer to the Employee Handbook for additional information.



401(K) RETIREMENT PLAN

TruGreen LandCare provides a 401(k) Retirement Plan administer through Prudential. All employees age 18 or older are eligible to participate in the 401(k) Retirement Plan after the completion of 90 days of employment.

401(K) PLAN FEATURES

Automatic Enrollment

As a new hire, you will be automatically enrolled in the 401(k) Plan at a deferral rate of 3% of your eligible pay, unless you decline participation prior to your eligibility date, which is the first of the month following your first 90 days of employment. This deferral amount will be deducted from your paycheck each pay period and invested in an age appropriate GoalMaker® portfolio. GoalMaker is an optional asset allocation program available at no additional cost. As part of your enrollment, you will also be enrolled in the Contribution Acceleration feature that automatically increases your contribution amount by one percent each year. If you are a rehire who was previously participating in the 401(k) Plan, your automatic enrollment deferral rate may be a different percentage and will start shortly after your rehire date.

Enrollment Deadlines and Deferral Changes

As a new hire, if you wish to opt out, you must decline enrollment prior to the first of the month following your first 90 days of employment. Otherwise, you will be automatically enrolled in the 401(k) Plan. You can typically contact Prudential as early as within the first two (2) weeks of your hire date. If you are a rehire who was previously eligible to participate, you will be automatically enrolled shortly after your rehire date. If you wish to cancel your automatic enrollment, you must contact Prudential as soon as you are rehired. If you wish to have money deducted from your paycheck, no action is required. You can, however, contact Prudential to select your investments funds, elect a deferral rate, and identify beneficiaries.

If at any time you wish to change your deferral or decline enrollment, you may contact Prudential directly on their toll free number at 1-877-778-2100. Representatives are available to assist you weekdays from 8 a.m. to 9 p.m., ET. You may also contact Prudential through the participant website at www.prudential.com/online/retirement.

401(K) PLAN HIGHLIGHTS

The chart below highlights a few of the 401(k) Plan features. Please refer to the Summary Plan Description for additional information.

401(k) Plan	
Plan Number 767561	
Eligibility	All employees age 18 or older are eligible to participate in the 401(k) Retirement Plan after the completion of 90 days of employment.
Automatic Enrollment	You are automatically enrolled in the 401(k) Plan at a 3% contribution rate on the first of the month after completing 90 days of employment. To opt out/decline enrollment, you need to contact Prudential.
Contribution Acceleration	The plan provides annual automatic contribution rate increases from 3% to a maximum of 10%. Automatic increases will occur annually in 1% increments up to the maximum of 10% unless you opt out of this Contribution Acceleration feature.
Contribution Limits	You can contribute from 1% up to 75% of your eligible earnings, in 1% increments, up to the IRS annual limit.
TruGreen LandCare Matching Contributions	TruGreen LandCare will make a safe harbor matching contribution for each contribution you make to the plan. You will receive a dollar-for-dollar match on the first 1% you contribute, and a 50¢-per-dollar match on the next 2% to 6% you contribute.
Vesting	You are always 100% vested in your contributions to the plan. You are fully vested in the TruGreen LandCare matching safe harbor contributions after two (2) years of service.
Advantages of Participation	Pre-tax deductions– Your contributions are deducted before taxes are taken out, which reduces your current taxable income.
	Possible tax-deferred growth– Earnings on your account are tax-free until you withdraw your money.
	Variety of investment options– You can select GoalMaker (a pre-mixed retirement fund based on the year in which you turn age 65) or create your own portfolio from the plan's investment offerings.
Distributions	You may not withdraw 401(k) dollars unless your employment with TruGreen LandCare is terminated. If you terminate, contact Prudential at (877) 778-2100 or www.prudential.com/online/retirement to discuss your distribution options.
Beneficiaries	You must designate a beneficiary(ies) for your 401(k) Retirement Plan account. You can do this by going to www.prudential.com/online/retirement or by calling Prudential at (877) 778-2100.

401(K) PLAN ACCOUNT MANAGEMENT

The most efficient way to access and manage your account is by using the Prudential participant website at www.prudential.com/online/retirement. Once you register for your account, below are some of the features you may have access to use:

- Change your deferral amount
- Select new investments
- Add a beneficiary(ies)
- Add or cancel your deferral
- Opt out of Contribution Accelerator feature
- Access your quarterly statement

You may also utilize the Retirement Income Calculator on Prudential's website, as well as the Retirement Planning Section to review various articles.

ADDITIONAL INFORMATION

Prudential will mail you a Retirement Workbook within your first 90 days of employment to the address you provided to TruGreen LandCare. Please review this Retirement Workbook carefully.

In addition, please review the TruGreen LandCare LLC 401(k) Plan required Notices for additional information about the Plan. Please refer to the Summary Plan Description for additional information.

TERMINATION OF EMPLOYMENT

When you leave the company due to layoff, termination, or retirement, your contributions will end in your last paycheck that includes eligible earnings. Below are the rollover/distribution options if you are a participant at the time you leave the company.

Distribution Options

Approximately 30 days after you leave employment with TruGreen LandCare, Prudential will mail you a distribution package to your address on file. This will provide you with information about your various account distribution options and the applicable tax implications. At the time you leave the company, you may instruct Prudential to rollover your vested account balance to another qualified employer retirement plan or individual retirement account (IRA) or you may initiate a taxable distribution payable to you.

If your vested account balance in the 401(k) plan is less than $5,000 the account balance will be distributed automatically from the plan. Automatic distributions occur on a quarterly basis. Approximately 30 days before the scheduled automatic distribution date, Prudential will send a letter to you notifying you of the upcoming required distribution. If no response is received by the expiration of the response period and your account balance is between $1,000 and $5,000, the account will automatically be rolled over to a new IRA established at Prudential and placed in a money market type investment. If no response is received by the expiration of the response period and your account balance is less than $1,000, the account will be paid as a taxable distribution directly to you via check. If your vested account balance in the 401(k) plan is $5,000 or greater, you may keep your balance in the plan until such time as you must start receiving required minimum distributions from your account (currently age 70 ½ under IRS rules). For all rollovers and account distributions, Prudential will send you a Form 1099-R in January of the year following the distribution. The Form 1099-R should be used to complete required tax return filings. For more information about 401(k) plan distribution options, you may contact the Prudential at 877-778-2100.

Loans

At the time you leave the company, you have the option to repay an outstanding 401(k) loan balance, if applicable, in full by the last day of the quarter following the quarter during which your date of termination occurred. If you do not repay the outstanding loan balance in full, the amount will be deemed a distribution to you and will be considered a taxable event during the year it is processed. You will subsequently be required to report the loan as income and pay appropriate taxes as necessary. Prudential will send you a Form 1099-R in January of the year following the deemed distribution. The Form 1099-R should be used to complete required tax filings. For more information about repaying an outstanding loan balance in full, you may contact the Prudential at 877-778-2100.



EMPLOYEE ASSISTANCE PROGRAM



TruGreen LandCare provides an Employee Assistance Program (EAP) called the EmployeeConnect program provided through Lincoln Financial Group at no cost to you. All employees and their immediate family members are eligible for the EAP. You can turn to the EAP for anything that affects your job or personal life, including:

- Job or work stress
- Alcohol or drug dependencies
- Marital problems
- Self-esteem
- Family or parenting issues
- Financial and legal issues
- Burnout
- Anger management
- Grief, anxiety or depression
- Childcare, eldercare, and adoption

The confidential EAP is available 24 hours a day, 365 days a year from any location by calling (877) 757-7587. You may also access the EAP website at www.eapadvantage.com (password=connect).

LIFEKEYS



TruGreen LandCare provides a service called LifeKeys Services provided through Lincoln Financial Group at no cost to you. All employees are eligible to utilize these services. LifeKeys can assist you with will preparation, online Guidance Resources on topics, such as laws and regulations, or money and investments, and Identity Theft protection. To access LifeKeys service, you may call (855) 891-3684 or visit www.Lincoln4Benefits.com (Web ID = LifeKeys).

TRAVELCONNECT



TruGreen LandCare provides a program called TravelConnect provided through Lincoln Financial Group at no cost to you. All employees are eligible to utilize this program. The TravelConnect program focuses on travel, medical, and safety-related services you may need while traveling, such as weather forecasts or medical evacuation. Travel assistance services are subject to specific terms, conditions, and limitations. To access TravelConnect services, go to www.Lincoln4Benefits.com or call (800) 527-0218 (ID number = 322541).

WORKERS' COMPENSATION INSURANCE PROGRAM



TruGreen LandCare provides a comprehensive workers' compensation insurance program at no cost to all employees through Zurich. Workers' compensation is an insurance program that is provided in accordance with state laws; therefore, some aspects of coverage may vary from state to state. TruGreen LandCare will comply with applicable state laws regarding workers' compensation leaves of absence where those laws exceed the provisions of this policy. This program covers injuries and illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if you are hospitalized, immediately.

Depending on your state, your workers' compensation benefits may be provided to you directly through the workers' compensation carrier or through a state workers' compensation insurance board. Benefits may include payments for lost time income and eligible medical expenses. TruGreen LandCare will grant eligible employees unpaid workers' compensation leaves of absence due to a work-related injury or illness. A leave is required if an absence will exceed five (5) consecutively scheduled working days. Absences due to workers' compensation leave will be designated as leave under the Family and Medical Leave Act (FMLA) to the extent permissible by law. Please refer to the Employee Handbook for additional information.

COBRA (AND OTHER BENEFITS AFTER YOU TERMINATE EMPLOYMENT)

MEDICAL, DENTAL, VISION, AND HEALTH CARE SPENDING ACCOUNT COVERAGE

COBRA coverage is a temporary continuation of health care coverage when it otherwise would end because of a life event known as a qualifying event, such as termination of employment.

If your employment ends, or you or your dependents lose eligibility under the plan, your coverage will end on your termination date, or date of loss of eligibility. You or your dependent will be given the option to elect COBRA to continue your elected medical, dental, vision, and Health Care Flexible Spending Account benefits. Once a COBRA event occurs, Discovery Benefits, our COBRA Administrator, will mail you a COBRA continuation notice and a COBRA election notice within 14 days after receiving notice of your termination from service. You will also be sent a Certification of Group Health Plan Coverage (HIPAA Certificate). This information will be sent to the last address that you provided to TruGreen LandCare. You may call Discovery Benefits at (866) 451-3399 for questions or to make elections.

Please note that if you have remaining funds in your Health Care FSA, by electing COBRA you will be able to continue using your funds as well as continue contributing on an after-tax basis your monthly elected amount through the end of the plan year. If you do not elect COBRA and do not elect to continue your Health Care FSA, you will forfeit the remaining funds in your account.

The following rates represent the total monthly COBRA cost of each plan. Please note that when you enroll in COBRA, your rates will be prorated for any partial month of COBRA coverage.

2014 MONTHLY COBRA PREMIUMS			
Coverage Level			
Medical	**Smart Saver Medical Plan**	**Choice PPO Medical Plan**	
You only	$281.46	$320.04	
You +1 dependent	$657.93	$803.36	
You +2 dependent	$657.93	$803.36	
You +3 or more dependents	$657.93	$803.36	
Dental	**Dental Base PPO**	**Dental Buy-Up PPO**	**DHMO**
You only	$47.94	$54.47	$20.53
You +1 dependent	$96.70	$109.83	$38.13
You +2 dependent	$138.40	$157.26	$51.73
You +3 or more dependents	$153.24	$174.38	$58.80
Vision	**Vision PPO Plan**		
You only	$5.49		
You +1 dependent	$10.98		
You +2 dependent	$13.72		
You +3 or more dependents	$15.10		

Please call Discovery Benefits at (866) 451-3399 with any questions.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

When you leave employment, you may be able to continue basic employee, voluntary employee life, dependent life, and/or AD&D insurance through portability or conversion to individual policies. To continue coverage, you (and your spouse, if applicable) must submit the Life Insurance Conversion Privilege or Life Insurance Election of Portability Coverage application to Lincoln within 31 days after your employment ends. You must call Lincoln at (800) 423-2765 for forms and information.

LEGAL SERVICES PLAN

When you leave the company, you may continue the legal services plan through direct enrollment with Hyatt Legal Plans. You must enroll within 30 days of the date your employment ends. You must call Hyatt Legal Plans at (800) 821-6400 for information.

OTHER BENEFITS

There is no continuation of coverage available for the Employee Assistance Program, dependent day care flexible spending account, short term disability, long term disability, or the business travel accident insurance.

IMPORTANT NOTICES

IMPORTANT NOTICE FROM TRUGREEN LANDCARE ABOUT YOUR PRESCRIPTION DRUG COVERAGE AND MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with TruGreen LandCare and about your options under Medicare's prescription drug coverage. This information can help you decide whether you want to join a Medicare drug plan. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

If neither you nor any of your covered dependents are eligible for or have Medicare, this notice does not apply to you or your dependents, as the case may be. However, you should still keep a copy of this notice in the event you or a dependent should qualify for coverage under Medicare in the future. Please note, however, that later notices might supersede this notice.

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. TruGreen LandCare has determined that the prescription drug coverage offered by the TruGreen LandCare Employee Health Care Plan ("Plan") is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is considered "creditable" prescription drug coverage. This is important for the reasons described below.

Because your existing coverage is, on average, at least as good as standard Medicare prescription drug coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to enroll in a Medicare drug plan, as long as you later enroll within specific time periods.

Enrolling in Medicare—General Rules

As some background, you can join a Medicare drug plan when you first become eligible for Medicare. If you qualify for Medicare due to age, you may enroll in a Medicare drug plan during a seven-month initial enrollment period. That period begins three months prior to your 65th birthday, includes the month you turn 65, and continues for the ensuing three months. If you qualify for Medicare due to disability or end-stage renal disease, your initial Medicare Part D enrollment period depends on the date your disability or treatment began. For more information you should contact Medicare at the telephone number or web address listed below.

Late Enrollment and the Late Enrollment Penalty

If you decide to wait to enroll in a Medicare drug plan you may enroll later, during Medicare Part D's annual enrollment period, which runs each year from October 15 through December 7. But as a general rule, if you delay your enrollment in Medicare Part D, after first becoming eligible to enroll, you may have to pay a higher premium (a penalty).

If after your initial Medicare Part D enrollment period you go **63 continuous days or longer without "creditable" prescription drug coverage** (that is, prescription drug coverage that's at least as good as Medicare's prescription drug coverage), your monthly Part D premium may go up by at least 1 percent of the premium you would have paid had you enrolled timely, for every month that you did not have creditable coverage.

For example, if after your Medicare Part D initial enrollment period you go 19 months without coverage, your premium may be at least 19 percent higher than the premium you otherwise would have paid. You may have to pay this higher premium for as long as you have Medicare prescription drug coverage. However, there are some important exceptions to the late enrollment penalty.

Special Enrollment Period Exceptions to the Late Enrollment Penalty

There are "special enrollment periods" that allow you to add Medicare Part D coverage months or even years after you first became eligible to do so, without a penalty. For example, if after your Medicare Part D initial enrollment period you lose or decide to leave employer-sponsored or union-sponsored health coverage that includes "creditable" prescription drug coverage, you will be eligible to join a Medicare drug plan at that time.

In addition, if you otherwise lose other creditable prescription drug coverage (such as under an individual policy) through no fault of your own, you will be able to join a Medicare drug plan, again without penalty. These special enrollment periods end two months after the month in which your other coverage ends.

Compare Coverage

You should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. See the Plan's summary plan description for a summary of the Plan's prescription drug coverage. If you don't have a copy, you can get one by contacting us at the telephone number or address listed below.

Coordinating Other Coverage With Medicare Part D

Generally speaking, if you decide to join a Medicare drug plan while covered under the TruGreen LandCare Plan due to your employment (or someone else's employment, such as a spouse or parent); your coverage under the TruGreen LandCare Plan will not be affected. For most persons covered under the Plan, the Plan will pay prescription drug benefits first, and Medicare will determine its payments second. For more information about this issue of what program pays first and what program pays second, see the Plan's summary plan description or contact Medicare at the telephone number or web address listed below.

If you do decide to join a Medicare drug plan and drop your TruGreen LandCare prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back. To regain coverage you would have to re-enroll in the Plan, pursuant to the Plan's eligibility and enrollment rules. You should review the Plan's summary plan description to determine if and when you are allowed to add coverage.

For More Information About This Notice or Your Current Prescription Drug Coverage

Contact the person listed below for further information, or call (866) 900-3062. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through TruGreen LandCare changes. You also may request a copy.

For More Information About Your Options Under Medicare Prescription Drug Coverage

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit **www.medicare.gov**.
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help,
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at **www.socialsecurity.gov**, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and whether or not you are required to pay a higher premium (a penalty).

Date:	November 2013
Name of Entity/Sender:	TruGreen LandCare, LLC
Contact—Position/Office:	Benefits Manager
Address:	9416 Doctor Perry Rd., Ijamsville, MD 21754
Phone Number:	(866) 900-3062

Nothing in this notice gives you or your dependents a right to coverage under the Plan. Your (or your dependents') right to coverage under the Plan is determined solely under the terms of the Plan.

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HIPAA PRIVACY REMINDER

The privacy rules under the Health Insurance Portability and Accountability Act (HIPAA) require TruGreen LandCare, LLC to periodically send a reminder to participants about the availability of the Plan's Privacy Notices and how to obtain that notice. The Privacy Notice explains participants' rights and the plan's legal duties with respect to protected health information (PHI) and how the plan may use and disclose PHI. You can obtain a copy of the Privacy Notice by contacting the TruGreen LandCare Benefits Service Center or logging into the Benefits Enrollment Portal. Please refer to the Summary Plan Description for additional information.

WOMEN'S HEALTH AND CANCER RIGHTS NOTICE

TruGreen LandCare Employee Health Care Plan is required by law to provide you with the following notice:

The Women's Health and Cancer Rights Act of 1998 ("WHCRA") provides certain protections for individuals receiving mastectomy-related benefits. Coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedemas.

The TruGreen LandCare Employee Health Care Plan provide(s) medical coverage for mastectomies and the related procedures listed above, subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information on WHCRA benefits, please refer to your Summary Plan Description, BCBST, or contact your Plan Administrator.

NOTICE OF RIGHT TO DESIGNATE PRIMARY CARE PROVIDER AND OF NO OBLIGATION FOR PRE-AUTHORIZATION FOR OB/GYN CARE

You do not need prior authorization from TruGreen LandCare Employee Health Care Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the BCBST at (800) 565-9140.

NOTICE OF SPECIAL ENROLLMENT RIGHTS

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to later enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage).

Loss of eligibility includes but is not limited to:

- Loss of eligibility for coverage as a result of ceasing to meet the plan's eligibility requirements (i.e., legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction in the number of hours of employment);
- Loss of HMO coverage because the person no longer resides or works in the HMO service area and no other coverage option is available through the HMO plan sponsor;
- Elimination of the coverage option a person was enrolled in, and another option is not offered in its place;
- Failing to return from an FMLA leave of absence; and
- Loss of coverage under Medicaid or the Children's Health Insurance Program (CHIP).

Unless the event giving rise to your special enrollment right is a loss of coverage under Medicaid or CHIP, you must request enrollment within 31 days after your or your dependent's(s') other coverage ends (or after the employer that sponsors that coverage stops contributing toward the coverage).

If the event giving rise to your special enrollment right is a loss of coverage under Medicaid or CHIP, you may request enrollment under this plan within **60 days** of the date you or your dependent(s) lose such coverage under Medicaid or CHIP. Similarly, if you or your dependent(s) become eligible for a state-granted premium subsidy toward this plan, you may request enrollment under this plan within **60 days** after the date Medicaid or CHIP determine that you or the dependent(s) qualify for the subsidy.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

To request special enrollment or obtain more information, contact: TruGreen LandCare Benefits Service Center number is (866) 900-3062.

HEALTH INSURANCE MARKETPLACE NOTICE

New Health Insurance Marketplace Coverage Options and Your Health Coverage

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.[1]

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact TruGreen LandCare Benefits Service Center at (866) 900-3062.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit www.HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

[1] An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

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PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name TruGreen LandCare, LLC	**4. Employer Identification Number (EIN)** 36-4313318	
5. Employer address 9416 Doctor Perry Rd	**6. Employer phone number** (301) 874-3300	
7. City Ijamsville	**8. State** MD	**9. ZIP code** 21754
10. Who can we contact about employee health coverage at this job? TruGreen LandCare Benefits Service Center		
11. Phone number (if different than above) (866) 900-3062	**12. Email address**	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
  - ☐ All employees.
  - ☒ Some employees. Eligible employees are:
    - ✧ Regular, Full-Time Employees (except Laborers and Seasonal Employees) scheduled to work 30 or more hours per week
- With respect to dependents:
  - ☒ We do offer coverage. Eligible dependents are:
    - ✧ Legal Spouses and dependent children to age 26. In CA only, eligible dependents include registered domestic partners and their dependent children to age 26.
  - ☐ We do not offer coverage.

☐ If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

**Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

MEDICAID

Medicaid is a federal and state-funded program that provides medical and health-related services to certain low-income individuals. If your income is at or below 133% of the federal poverty level, you may be eligible for Medicaid.

For additional information on Medicaid eligibility and enrollment, you should contact your State Medicaid office or visit www.healthcare.gov and search for Medicaid. See the chart below for contact information. You may also contact the TruGreen LandCare Benefits Service Center for additional information.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for these programs, but also have access to health insurance through their employer. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a state listed below, you can contact your state Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your state Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, you can ask the state if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must permit you to enroll in your employer plan if you are not already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.** If you have questions about enrolling in your employer plan, you can contact the Department of Labor electronically at www.askebsa.dol.gov or by calling toll-free 1-866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2013. You should contact your state for further information on eligibility—

ALABAMA—Medicaid	**COLORADO—Medicaid**
Website: http://www.medicaid.alabama.gov Phone: 1-855-692-5447	Medicaid Website: http://www.colorado.gov/ Medicaid Phone (In state): 1-800-866-3513 Medicaid Phone (Out of state): 1-800-221-3943
ALASKA—Medicaid	
Website: http://health.hss.state.ak.us/dpa/programs/medicaid/ Phone (Outside of Anchorage): 1-888-318-8890 Phone (Anchorage): 907-269-6529	
ARIZONA—CHIP	**FLORIDA—Medicaid**
Website: http://www.azahcccs.gov/applicants Phone (Outside of Maricopa County): 1-877-764-5437 Phone (Maricopa County): 602-417-5437	Website: https://www.flmedicaidtplrecovery.com/ Phone: 1-877-357-3268
	GEORGIA—Medicaid
	Website: http://dch.georgia.gov/ Click on Programs, then Medicaid, then Health Insurance Premium Payment (HIPP) Phone: 1-800-869-1150
IDAHO—Medicaid and CHIP	**MONTANA—Medicaid**
Medicaid Website: www.accesstohealthinsurance.idaho.gov Medicaid Phone: 1-800-926-2588 CHIP Website: www.medicaid.idaho.gov CHIP Phone: 1-800-926-2588	Website: http://medicaidprovider.hhs.mt.gov/clientpages/clientindex.shtml Phone: 1-800-694-3084
INDIANA—Medicaid	**NEBRASKA—Medicaid**
Website: http://www.in.gov/fssa Phone: 1-800-889-9949	Website: www.ACCESSNebraska.ne.gov Phone: 1-800-383-4278
IOWA—Medicaid	**NEVADA—Medicaid**
Website: www.dhs.state.ia.us/hipp/ Phone: 1-888-346-9562	Medicaid Website: http://dwss.nv.gov/ Medicaid Phone: 1-800-992-0900
KANSAS—Medicaid	
Website: http://www.kdheks.gov/hcf/ Phone: 1-800-792-4884	

KENTUCKY—Medicaid	NEW HAMPSHIRE—Medicaid
Website: http://chfs.ky.gov/dms/default.htm Phone: 1-800-635-2570	Website: http://www.dhhs.nh.gov/oii/documents/hippapp.pdf Phone: 603-271-5218
LOUISIANA—Medicaid	**NEW JERSEY—Medicaid and CHIP**
Website: http://www.lahipp.dhh.louisiana.gov Phone: 1-888-695-2447	Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
MAINE—Medicaid	
Website: http://www.maine.gov/dhhs/ofi/public-assistance/index.html Phone: 1-800-977-6740 TTY: 1-800-977-6741	
MASSACHUSETTS—Medicaid and CHIP	**NEW YORK—Medicaid**
Website: http://www.mass.gov/MassHealth Phone: 1-800-462-1120	Website: http://www.nyhealth.gov/health_care/medicaid/ Phone: 1-800-541-2831
MINNESOTA—Medicaid	**NORTH CAROLINA—Medicaid**
Website: http://www.dhs.state.mn.us/ Click on Health Care, then Medical Assistance Phone: 1-800-657-3629	Website: http://www.ncdhhs.gov/dma Phone: 919-855-4100
MISSOURI—Medicaid	**NORTH DAKOTA—Medicaid**
Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-800-755-2604
OKLAHOMA—Medicaid and CHIP	**UTAH—Medicaid and CHIP**
Website: http://www.insureoklahoma.org Phone: 1-888-365-3742	Website: http://health.utah.gov/upp Phone: 1-866-435-7414
OREGON—Medicaid and CHIP	**VERMONT—Medicaid**
Website:http://www.oregonhealthykids.gov http://www.hijossaludablesoregon.gov Phone: 1-800-699-9075	Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427
PENNSYLVANIA—Medicaid	**VIRGINIA—Medicaid and CHIP**
Website: http://www.dpw.state.pa.us/hipp Phone: 1-800-692-7462	Medicaid Website: http://www.dmas.virginia.gov/rcp-HIPP.htm Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.famis.org/ CHIP Phone: 1-866-873-2647
RHODE ISLAND—Medicaid	**WASHINGTON—Medicaid**
Website: www.ohhs.ri.gov Phone: 401-462-5300	Website: http://hrsa.dshs.wa.gov/premiumpymt/Apply.shtm Phone: 1-800-562-3022 ext. 15473
SOUTH CAROLINA—Medicaid	**WEST VIRGINIA—Medicaid**
Website: http://www.scdhhs.gov Phone: 1-888-549-0820	Website: www.dhhr.wv.gov/bms/ Phone: 1-877-598-5820, HMS Third Party Liability
SOUTH DAKOTA—Medicaid	**WISCONSIN—Medicaid**
Website: http://dss.sd.gov Phone: 1-888-828-0059	Website: http://www.badgercareplus.org/pubs/p-10095.htm Phone: 1-800-362-3002
TEXAS—Medicaid	**WYOMING—Medicaid**
Website: https://www.gethipptexas.com/ Phone: 1-800-440-0493	Website: http://health.wyo.gov/healthcarefin/equalitycare Phone: 307-777-7531

To see if any more states have added a premium assistance program since July 31, 2013, or for more information on special enrollment rights, you can contact either:

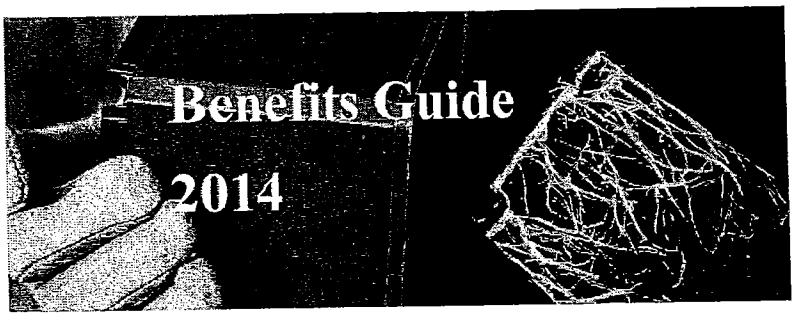
U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

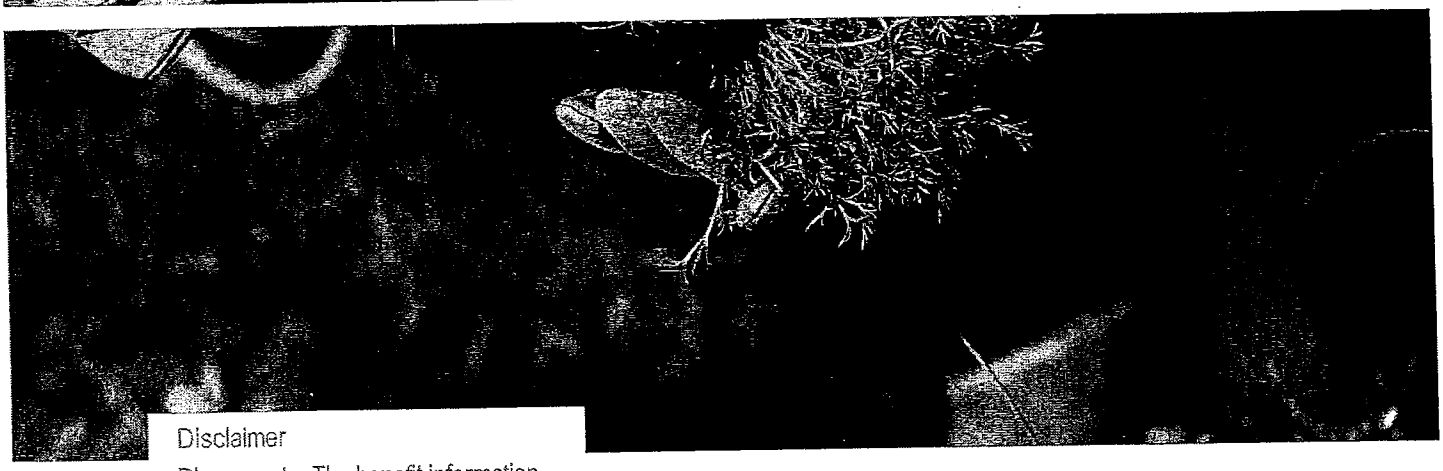








Benefits Guide 2014

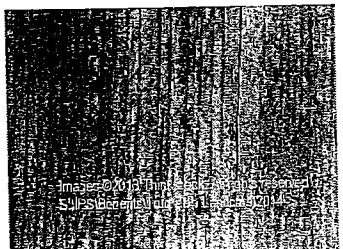


Disclaimer

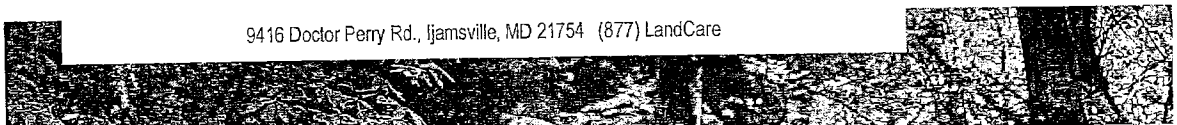
Please note: The benefit information in this bulletin is intended for informational use only. It does not contain all of the benefit provisions, limitations, and qualifications. If this information varies from the contract, the contract will prevail.

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TRUGREEN LandCare



9416 Doctor Perry Rd., Ijamsville, MD 21754 (877) LandCare



TruGreen LandCare Medical Plans Comparison 2014 and 2013

	2014				2013					
	Smart Saver Medical Plan		Choice PPO Medical Plan		HSA 3000		Value PPO		Premium PPO	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible										
Single	$3,000	$6,000	$5,000	$10,000	$3,000	$6,000	$2,500	$7,500	$1,200	$3,600
Family	$9,000	$18,000	$10,000	$20,000	$9,000	$18,000	$5,000	$15,000	$2,400	$7,200
Coinsurance After Deductible										
Plan Pays	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible
You Pay	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible
Annual Out-of-Pocket Maximum										
Single	$6,000	$12,000	$6,350	$11,500	$6,000	$12,000	$6,350	$11,500	$6,350	$11,500
Family	$12,700	$27,000	$11,500	$23,000	$18,000	$27,000	$11,500	$18,500	$11,500	$18,500
Preventive Care	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible
Physician Office Visit	70% after deductible	50% after deductible	100% after $30 copay	50% after deductible	70% after deductible	50% after deductible	100% after $30 copay	50% after deductible	100% after $30 copay	50% after deductible
Specialist Office Visit	70% after deductible	50% after deductible	100% after $40 copay	50% after deductible	70% after deductible	50% after deductible	100% after $40 copay	50% after deductible	100% after $40 copay	50% after deductible
Emergency Services	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible
Inpatient/Outpatient	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Prescription Drugs	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible										
Single	applied to annual medical deductible		$50		applied to annual medical deductible		$50		$50	
Family			$100				$100		$100	
Retail (30 day supply)										
Generic	70% after deductible	50% after deductible	100% after $8 copay	50% after deductible	70% after deductible	50% after deductible	100% after $8 copay	Not Covered	100% after $8 copay	100% after $8 copay
Formulary	70% after deductible	50% after deductible	75% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx
Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx
Mail Order (90 day supply)										
Generic	70% after deductible	50% after deductible	100% after $21 copay	50% after deductible	70% after deductible	50% after deductible	100% after $21 copay	100% after $21 copay	100% after $21 copay	100% after $21 copay
Formulary	70% after deductible	50% after deductible	75% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx
Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $200 per Rx	50% after deductible	70% after deductible	50% after deductible	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx
Employee Premiums (paid on a pre-tax basis)										
Weekly										
You only	$17.76		$29.43		$16.60		$25.98		$42.61	
You +1 dependent	$27.64		$50.03		$25.86		$44.38		$89.18	
You +2 dependent	$31.66		$60.60		$29.61		$56.28		$100.33	
You +3 or more dependents	$36.67		$69.57		$34.31		$65.22		$111.48	
Semi-Monthly										
You only	$38.48		$63.76		$35.28		$55.22		$90.56	
You +1 dependent	$59.88		$108.39		$54.94		$94.30		$189.51	
You +2 dependent	$68.60		$131.31		$62.92		$119.60		$213.20	
You +3 or more dependents	$79.45		$150.74		$72.91		$138.59		$236.89	

Updated October 2013

FORM LW-8.2

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014) FOR ROAD MAINTENANCE DISTRICT 3 MEDIANS

PROPOSER: TruGreen

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY SUN	MON	TUE	WED	THU	FRI	SAT	HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
Julian Lopez Arvizu		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
Luis Casillas		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
Marco Xitumul		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
Supervisor		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
Laborer		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
Laborer		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -

Comments/Notes:		
	Total Annual Salaries	$ 147,763.20
	(1) Vacations, Sick Leave, Holiday	$ 14,000.00
	(2) Health Insurance ***	$ 24,000.00
	(3) Payroll Taxes & Workers' Compensation	$ 45,000.00
	(4) Welfare and Pension	$
	Total Annual Employee Benefits (1+2+3+4)	$ 83,000.00
	(5) Equipment Costs	$ 20,000.00
	(6) Service and Supply Costs	$ 118,640.00
	(7) General and Administrative Costs	$ 14,000.00
	(8) Profit	$ 29,999.80
	Total Annual Other Costs (5+6+7+8)	$ 182,639.80
	TOTAL ANNUAL PRICE	$ 413,403.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Living wage rate shall be at least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from 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 requirements of the proposal.

JOE ESPINOZA
Name of Proposer

Signature

4/17/14
Date

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location? 300	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	SEE ATTACHED
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	SEE ATTACHED
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	SEE ATTACHED
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	SEE ATTACHED
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	SEE ATTACHED

DATED: 01-09-14 PROPOSER'S SIGNATURE: _____

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FORM LW-9
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

1. Tracking Hours Worked

1.1 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.

1.2 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.

1.3 Central Site

2. Reporting Time

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.

3. Records of Actual Time Worked

3.1 Daily time card, weekly time card, and route sheet.
3.2 Daily time card, weekly time card, route sheets and certified payroll.
3.3 Records are kept daily.
3.4 Office Staff
3.5 Area Supervisor, Area Manager, Branch Manager, Office Manager and Payroll Clerk. We are checking that hours are allocated correct to jobs and that hours reported are actual hours.
3.6 These records are kept in files for at least 10 years.
3.7 Yes, they are used as a source document to create Proposer's payroll.
3.8 See attached.

4. Other Records Used to Create Payroll

4.1 Source documents are used to create payroll records.
4.2 Payroll clerk, Office Manager and Branch Manager
4.3 Yes
4.4 The source document is first approved by the Area Supervisor, Area Manger, and Branch Manager. The source document is compared to the route sheet.

5. Breaks

5.1 Breaks are taken and monitored by the Area Supervisor and audited by the Area Manager.
5.2 Yes
5.3 Area Supervisor, Area Manager and Branch Manager.

6. How Payroll is Prepared

6.1 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.

6.2 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.

6.3 Single check is received by employee for straight time and overtime.

6.4 Hourly rate and all deductions.

6.5 See attached

7. Manual Payroll System

7.1 TruGreen LandCare does not use a manual payroll system.
7.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.

8. Automated Payroll System

8.1 Daily time cards are submitted to the payroll clerk, payroll clerk inputs hours into system. Payroll report is checked for accuracy by payroll clerk, Office Manger and Branch Manager.
8.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.
8.3 The calculation is embedded into eh software program.

9. Travel Time

9.1 Travel time is paid at a regular rate.
9.2 The travel time is paid at the highest rate.
9.3 A. During the first part of the shift employee is paid at County Living Wage and travel time will be paid at highest rate, and the latter part of day will be paid at the appropriate rate.
B. Employee will be paid 8 hours at County Living Wage.

10. Overtime

10.1 The system is designed to track and pay overtime.
10.2 The system is designed to track and pay multiple wage rates

CO.	FILE	DEPT.	CLOCK	VCHR NO.	
T7U	881722	006354	0123	0000521714	1
			99881722		

028-0123

Earnings Statement

TRUGREEN LandCare

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Period Beginning: 12/15/2013
Period Ending: 12/21/2013
Pay Date: 12/27/2013

00000001846
JULIAN LOPEZ ARVIZU

Taxable Marital Status:
Exemptions/Allowances:
Federal: 2
CA: 2

Social Security Number:

Earnings	rate	hours	this period	year to date
Normal	11.8400	34.00	402.56	22,567.04
Dia Festivo				663.04
Licencia De Lut				189.44
Vacaciones				94.72
Gross Pay			$402.56	23,514.24

Deductions	Statutory		
Federal Income Tax		-9.29	754.28
Social Security Tax		-24.96	1,457.88
Medicare Tax		-5.84	340.96
CA SUI/SDI Tax		-4.02	235.14
Other			
Cheques 1		-357.64	20,684.67
Vol Ad&D		-0.81	41.31
Net Pay		$0.00	

Your federal taxable wages this period are $402.56

COPY COPY COPY

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VERIFY DOCUMENT AUTHENTICITY. COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

TRUGREEN LandCare

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Advice number: 00000521714
Pay date: 12/27/2013

Deposited to the account of	account number	transit ABA	amount
JULIAN LOPEZ ARVIZU		xxxx xxxx	$357.64

VOID VOID VOID

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-16-13

Monday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:30	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

Job Name / Nombre de Trabajo	Job Number / # Trabajo	Work Order Number	Start Time	Stop Time	Hours to be charged to this activity: BM	Ttr	Color	Enh	Snow	Arbor	Other	Total Hours
#REF!			6:00	1:30	7							7
MD-3 West												14

Total Hours to be Keyed: 21

Area Manager Signature: X

Paycodes - Paid (Non productive 905) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 913) (Admin 910)

Paycodes - NonPaid (No Show np 900)(Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

3/0

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-17-13

Tuesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Total Hours to be Keyed: 21

Area Manager Signature: X

Paycodes - Paid (Non productive 805) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-18-13 **Wednesday**

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												7.1

Total Hours to be Keyed: 7.1

Area Manager Signature: X

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

9/2

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-12-13

Thursday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez A.
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	Marcos A. Xitumul
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	Luis Casillas

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show np 900)(Excused 901) (Vacation np 907) (Funeral Lp 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

3/3

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-7-2018

Friday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	Marcos A. Xitumul
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	Luis Casillas

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
MD-3 West	0001		6:00	1:30	7							7
												21

Total Hours to be Keyed: 21

Area Manager Signature: X

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show np 900) (Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

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SECTION 14

SUBCONTRACTORS' FORMS LIST

TruGreen LandCare will not utilize any Subcontractors on any part of this contract

SECTION 15

Request for Proposals – PART 1

15. Living Wage Ordinance – Application for Exemption

Forms LW-2, LW-3, LW-4, LW-5, LW-7, LW-8, LW-9 are all included in Section 13 (Part 1)

SECTION 16

Request for Proposals – PART 1

16. Additional Information

TRUGREEN LandCare℠

DESIGNATION OF REPRESENTATIVE

I, Letha W. Sanders, Vice President & Secretary of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Joe Espinoza, Branch Manager, TruGreen LandCare, 4134 Temple City Blvd., Rosemead, California 91770 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of contracts entered into on behalf of the Company with the County of Los Angeles Department of Public Works to furnish Landscape and Grounds Maintenance Services pursuant to that certain Request for Proposals No. 2013-PA014.

This Designation of Representative expires at midnight, December 30, 2014.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: Letha W. Sanders
Letha W. Sanders
Vice President & Secretary

Dated: December 30, 2013



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ENCLOSURE A.3

BOARD EXECUTE

Agreement

78214

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

TRUGREEN LANDCARE

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR
EAST LOS ANGELES MEDIANS (2013-PA014)

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AGREEMENT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST LOS ANGELES MEDIANS

THIS AGREEMENT, made and entered into this 10th day of June, 2014, by and between the 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 California general partnership (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 13, 2014, hereby agrees to provide services as described in this Contract for Landscape and Grounds Maintenance Services (2013-PA014).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F Performance Requirements Summary, Exhibit G, Service Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

78214

THIRD: 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 the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $252,779 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2014 or Board approval whichever occurs last. The COUNTY shall have the sole option to extend this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: 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.

NINTH: The CONTRACTOR shall not perform or accept work requests from the 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.

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

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, 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.

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THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract 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 Chairman 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 _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS

41 JUN 10 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

TRUGREEN LANDCARE

By _____
Its Managing Member

JOE ESPINOZA
Type or Print Name

P:\aspub\CONTRACT\Eric\Landscape\2013 Landscape SGV-RMD3-ELA Rebid\05 AWARD\ELA AGREEMENT COUNTY CHAIR EXECUTE 030311 - Copy.doc

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 5, 2014 before me, Ann E Meisser, Notary Public,
(Here insert name and title of the officer)

personally appeared Joe Espinoza,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANN E. MEISSER
COMM. # 1994064
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES NOV. 11, 2016

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Landscape Agreement for East LA medians
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 321 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

SCOPE OF WORK
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
(2013-PA014)

A. Public Works Contract Manager

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 1, San Gabriel Valley Medians contract will be Mr. Pedro Pan, who may be contacted at (626) 337-1277, e-mail address: ppan@dpw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5 p.m.

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 3, Road Maintenance District 3 Medians contract will be Ms. Peggy Oki, who may be contacted at (310) 348-6448, e-mail address: poki@dpw.lacounty.gov, Monday through Thursday, 6 a.m. to 4:30 p.m.

Public Works Contract Manager for the Road Maintenance Division, Maintenance District 4, East Los Angeles Medians contract will be Mr. Daniel Aka, who may be contacted at (562) 869-1176, e-mail address: daka@dpw.lacounty.gov, Monday through Thursday and alternate Friday, 7 a.m. to 4:30 p.m.

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 the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibits G.1 through G.3, Service Area Maps, provide a more detailed outline of each landscape and grounds maintenance service area and are located throughout the County of Los Angeles. The service area maps are provided in the following exhibits:

Exhibit G.1 – San Gabriel Valley Medians
Exhibit G.2 – Road Maintenance District 3 Medians
Exhibit G.3 – East Los Angeles Medians

The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. Hours and Days of Maintenance Services

1. The maintenance service shall be primarily performed, Monday through Friday, except County observed holidays, at which time the service shall be done before or after such holiday, 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.

Holidays Observed by the County of Los Angeles are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Work hours may be altered, when necessary, with the approval of the Contract Manager.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed days and hours of service.

D. Work Description

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 and in a professional manner. 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:

   a. Maintenance of turf, groundcover, shrubs, and trees.

   b. Pruning of trees and shrubs.

   c. Control of weeds, vegetation disease, pests, and rodents.

   d. Maintenance, operation, and repair of all irrigation systems, sprinkler heads, and risers.

   e. Renovation of turf and groundcover areas.

   f. Maintenance and repair of low impact development (LID) systems.

   Such activities shall be performed pursuant to these specifications

and to the frequencies established by Public Works, as set forth herein by Public Works in Form PW-2, Schedule of Prices, and shall govern the Contractors performance obligation for the specified area.

3. Not 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 Section C, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.

6. 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. Submit advanced weekly work schedules for all work to be performed the following week. See Section H, Maintenance Schedules.

8. Submit weekly maintenance inspection report to the Contract Manager at least once a month. See Section G, Maintenance Function Report and Form PW-2, Schedule of Prices.

9. 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.

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

Public Works reserves the right to determine if any work is or will be needed and/or requested under this Contract, at Public Works' sole and absolute discretion. The Contractor waives all claims against Public Works for any damages resulting from Public Works' failure to use the Contractor's services including, but not limited to, lost profit.

E. Management/Supervision

The Contractor shall:

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

2. This contract requires, but not limited, to the following personnel:

   a. Management and Administrative Support (owner, office staff, etc.)

   b. Field Supervisor

      1) The field supervisor shall closely monitor its crews to prevent and/or detect operational irregularities and noncompliance with contractual requirements. This person will be responsible for quality control.

      2) The field supervisor will maintain a report as described in Section G, Maintenance Function Report. The Report shall be submitted once a month at a minimum; however, the Contract Manager may request a copy of inspection report at any time.

      3) The field supervisor shall not be the same person as the working foreman described below.

   c. Landscaping Crew(s)

      1) A working foreman shall be part of the working crew. The working foreman will be in charge of the working crew.

      2) An adequate number of workers to ensure the work at each site are completed correctly and during the scheduled time.

3. The Contractor's executive, management, administrative, 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.

4. Ensure its executive, management, administrative, and supervisory staffs are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for each jobsite shall be kept by each operating crew.

5. Ensure its executive, management, administrative, and supervisory staffs provide ongoing observation and correction of operations to ensure compliance with these specifications. Public Works' deficiency notices, deductions, or inspections will not be utilized or viewed as a substitute for the Contractor's ongoing direction and management of its employees.

F. Ongoing General Maintenance Tasks

1. Mowing

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.

b. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Contractor's workers shall stop immediately once they notice mowing equipment is producing these unsightly conditions.

c. 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.

d. 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.

e. Perform mowing operations on a schedule (Dates, days, and or hours of scheduled work) that is acceptable to the Contract Manager.

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

g. During leaf drop periods (autumn through winter), when there is an abundance of fallen leaves, mowing leaves on turf areas is not permitted. Contractor shall rake and pick up leaves from turf before commencing mowing operations.

h. Glass bottles shall be picked up and not be driven over or broken.

i. Excessively wet turf areas shall not be driven across.

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

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

2. Mechanical Edging

The Contractor shall:

a. Trim all turf median edges with a lawn edge trimmer. The Contractor shall not use herbicide for this purpose.

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

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

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

e. Maintain the turf adjacent to sprinklers at the same height as the surrounding turf. The exception would be if the normal turf height prevents the sprinklers from working properly. In such a case, keep the turf edges trimmed low adjacent to sprinklers to provide optimum water coverage. Likewise, keep turf adjacent to valve boxes, meter boxes, backflow devices, and other equipment and obstacles at the same height as the surrounding turf.

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

g. Clear walkways, planting areas and curb and gutters immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

3. Weed Removal

The term "weed" applies to any vegetation that is obviously not a part of the planned landscaping (i.e., a single pine sapling growing in a planting area where mature Crape Myrtle trees are growing).

The Contractor shall:

a. Keep all grass like weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control. Control weed growth before weeds exceed six inches in spread and height.

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

c. Determine, in consultation with the 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 or mechanical removal
- Cultivation
- Chemical Eradication (Refer to Section S, Use of Chemicals)
- Mulching

d. Not perform chemical eradication without first receiving permission from the Contract Manager.

e. Maintain, in a weed-free condition, developed areas of a facility that have become denuded.

f. Leave in a natural state, designated areas by County 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.

4. Litter Control

The Contractor shall:

a. Inspect 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, erosion and other accumulated debris and undesirable materials.

b. Perform litter control operations along, but not limited to, turf, walkways, adjacent roadway gutters, service roads, between and around planted areas, steps, planters, drains, 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.

c. At sites with trash containers for the general public, remove all trash from containers at least once per week. Complete trash pickup before the end of the workday.

5. Raking

a. The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf and areas under trees.

b. During leaf drop periods (autumn through winter), when there is an abundance of fallen leaves, mowing leaves on turf areas is not permitted. Contractor shall rake and pick up leaves from turf before commencing mowing operations.

6. Shrub/Hedge/Tree Pruning and Trimming

The Contractor shall:

a. General

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

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

3) Remove all dead shrubs.

4) 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.

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

6) Remove all pruned and/or trimmed plant material from site the same day.

7) 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) Use only hedge trimmers to trim shrubs and hedges. Under no circumstances shall hedge shears or lawn edge trimmers be used as a means of pruning or trimming.

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

10) Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager.

11) Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.

12) Remove and dispose of all trimming and debris off-site at the end of each day's work at Contractor's expense.

13) 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.

14) Do 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.

15) Do not trim palm trees during the bird nesting season of March 15 through August 31 unless otherwise approved by the Contract Manager.

16) Prune trees as seasonally proper according to a certified arborist and/or a certified horticulturist.

b. Trees - prune trees to maintain good tree health and structure to 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 a certified arborist and/or a certified horticulturist's 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. Tree 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) A certified arborist and/or a certified horticulturist shall conduct a site visit and provide a written report to the Contract Manager before and after any pruning of trees.

c. Shrubs - prune shrubs to encourage healthy growth habits and 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) 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.

3) 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.

4) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

5) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.

6) Climbing spurs shall not be used.

7) 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.

d. Pruning Criteria:

1) Removal of weak, diseased, insect infested and damaged limbs as recommended by a certified arborist and/or a certified horticulturist.

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.

7. Groundcover Maintenance

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.

e. Maintain and replenish mulch accordingly in order to maintain a minimum 3-inch layer at all times. Contractor shall submit a mulch sample to the Contract Manager, including the supplier information, prior to replenishing area with new mulch.

f. Inspect any signs of pests, e.g. ants, and fungus, e.g. mushrooms, on ground. Eradicate as necessary.

8. Dethatching

Dethatching operations shall not begin until the Contractor's equipment has been inspected and approved by the Contract Manager or designee.

The Contractor shall:

a. Before dethatching, mow turf to approximately half of the usual height.

b. Take care to avoid unnecessary or excessive injury to the turf grass.

c. Use standard power vertical mowing equipment designed for dethatching turf. For sections of the turf not accessible to a power vertical mower, a thatching rake shall be used.

d. Vertically mow and remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

e. Sweep or rake or take the dislodged thatch from the turf areas. Removal of all debris from this operation is at the cost of the Contractor.

f. 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 dethatching operation, all turf areas shall be over-seeded, covered with topsoil, and watered.

3) Areas to be over-seeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.

4) Clean topsoil shall be spread evenly over the entire area to a uniform depth.

9. Aerating

a. Aerating operations cannot begin until the Contractor's equipment has been inspected by the Contract Manager or designee.

b. 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.

10. Turf Reseeding/Restoration of Bare Areas

The Contractor shall:

a. Over-seed 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 approved by the Contract Manager.

c. Once each year in the fall, over-seed all turf areas after aeration and over-seed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerate, 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.

d. Use sod when deemed necessary by the Contract Manager. Contractor may be entitled to additional compensation for the cost of the sod only provided that the loss of turf was proven to be 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%

11. Turf and Plant Fertilization

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. Apply 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.

f. Recognize that fertilization requirements vary according to plant type and season.

12. Sweeping

The Contractor shall:

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

b. Clean walkways, steps, curbs and gutters, 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. Comply with 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 prior to 7 a.m., or later than 3:30 p.m. Any schedule of such operations may be modified by the Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

d. 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.

13. Disease/Insect/Rodent Control

The Contractor shall:

a. Maintain all areas free of disease, insects, and rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems.

b. Notify the Contract Manager immediately of any diseases, insects, rodent, or unusual conditions that might be developing.

c. Fumitoxin (Aluminum Phosphide) shall be used for the control of rodents and is subject to the provisions of Section S, Use of Chemicals.

d. Provide, 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.

14. Chemical Application

The Contractor shall:

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

b. Employ precautionary measures when using chemicals. Chemicals shall not be applied during windy days. Chemicals shall be applied in a manner to minimize drift.

c. Shall not use chemicals in lieu of edging operations on turf areas.

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

e. Shield trunks, stems, or foliage from the chemical application to avoid damaging them.

f. 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.

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

h. Inspect all walkways, beds, planters, landscapes, and spot treat weeds as necessary.

15. Watering and Irrigation System

a. General

The Contractor shall:

1) Recognize that water requirements vary according to plant type and season. Contractor shall 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 also 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.

2) Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and all the factors considered, 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.

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

4) For the areas where wind creates problems of spraying water onto private property or road right of ways, Contractor shall set the controllers to operate during time of day with lowest wind velocity, which would normally occur at night or early morning hours.

5) 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 turf. "In lawn" trees and other planting shall be protected from over watering and runoff drowning.

6) 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.

7) Water all groundcover areas as needed to maintain a healthy condition with appropriate care being taken not to over water in shady areas.

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

9) Know how to operate controllers and sensors, e.g. CALSENSE, Rainbird, and LEIT by DIG or controllers utilized at each project site.

10) Make certain that locations with manually operated irrigation systems are watered according to the schedule provided by the Contract Manager in order to keep turf/plants from drying out.

11) 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.

b. Maintenance and Repair

The Contractor shall:

1) Be responsible for maintenance of the irrigation system.

2) Inspect weekly and report the status of the irrigation system to the Contract Manager in accordance with the frequencies listed in Form PW-2, Schedule of Prices.

3) Be responsible for understanding the principle and the operation of the irrigation systems that are equipped with weather based automatic irrigation controllers. Contractor is responsible for checking the controller weekly to make sure it is functioning with weather base input as programmed.

4) Be responsible for the inspection and maintenance of

irrigation systems that are equipped with sensors, e.g. rain bucket, soil moisture sensors, weather stations, as stated Form PW-2, Schedule of Prices.

5) Be responsible for any repair and replacement of the following irrigation components from downstream of the backflow device to the heads, as needed: sprinkler heads, P.V.C. pipes, schedule 80 nipples, caps, plugs, elbows, couplings, risers, swing joints, quick couplers, plumbing systems , remote control valves, gate valves, automatic controllers, main and lateral irrigation lines, and all other appurtenant components. Any cost and labor associated with such repairs and replacement shall be the responsibility of the Contractor unless specifically stated as as-needed work on the PW-2.

6) Recover and refasten removed valve box covers. Damaged or missing valve box covers shall be immediately replaced by the Contractor.

7) Notify the Contract Manager regarding the need for replacement or relocation of any irrigation components or valve box covers. The Contractor will indicate the problem and location. Sprinkler heads shall be exempt from notification and should be replaced immediately.

8) Notify the Contract Manager if a controller cabinet is damaged or missing. Repair and/or replacement of damaged or missing controller cabinets may be requested by the Contract Manager. Any cost for repair or replacement will be reimbursed by Public Works.

9) Replace the irrigation system with originally specified parts/equipment of the same size and quality in kind. Prior to the installation, the Contract Manager may approve the Contractor's request to use substitute parts/equipment.

10) Complete repair and/or replacement of any irrigation components that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.

11) Flush irrigation pipelines following repairs and replacements.

12) Restore all landscaped areas to their original condition following maintenance or repair of the irrigation system that may have caused alterations.

c. Operability and Testing

The Contractor shall:

1) Cycle controller(s) through each station both manually and automatically. Check the function of all facets of the irrigation system, including inspection of drip emitters, drip tubes, inspecting/clean and flush filters, etc. Report any damage or incorrect operations to the Contract Manager.

2) During testing:

a) 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.

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

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

d) Replace or repair inoperable irrigation equipment.

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

4) 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.

d. Frequency

The Contractor shall:

1) If applicable, Contractor shall inspect automatic irrigation controller by opening the cover of the controller and check for any alerts and message on a weekly basis.

2) 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.

3) Inspect sprinkler heads and drip lines/emitters, and adjust and correct for coverage once per week.

4) Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads and drip lines/emitters as needed.

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

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

7) Flush irrigation pipeline after repair or replacement of irrigation components.

8) If an automatic irrigation system or a portion of a system malfunctions, the Contract Manager may require the Contractor to manually turn on/off the system for a period of 90 days without additional charge by the Contractor. 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.

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

e. Site Inspection and Reporting

The Contractor shall:

1) Each time a jobsite/facility receives service, check for irrigation system malfunctions and hazards. 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.

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

3) Immediately notify the Contract Manager if an operability check cannot be thoroughly completed within the designated time frame.

4) Ensure that all its crews and supervisors working or reviewing a Jobsite/facility appropriately mitigates any observed hazards included marking or otherwise preventing access by others to the extent possible and immediately report hazards to the Contract Manager verbally and in writing.

16. Low Impact Development (LID) Systems – Maintenance and Repair

a. Bioretention

The Contractor shall:

1) Inspect soil and repair eroded areas.

2) Inspect for erosion or damage to vegetation, preferably at the end of the wet season to schedule summer maintenance and before major fall ru noff to be sure the strips are ready for winter. However, additional inspection after periods of heavy runoff may be requested by the Contract Manager.

3) Inspect to ensure grass is well established. If not, notify the Contract Manager and upon approval of the Contract Manger either prepare soil and reseed or replace with alternative species. Install erosion control blanket.

4) Inspect for litter and debris, and areas of sediment accumulation.

5) Inspect health of trees and shrubs.

6) Water all new plants daily for two weeks.

7) Remove litter and debris.

8) Remove all accumulated sediment.

9) Notify Contract Manager of existence of all dead and diseased trees, shrubs, and other vegetation. Upon approval of the Contract Manager remove and replace dead and diseased vegetation.

10) Mow turf areas.

11) Repair erosion at inflow points.

12) Repair outflow structures.

13) Unclog underdrain structure.

14) Add mulch when needed. Mulch shall be replaced every two to three years or when bare spots appear. Remulch prior to the wet season.

15) Replace tree stakes and wires, unless support is no longer necessary.

16) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.A.

b. Infiltration Basin

The Contractor shall:

1) Inspect newly established vegetation at least once monthly for the first year to determine if any landscape maintenance (reseeding, irrigation, etc.) is necessary.

2) Inspect for the following issues: signs of wetness or damage to structures, erosion of the basin floor, dead or dying grass on the bottom, condition of riprap, drain time, media clogging, signs of petroleum hydrocarbon contamination, standing water, litter and debris, sediment accumulation, slope stability, pretreatment device condition.

3) Factors responsible for clogging should be repaired immediately.

4) Weed at least once monthly.

5) Stabilize eroded banks.

6) Repair undercut and eroded areas at inflow and outflow structures.

7) Maintain access to the basin for regular maintenance activities.

8) Mow as appropriate for vegetative cover species.

9) Monitor health of vegetation and replace as necessary.

10) Control mosquitoes as necessary. Notify Contract Manager of existence.

11) Remove litter and debris from infiltration basin area as required.

12) Mow and remove grass clippings, litter, and debris.

13) Trim vegetation at the beginning and end of the wet season to prevent establishment of woody vegetation and for aesthetic and vector reasons.

14) Replant eroded or barren spots to prevent erosion and accumulation of sediment.

15) Scrape bottom, remove and properly dispose all accumulated sediment.

16) Seed or sod to restore ground cover.

17) Disc or otherwise aerate bottom.

18) Dethatch basin bottom.

19) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.B.

c. Stormwater Bioretention Filtration Basin

The Contractor shall:

1) Ensure that the system is functioning properly.

2) Inspect after every major storm to ensure that the system is functioning properly.

3) Ensure that filter surface, inflow, and high flow bypass are clear of debris.

4) Check to ensure that the filter surface is not clogging.

5) Ensure that activities in the drainage area minimize oil/grease and sediment entry to the system.

6) Inspect for standing water, sediment, litter and debris, structural damage, and to identify potential problems.

7) Check to see that the filter bed is clean of sediments and the inflow chamber contains no less than 6 inches of clearance between the surface of the mulch/washed CAB layer and the bottom of the grates. Remove accumulated sediment when inflow chamber contains less than 6 inches of clearance.

8) Inspect grates.

9) Inspect inflow and high flow bypass to ensure good condition and no evidence of erosion.

10) Ensure that flow is not bypassing the facility.

11) Ensure that no noticeable odors are detected outside the inflow.

12) Remove litter and debris from the sedimentation chamber.

13) Prevent grass clippings from washing into the filter.

14) Remove litter and debris from inlet grates to maintain the inflow capacity of the media filter.

15) Upstream vegetation should be maintained as needed.

16) Notify the Contract Manager upon discovery of any missing or damaged structural parts.

17) Stabilize any eroded areas.

18) If facility drain time exceeds 48 hours, notify the Contract Manager and upon approval from the Contract Manager, remove and replace the top 3 inches of mulch/washed CAB and, if required, remove and replace the bottom 24 inches to 25 inches of sand/soil/concrete aggregate mix.

19) Inspect and evaluate the health of the tree or other vegetation planted within the unit and trim, pruning, or replace the vegetation as necessary. Notify the Contract Manager before removing and replacing any vegetation.

20) Inspect the mulch/washed CAB levels and if levels are below 8 inches from the bottom of the grate, contact the Contract Manager and upon approval of the Contract Manager, install additional mulch/washed CAB and ensure correct position of erosion control stones.

21) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.C.

d. Vegetated Buffer Strip

The Contractor shall:

1) Inspect buffer strip and repair all damage.

2) Inspect buffer strips after seeding and repair as needed.

3) Inspect soil and repair eroded areas.

4) Inspect for erosion or damage to vegetation, preferably at the end of the wet season to schedule summer maintenance and before major fall runoff to be sure the strips are ready for winter. Additional inspection after periods of heavy runoff may be requested by the Contract to be performed at the unit rates for All Site Inspection and Reporting per requirements in Form PW-2.

5) Inspect pea-gravel diaphragm/level spreader for clogging and effectiveness and remove built-up sediment.

6) Inspect for rolls and gullies. Immediately fill with topsoil, install erosion control blanket and seed or sod.

7) Inspect to ensure grass is well established. If not, notify the Contract Manager and upon approval of the Contract Manager either prepare soil and reseed or replace with alternative species. Install erosion control blanket.

8) Check for debris and litter, and areas of sediment accumulation.

9) Water all new plants daily for two weeks after planting.

10) Mow regularly to maintain vegetation height between 2 inches to 4 inches, and to promote thick, dense vegetative growth. Cut only when soil is dry to prevent tracking damage to vegetation, soil compaction and flow concentrations. Clippings are to be removed immediately after mowing.

11) Remove all litter, branches, rocks, or other debris. Damaged areas of the filter strip should be repaired immediately by reseeding and applying mulch.

12) Regularly maintain inlet flow spreader.

13) Irrigate continuously in order to maintain the vegetation.

14) Add mulch when needed. Mulch shall be replaced every two to three years or when bare spots appear. Remulch prior to the wet season.

15) Notify Contract Manager of existence of all dead and diseased trees, shrubs, and other vegetation. Upon approval of the Contract Manager remove and replace dead and diseased vegetation.

16) Remove sediment and replant in areas of buildup. Sediment accumulating near culverts and in channels should be removed when it builds up to 3 inches at any spot, or covers vegetation.

17) Rework or replant buffer strip if concentrated flow erodes a channel through the strip.

18) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair operations. The required inspection and maintenance report is provided as Exhibit I.16.D.

a. Vegetated Swale

The Contractor shall:

1) Inspect after seeding and after all major storms for any damages.

2) Inspect for signs of erosion, damage to vegetation, channelization of flow, debris and litter, and areas of

sediment accumulation. Perform inspections at the beginning and end of the wet season. Additional inspections after periods of heavy runoff may be requested by the Contract Manager.

3) Inspect level spreader for clogging, grass alongside slopes for erosion and formation of rills or gullies, and sand/soil bed for erosion problems.

4) Mow grass to maintain a height of 3 inches to 4 inches, for safety aesthetic, or other purposes. Litter should always be removed prior to mowing. Clippings should be composted.

5) Irrigate swale during dry season (April through October) or when necessary to maintain the vegetation.

6) Provide weed control to control invasive species.

7) Remove litter, branches, rocks blockages, and other debris and dispose of properly.

8) Maintain inlet flow spreader (if applicable).

9) Repair any damaged areas within a channel identified during inspections. Erosion rills or gullies should be corrected as needed. Bare areas should be replanted as necessary.

10) Declog the pea gravel diaphragm, if necessary.

11) Correct erosion problems in the sand/soil bed of dry swales.

12) Upon approval of the Contract Manager, plant an alternative grass species if the original grass cover has not been successfully established. Reseed and apply mulch to damaged areas.

13) Remove all accumulated sediment that may obstruct flow through the swale. Sediment accumulating near culverts and in channels should be removed when it builds up to 3 inches at any spot, or covers vegetation, or once it has accumulated to 10 percent of the original design volume. Replace the grass areas damaged in the process.

14) Rototill or cultivate the surface of the sand/soil bed of dry swales if the swale does not draw down within 48 hours.

15) Upon completion of all inspections, submit to the Contract Manager an inspection and maintenance report that documents all inspection, maintenance and repair

operations. The required inspection and maintenance report is provided as Exhibit I.16.E.

b. All other LID Systems

The Contractor shall, at a minimum:

1) Perform a monthly inspection in order to evaluate the overall existing conditions, identify potential structural irregularities such as bank slumping, erosion, or other harmful conditions. All irregularities shall be reported to the Contract Manager immediately upon discovery.

2) Replant any bare vegetation patches where vegetation has been unsuccessful or removed.

3) Maintain ideal vegetation heights by mowing, pruning, and trimming operations.

4) Remove all litter and debris.

5) Remove all sediment build-up.

6) Remove all obstructions from curb drain openings.

17. Planting Operations

At the request of the Contract Manager, the Contractor shall:

a. Provide, as needed, all installation services of all plant materials (trees, shrubs, backfill, etc) as requested by the Contract Manager. The installation services shall include, but not be limited to, transportation/delivery of all planting materials and equipment to the jobsite and trained personnel to carry out the planting operations.

b. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plant material larger than those specified may be supplied if complying in all other respects.

c. Be allowed substitutions, but only with prior written approval by the Contract Manager.

d. 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.

e. 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 list of plants provided by the Contractor, 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 list of plants provided by the Contractor.

5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.

f. 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.

G. Maintenance Function Report

The Contractor shall maintain and keep current a weekly report that records all maintenance functions. All periodic, seasonal, additional work and weekly maintenance functions can be recorded on the same report as these tasks are performed based on the frequency outlined in Form PW-2, Schedule of Prices.

Refer to Exhibit F, for an approved format of the Report. Contractor shall use the form as applicable to each job location and obtain Contract Manager's approval prior to the start of the maintenance. The report shall be submitted to the Contract Manager as outlined in Section D.8.

H. Maintenance Schedules

The Contractor shall:

1. Submit an upcoming weekly work schedule to the Contractor Manager.

    a. The upcoming week's schedule shall be emailed to the Contract Manager no later than Thursday of the current week.

    b. The weekly schedule shall include (but not limited to):

        1) Maintenance date and time for each location.

        2) Number of workers at each location.

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. Notify and obtain County approval for any design or change in landscape.

4. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "As-Needed" maintenance operation as set forth immediately below.

5. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "As-Needed" maintenance operations.

6. Be allowed to invoice for additional as-needed hours at the hourly rate quoted on Form PW-2 for items specifically labeled on From PW-2, Schedule of Prices, as "As-Needed" or other items so designated by the Contract Manager.

I. Additional Work/Locations

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 unforeseen incidents such as vandalism, acts of God, third-party negligence or any other unanticipated need. 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.

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.

4. Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the rates in PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work/location(s) may be added to the Contract by amendment or change order.

J. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations or resulting from the Contractor's negligence of scheduled maintenance, shall be repaired, replaced, or remedied at the Contractor's expense as follows:

   a. Irrigation system damage (including valve box covers and controller cabinets) 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 type of other plant material.

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 and/or a certified horticulturist 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.

e. Shrubs

1) Minor damage may be corrected by appropriate pruning as required in the "Shrub/Hedge/Tree Pruning and Trimming" (see this Exhibit's paragraph F.6).

2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" (see this Exhibit's paragraph F.16).

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.

K. Pass-Through Cost

County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service locations resulting from accident, storm, neglect or other causes that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs, the Contractor shall present the required scope of work to be performed and the cost to restore the landscape and/or irrigation to the original or improved state to the Contract Manager for consideration within 15 days of damage. The Contractor shall obtain Contract Manager's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

At any time during the performance of this Contract, the Contract Manager may request that the Contractor perform as-needed services in accordance with this Scope of Work and PW-2, Schedule of Prices. At the direction of Contract Manager, the Contractor shall provide a written estimate including labor, parts, and materials needed to perform the as needed work. The hourly labor/unit rates quoted in the estimate shall be in accordance with the hourly rates listed in the Form PW-2, Schedule of Prices, As-Needed Services. The County will reimburse the Contractor for the cost of parts and materials, provided Contractor has obtained Contract Manager's prior written approval of Contractor's written estimate. The Contractor shall submit an invoice with attached applicable receipts for a particular job without markups. The County reserves the right to purchase parts and materials directly to be given to the Contractor to perform the installation at the hourly rates listed in the Form PW-2, Schedule of Prices, As-Needed Services. Upon Contract Manager's negotiation and written approval, the Contractor shall perform the As-Needed Services.

L. 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 scanned and submitted via e-mail to the Contract Manager on a weekly basis.

3. Abate all complaints 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 Public Works may be deducted from the payments owed to the Contractor from Public Works.

M. Safety Requirements

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 Public Works, 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. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

3. 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.

4. It shall be the Contractor's responsibility to provide temporary traffic control (TTC) plans (including, but not limited to, detour plans) while working along roadways, along bike paths, or in the traveled way while moving equipment to and from the jobsite(s) as needed. The Contractor will provide all necessary items (e.g. signs, delineators, barricades, flashing arrow signs, flagpersons, etc.) to accomplish this task. All street closures, detours, lane closures, signs, lights and other TTC devices shall conform to the

California Manual on Uniform Traffic Control Devices (California MUTCD), http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd2012.htm,and the State of California Standard Plans, http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-UScustomary-units-new10.htm, unless otherwise directed by the Contract Manager.

Public Works will furnish any necessary "No Parking" sign(s) at no cost to the Contractor if such signs are warranted for the activities and operations of the Contractor. Signs shall be installed by the Contractor after approval for such by the Contract Manager. Signs shall be installed for each activity or operation, unless such activities or operations will occur within two working days of each other. Signs shall be posted a minimum of 48 hours in advance of the start of each "No Parking" restriction. It shall be the Contractor's responsibility to allow passage of public transit coaches through operation areas at all times. For the Metropolitan Transportation Authority (MTA), the Contractor shall notify the Stops and Zones Representative, (213) 972-7100, at least 48 hours prior to activities and operations at bus stop zones to allow the MTA to temporarily abandon and relocate bus stop zones within the activities and operations area.

The Contractor shall comply with all applicable State and County requirements for the closure or partial closure of streets. The Contractor shall provide flagpersons and watch persons as required to control traffic and advise the public of detours and operation hazards. The Contractor shall also be responsible for compliance with all applicable public safety requirements which may arise during maintenance operations.

Any action on the part of the Contract Manager in directing the Contractor's attention to any inadequacy of the required TTC devices and services or any action of Public Works to alleviate the Contractor's inadequacies shall not relieve the Contractor from its responsibility for public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide and maintain these devices and services and Public Works is required to alleviate said condition, the total charges of labor, equipment and materials, including overhead and transportation, accrued by Public Works for such work will be deducted from any monies due the Contractor.

The Contractor shall be responsible for maintaining TTC devices in their proper positions at all times. The Contractor shall replace, repair, or clean such devices whenever necessary in order to ensure and preserve their appearance and functionality.

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.

4. Maintain a certified arborist and/or a certified horticulturist's on staff 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

Public Works will pay for all utilities with the exception of the telephone. No electrical connections will be provided. However, water usage shall not exceed the 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. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

R. 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.

S. 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 State of California Qualified Applicator license. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Qualified Applicator license and Pest Control Business license 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. The Contractor shall consult and receive written permission from the Contract Manager prior to performing any chemical eradication.

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. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.

5. 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 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.

6. 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.

7. 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.

8. 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.

9. Contractor must register annually with each County Agricultural Commissioner in those areas they plan to do work.

10. Contractor must provide annual handler training.

11. Contractor must store the pesticides properly.

T. 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.

U. 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.

V. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope

of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. 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).

X. Responsibilities of the Contractor

1. Contractor shall account for all work required in this Exhibit A, Scope of Work, whether or not it is specified in Form PW-2, Schedule of Prices.

2. The Contractor or its managing employee shall have a minimum of three years of experience providing landscape maintenance services.

3. The Contractor's on-site supervising employee(s) shall have at least three years of experience supervising landscaping services.

4. The Contractor must maintain a valid and active State Contractor's Class C-27 (Landscaping Contractor) license.

5. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

6. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Qualified Applicator license.

7. Prior to performing any tree work, the Contractor and/or Subcontractor(s) shall provide a staff with a valid and active certified arborist and/or a certified horticulturist.

Y. Responsibilities of Public Works

Public Works will determine the need for, and provide, jobsite inspection.

Z. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for Public Works to direct the cessation of all work activities and operations at no cost to Public Works until such time as the Contractor is in compliance.

AA. 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 certain specified performance requirements, Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely 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 indemnification 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 the Contract:

a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.

b. The parties are both experienced in the performance of the Contract work.

c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of Public Works 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 the Contract work in accordance with the terms and conditions of the Contract at the Proposal 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 Public Works for the award of the Contract.

f. The liquidated sums specified represent a fair approximation of the damages incurred by Public Works 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 and deduct from monies due the Contractor, liquidated damages in the sum of $500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by Contract Manager.

8. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary to evaluate Contractor's performance and assess liquidated damages identified therein.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. 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.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of 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 includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. 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, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in 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.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a 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, Invitation for Bids, Request for Statement of Qualifications, 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 by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

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 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 Contractor and the Board or if delegated by the Board, the Director and Contractor. 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 Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of 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 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 County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, 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. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. 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. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that 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 Contractor with the poster to be used.

M. 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), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect 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 for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, 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 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all 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).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and

Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).

3. 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 applicable 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. 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. 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 Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While 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 Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of $500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. Notice of Delays

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 business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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).

CC. Notices

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 with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
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 Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if 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.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that 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 Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's 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 subparagraph 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 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 (5) 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 Los Angeles County, provided that if any such materials and information is located outside Los Angeles 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. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

   a. A description of the work to be performed by the Subcontractor.

   b. A draft copy of the proposed subcontract.

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. 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 Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice.

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.

c. The appointment of a bankruptcy Receiver or Trustee for Contractor.

d. The execution by Contractor of a general assignment for the benefits of creditors.

2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

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.

D. 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 Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

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. 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.

G. 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 or providing services.

H. Labor Law Compliance

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, including compliance with prevailing wage laws. The Contractor 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 and when applicable, is required to pay current prevailing wage rate s adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. 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 and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to 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 County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall 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.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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 Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers ("County Indemnities"), 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 Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers 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 Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County 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. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by 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 Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

   a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

   b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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 County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, 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 County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of 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 Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct 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 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 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 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 Contractor uses any Subcontractor to perform services for 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 Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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 County, and where 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.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of 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 County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of 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 County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 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 County under this Contract. If Contractor uses any Subcontractor to perform services for 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 and a copy of the Living Wage Program shall be attached to the subcontract. "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 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 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. 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. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to 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 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 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 Contractor pays the Employee any amount for that time or if California law requires 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 Contractor and 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 Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by 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 County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If 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 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), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, 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. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of 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 posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to 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, 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, 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 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 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 County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination/Suspension: 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, suspend or terminate this Contract.

2. 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, 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, 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. County may withhold said amount until Contractor has satisfied 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 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 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. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: 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, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, 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, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

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 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 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 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 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, suspend or terminate this Contract.

J. Contractor Standards

During the term of this 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 County, Contractor shall demonstrate to the satisfaction of 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.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than ten percent of the amount of this Contract.

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. 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. 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 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 County any difference between this Contract amount and what County's costs would have been if this 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 this Contract.

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 Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

PREVAILING WAGES

A. Prevailing Wages

The Director of the California Department of Industrial Relations has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in

connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of $250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

SECTION 14

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

B. 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 Disabled Veteran Business Enterprise.

C. 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 Disabled Veteran Business Enterprise.

D. If Contractor has obtained certification as a Disabled Veteran 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 Non-responsibility and Contractor Debarment).

E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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 2012 are less than $50,270 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, 2013.

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 from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

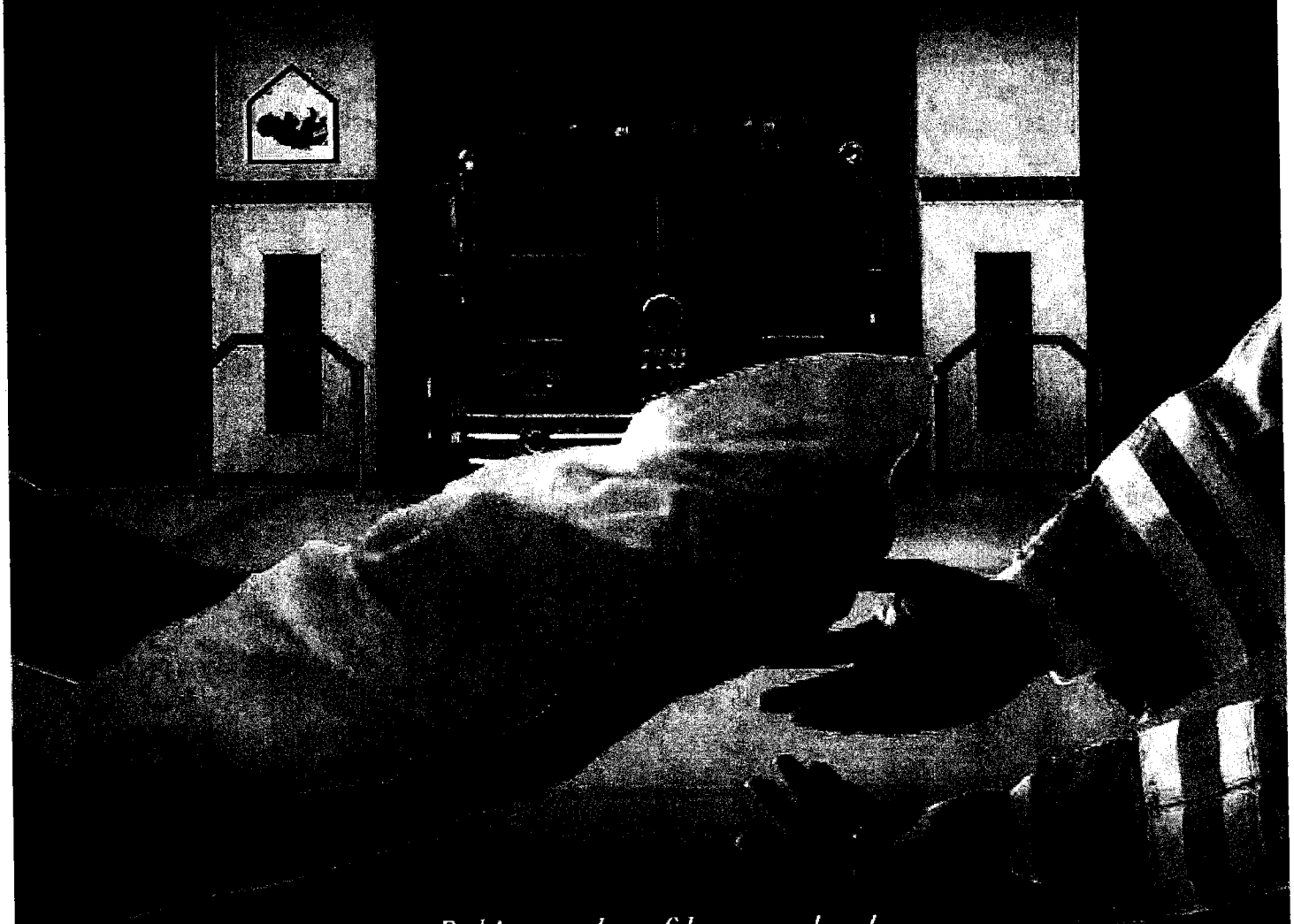
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of $800, he or she must file a 2012 tax return to get the $800 refund.

EXHIBIT D

Safely Surrendered *Baby Law*



Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT D

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

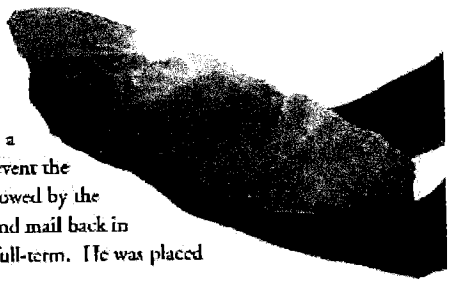
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT D

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT D

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT E

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT F

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. CONTRACT COMPLIANCE				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	☐Yes ☐No ☐N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost	☐Yes ☐No ☐N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/ Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	$50 per day per report that is late or not submitted	☐Yes ☐No ☐N/A	
2. Special Reports As Needed	Filed within time frame requested.	$50 per day per report that is late or not submitted	☐Yes ☐No ☐N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California	$100 per employee per day who is not certified as passing the background check	☐Yes ☐No ☐N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	Department of Justice to include State and local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.			
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	$50 per error resulting from lack of orientation	☐Yes ☐No ☐N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	$50 per occurrence	☐Yes ☐No ☐N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
5. Uniform	Uniforms worn by all day time employees on the job.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
6. Training program	Document training of each employee.	$250 per untrained employee	☐Yes ☐No ☐N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	$50 per employee, per occurrence	☐Yes ☐No ☐N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County	$50 per occurrence	☐Yes	

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PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	in writing of any change in name or address of the Project Manager.		☐No ☐N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	$50 per complaint not responded to within the time frame outlined in the specifications	☐Yes ☐No ☐N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	$50 per occurrence	☐Yes ☐No ☐N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	$100 per occurrence	☐Yes ☐No ☐N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	$50 per occurrence plus suspension	☐Yes ☐No ☐N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	$200 per occurrence	☐Yes ☐No ☐N/A	
7. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager.	$100 per day for use of non English-speaking supervisor plus suspension	☐Yes ☐No ☐N/A	
E. CONTRACT ADMINISTRATION				

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PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	$200 per day; work/contract suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	$200 per occurrence	☐Yes ☐No ☐N/A	
3. Use of Subcontractor without Approval and/or Authorization	Obtain County's written approval prior to subcontracting any work.	$500 per occurrence plus suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	$200 per day; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
5. Assignment and Delegation	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 County.	$200 per day the County is not informed of this change; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	$500 per occurrence; suspension; possible termination for default of contract	☐Yes ☐No ☐N/A	
F. SCOPE OF WORK				

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PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
1. ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
2. ALL MANAGEMENT AND SUPERVISION	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
3. MOWING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
4. MECHANICAL EDGING				
a. Turf Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Groundcover	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
5. WEED REMOVAL				
a. Walks, Beds, Planters, and Groundcover Hardscape	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Bare Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
c. Undeveloped Areas	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No	

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PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
			☐N/A	
6. LITTER CONTROL	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
7. RAKING				
a. Turf Under Trees	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Planter Beds and Planters	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
8. SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a. Tree Safety Clearance / Tree Pruning	As required in the Scope of Work.	$200 per tree per occurrence	☐Yes ☐No ☐N/A	
b. Shrub Safety Clearance / Shrub Pruning	As required in the Scope of Work.	$100 per plant per occurrence	☐Yes ☐No ☐N/A	
c. Hedge Shaping / Trimming	As required in the Scope of Work.	$100 per plant per occurrence	☐Yes ☐No ☐N/A	
9. GROUNDCOVER MAINTENANCE	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
10. DETHATCHING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
11. AERATION	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
12. TURF RESEEDING/ RESTORATION OF BARE AREA	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
13. TURF AND PLANT FERTILIZATION	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
14. SWEEPING	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
15. DISEASE/INSECT/RODENT CONTROL	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
16. CHEMICAL APPLICATION				
a. Turf - detailing general turf areas with systematic herbicides	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas,	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17. WATERING / IRRIGATION				
a. Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
b. Reset rain sensor on controller	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
c. Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
d. Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
e. Valve Box Integrity - replace covers, check for safety and security, more often if necessary	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
f. Manual Watering of	As required in the Scope of Work.	$100 per occurrence	☐Yes	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

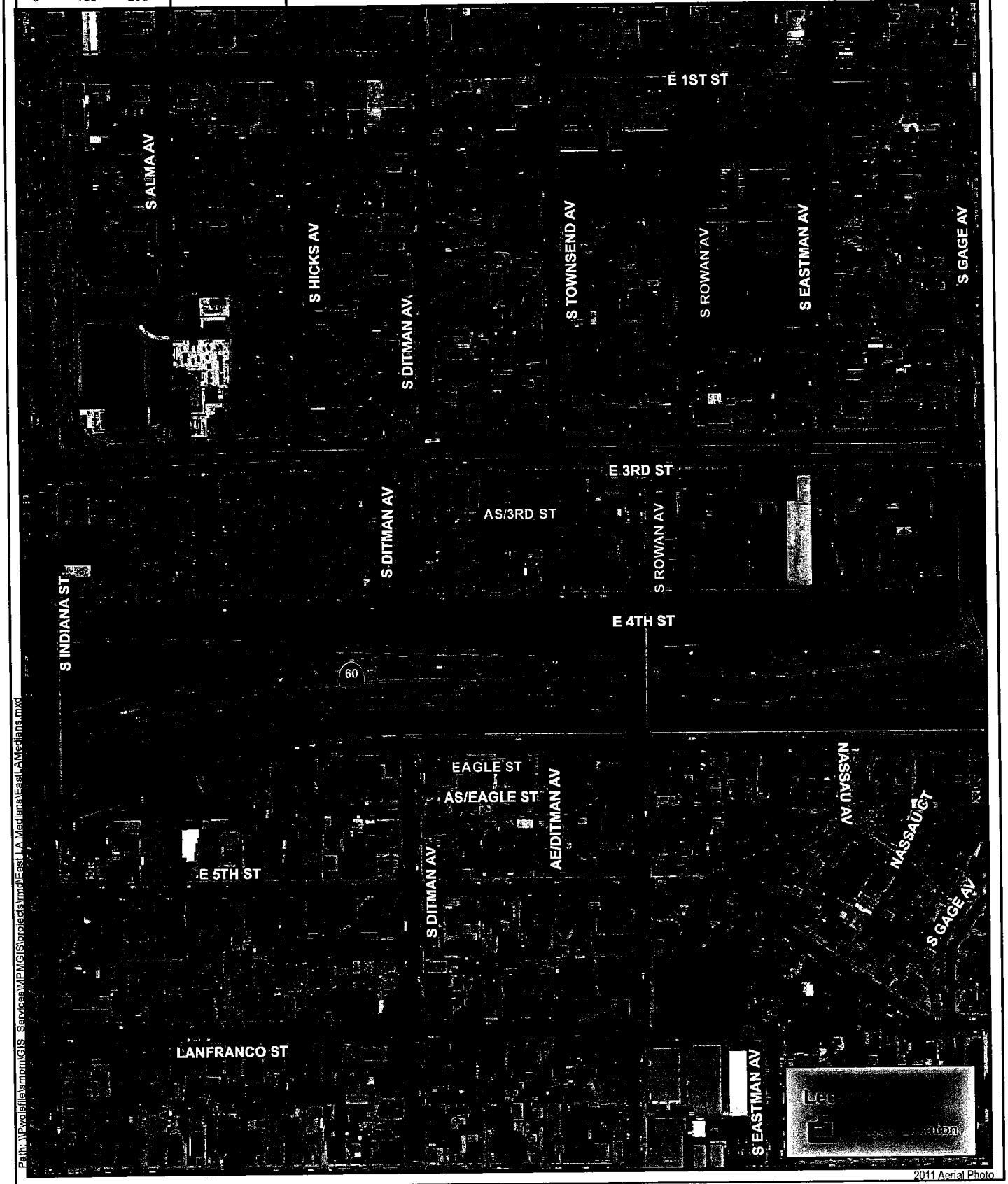
Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
Shrubs and Turf, more often if necessary			☐No ☐N/A	
g. Inspect salt buildup and inject solution for cleaning	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
h. Flush and inspect Y-filter at each RCV	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
i. Flush and inspect Y-filter at each backflow	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
j. Flush each irrigations system (Every time any work is done on the irrigation system)	As required in the Scope of Work.	$100 per occurrence	☐Yes ☐No ☐N/A	
18. LOW IMPACT DEVELOPMENT (LID) MAINTENANCE	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	
19. PLANTING OPERATIONS	As required in the Scope of Work.	$250 per day if the work is not done within the time frame specified by the Contract Manager	☐Yes ☐No ☐N/A	

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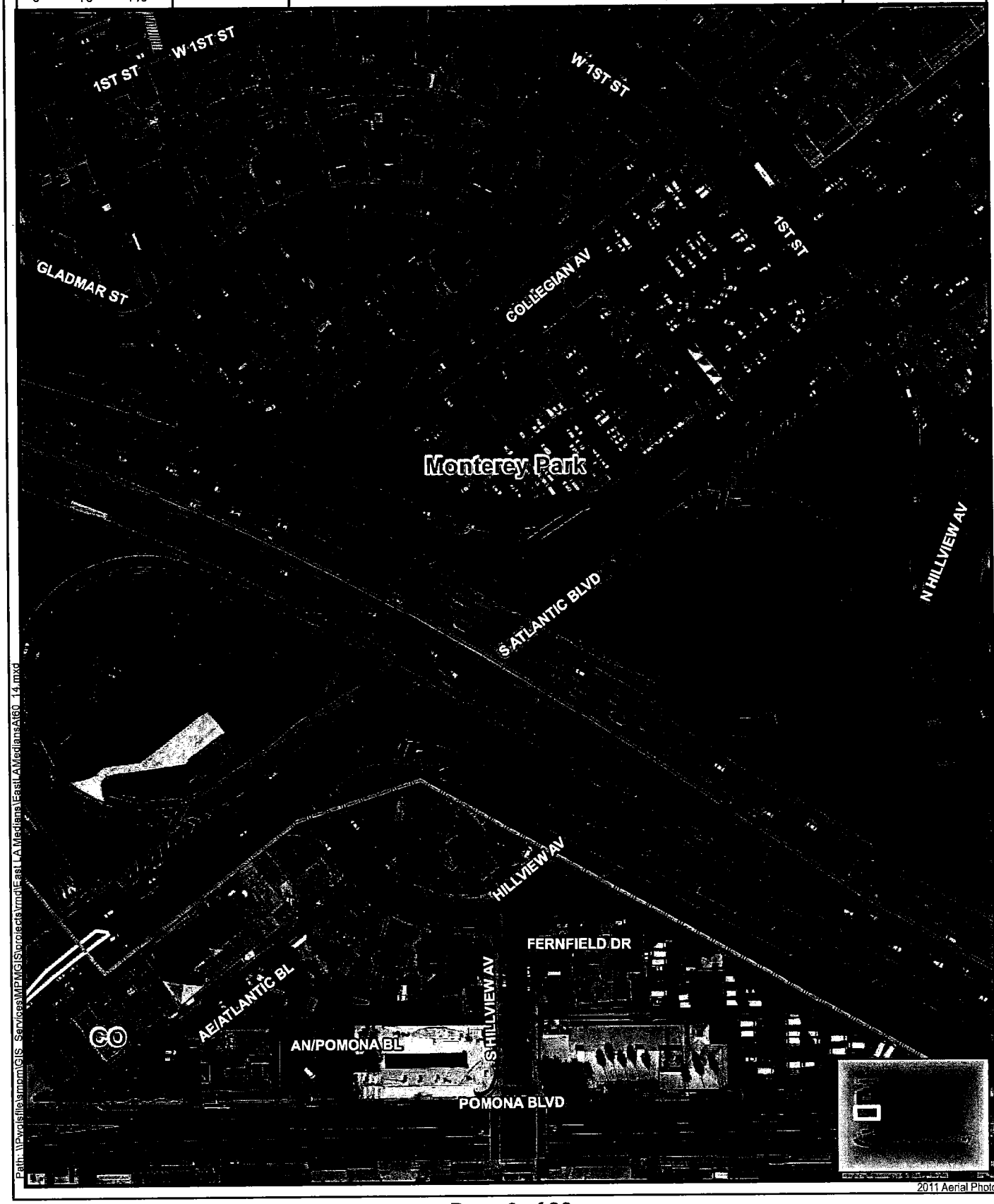
SERVICE AREA MAPS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST LOS ANGELES MEDIANS

Location & Limits	Thomas Guide Page #
1. 4th Street Soundwall- Gage Avenue to Indiana Street	635-D6
2. Atlantic Boulevard – Eastbound off ramp to First Street	635-H6 & J6
3. Atlantic Boulevard – South of Pomona Freeway to Repetto Street	635-H6
4. Burger Avenue Sound Wall – Humphreys Avenue to 200 feet west of Humphreys Avenue	635-F7
5. Vine Landscape wall on Second Street at Ford Boulevard	635-F6
6. City Terrace Drive and Eastern Avenue-Monument, Marengo Avenue to Miller Avenue	635-E3 and F3
7. Ford Boulevard at Olympic Boulevard- Intersection of Ford Boulevard at Olympic Boulevard	675-F1
8. Herbert Avenue at City Terrace Drive and Pedestrian Bridge on Marengo West of City Terrace Drive	635-D3
9. Langford Park- End of Cul-de-Sac at Langford Street	635-E7
10. Triangle Median – Intersection of Beverly Boulevard/ Pomona Avenue/Woods Avenue	635-H6
11. Pedestrian Bridge at Pomona Freeway	635-G6
12. Arizona Avenue/ Mednik Avenue – Telegraph Road to 3rd Street	635-G6,G7 and 675-F1
13. Beverly Boulevard – Woods Avenue to Montebello City Boundary	635 -H6 and J7
14. Clela Avenue – Vancouver Avenue to Alley North of Telegraph Road	675-G2
15. Vancouver Avenue – Clela Avenue to Woods Place	675-G2
16. First Street – 500 Feet west of Mednik Avenue to Mednik Avenue	635-G6
17. Gleason Street – Dangler Avenue to Kern Avenue	635-G6
18. Gerhart Avenue – Pomona Freeway to Beverly Boulevard	635-J6 and J7
19. Woods Avenue – Louis Place to Carolina Place	675-G1
20. Atlantic Boulevard – Telegraph Road	675-G2
21. Eastern Avenue – Blanchard Street to 240 Feet South of Blanchard Street	635-F4
22. Indiana Street – Folsom Street to Floral Drive	635-C5
23. Whittier Boulevard – Burger Avenue to Atlantic Boulevard	635-F7 and 675-G7

N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
Feet 0 130 260	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **4TH STREET SOUND WALL** GAGE AVENUE TO INDIANA STREET	T.G. 635-D6

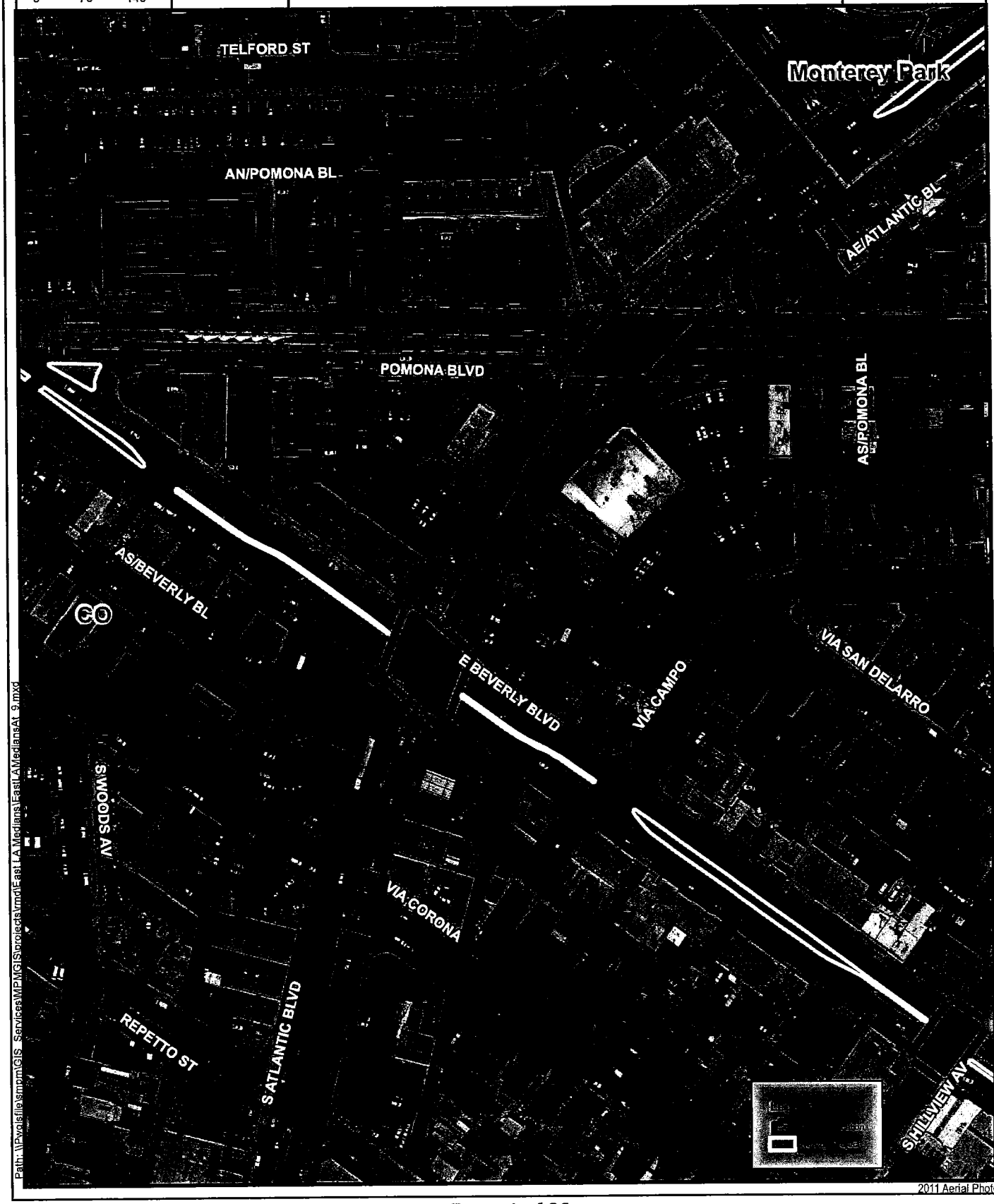


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**ATLANTIC BOULEVARD** EAST BND 60 FWY OFF RAMP TO 1ST ST (MONTEREY PARK)	T.G. 635-H6 & J6



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N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
Feet 0 70 140	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **ATLANTIC BOULEVARD** SOUTH OF POMONA FWY TO REPETTO ST	T.G. 635-H6



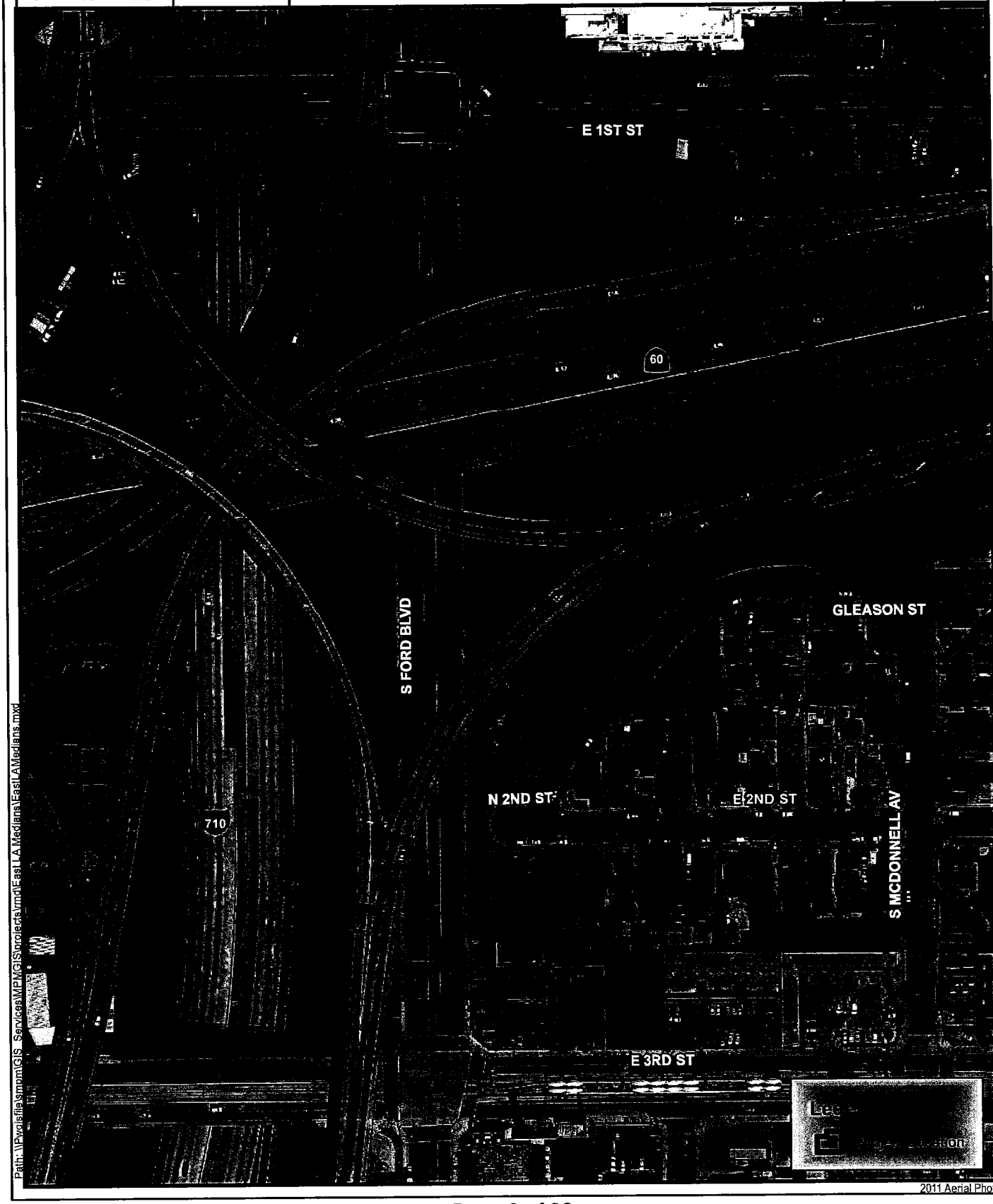
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Feet 0 60 120	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **BURGER AVENUE SOUND WALL** HUMPHREYS AVENUE TO MINES AVENUE	T.G. 635-F7



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Feet 0 70 140	CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION	**EAST LA VINE PLANTING - 2ND ST AT FORD BLVD** ON FORD BLVD BETWEEN 3RD ST AND 1ST ST	T.G. 635-F6



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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**CITY TERRACE DRIVE** @ EASTERN AVENUE	T.G. 635-F3

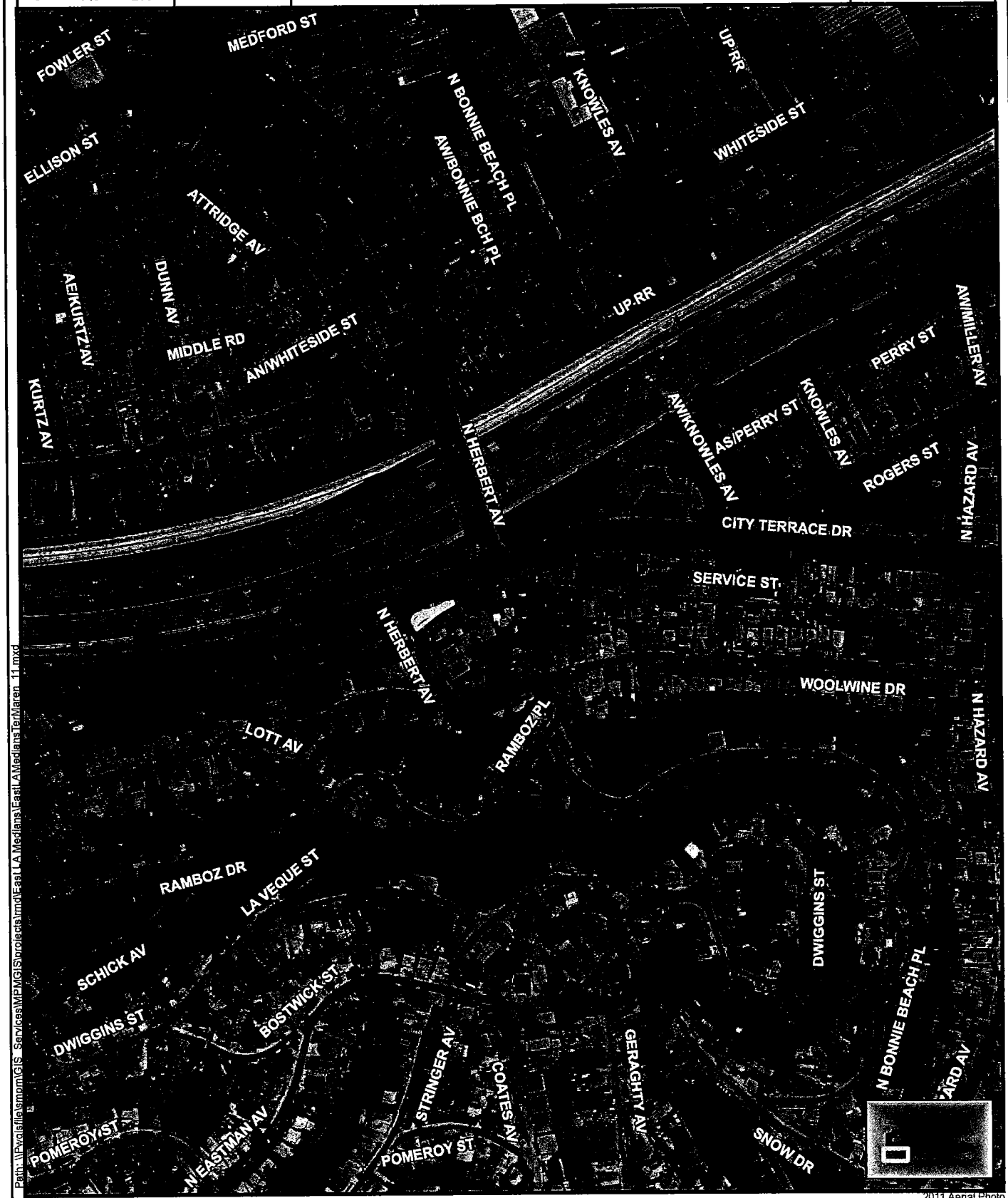
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Feet
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N / 0 140 280 Feet	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **CITY TERRACE DRIVE** MARENGO AVENUE TO MILLER AVENUE	T.G. 635-E3



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Feet 0 15 30	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **FORD BOULEVARD @ OLYMPIC BOULEVARD** INTERSECTION OF FORD BOULEVARD @ OLYMPIC BOULEVARD	T.G. 675-F1



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N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
Feet 0 10 20	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **CITY TERRACE DRIVE AT HERBERT** INTERSECTION OF HERBERT AND CITY TERRACE DRIVE	T.G. 635-D3



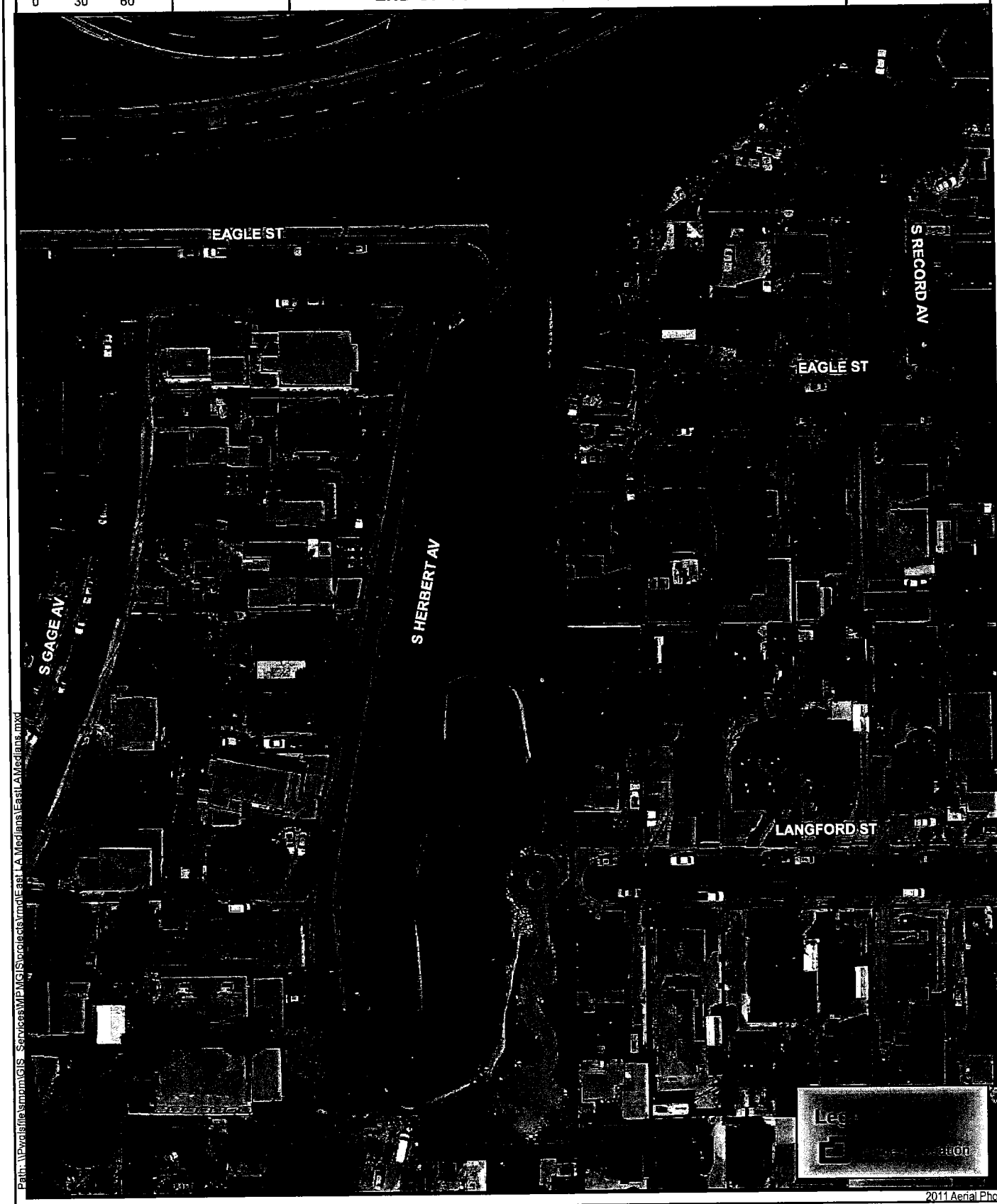
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Feet 0 20 40	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **CITY TERRACE DRIVE PEDESTRIAN BRIDGE** ON MARENGO STREET CROSS STREET CITY TERRACE DRIVE	T.G. 635-D3



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N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
Feet 0 30 60	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **LANGFORD PARK** END OF CUL-DE-SAC AT LANGFORD STREET	T.G. 635-E7

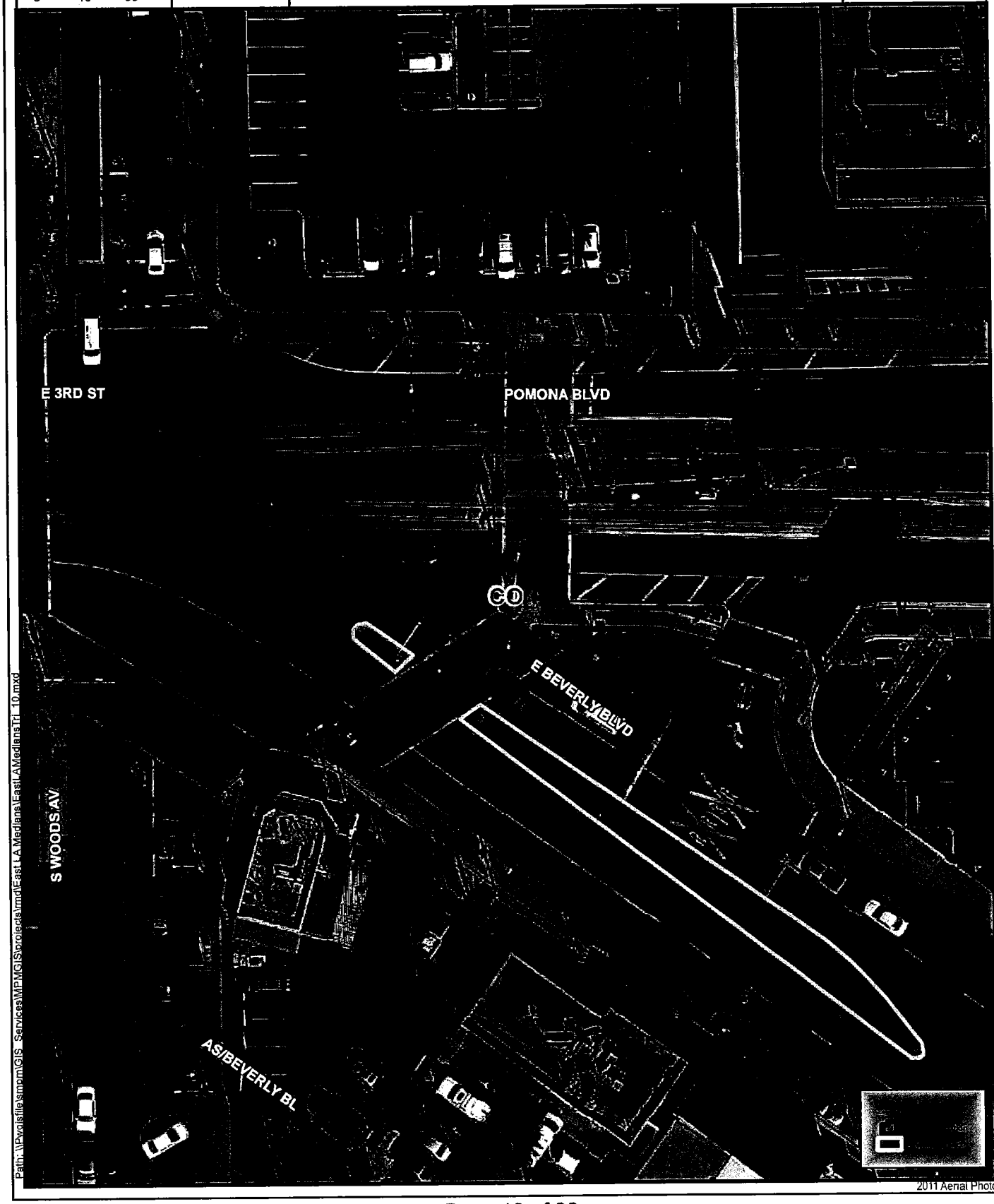


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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**TRIANGLE MEDIAN** INTERSTN OF BEVERLY BLVD/POMONA BLVD/ATLANTIC BLVD	T.G. 635-H6

N

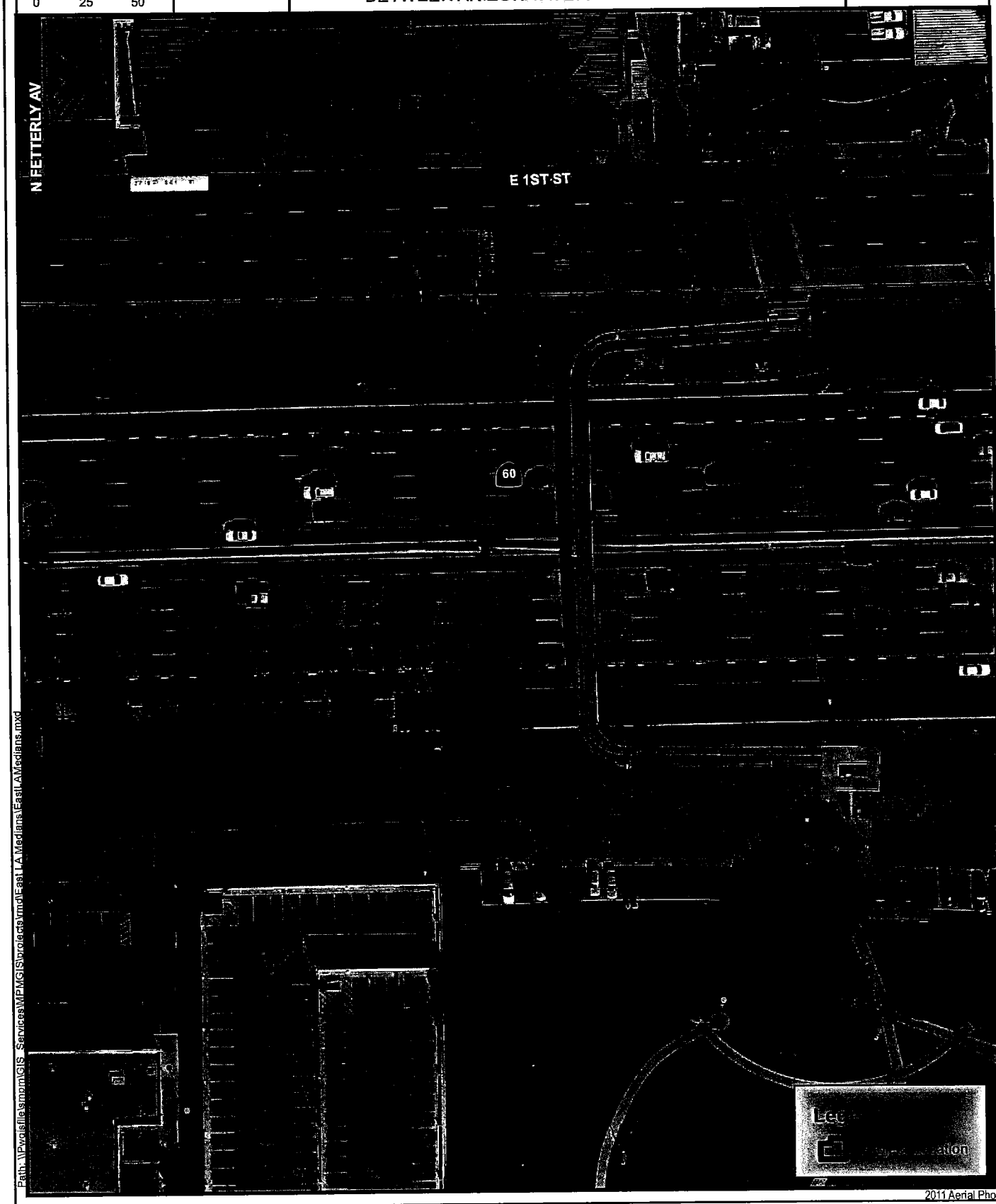
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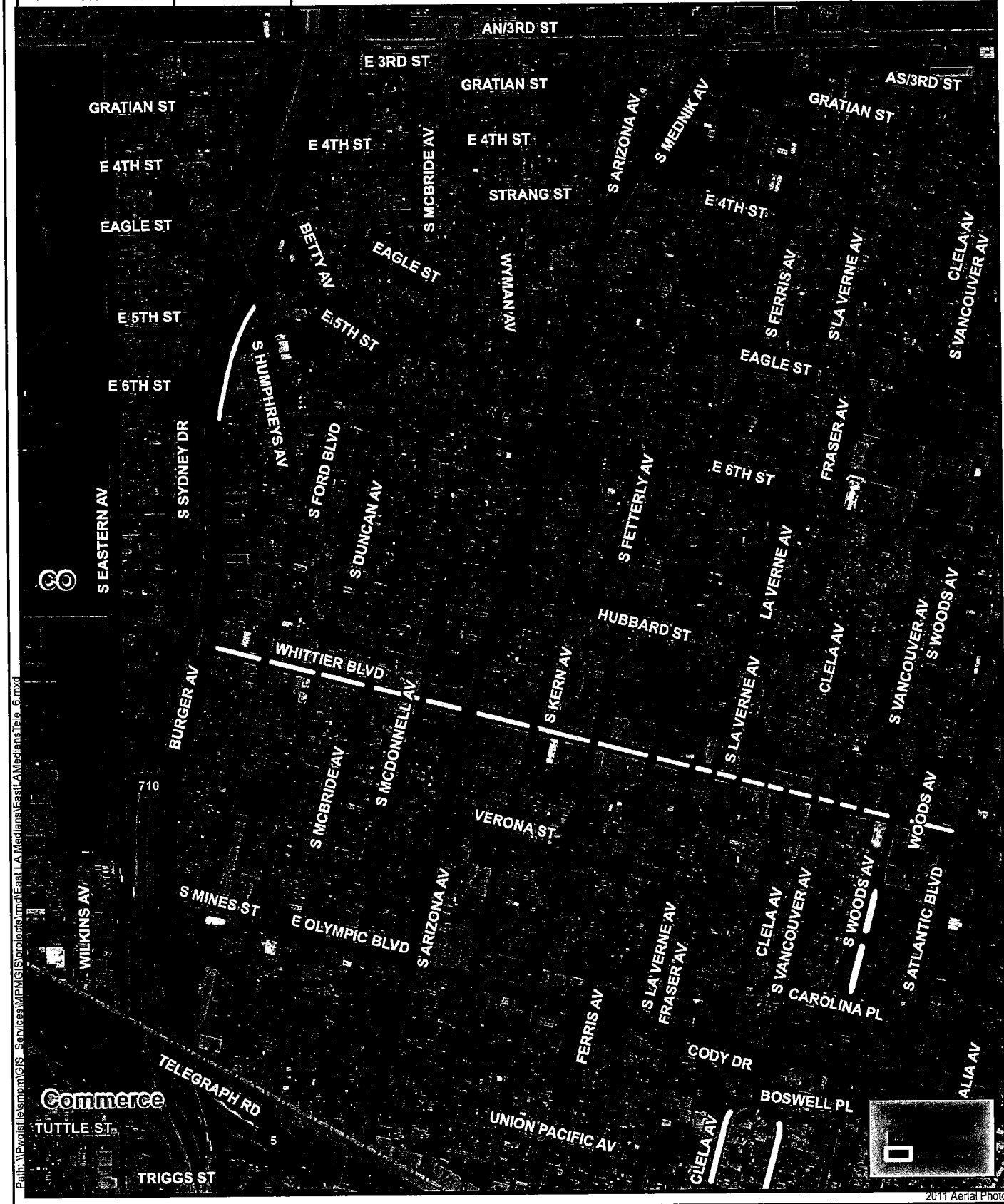
2011 Aerial Photo

N	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS	
Feet 0 25 50	CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION	**STATE ROUTE 60 PEDESTRIAN BRIDGE AT EAST LA** BETWEEN ARIZONA AVE AND VANCOUVER AVE	T.G. 635-G6



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Feet 0 315 630	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **ARIZONA AVENUE / MEDNIK AVENUE** TELEGRAPH ROAD TO 3RD STREET	T.G. 675-G6,G7,F1

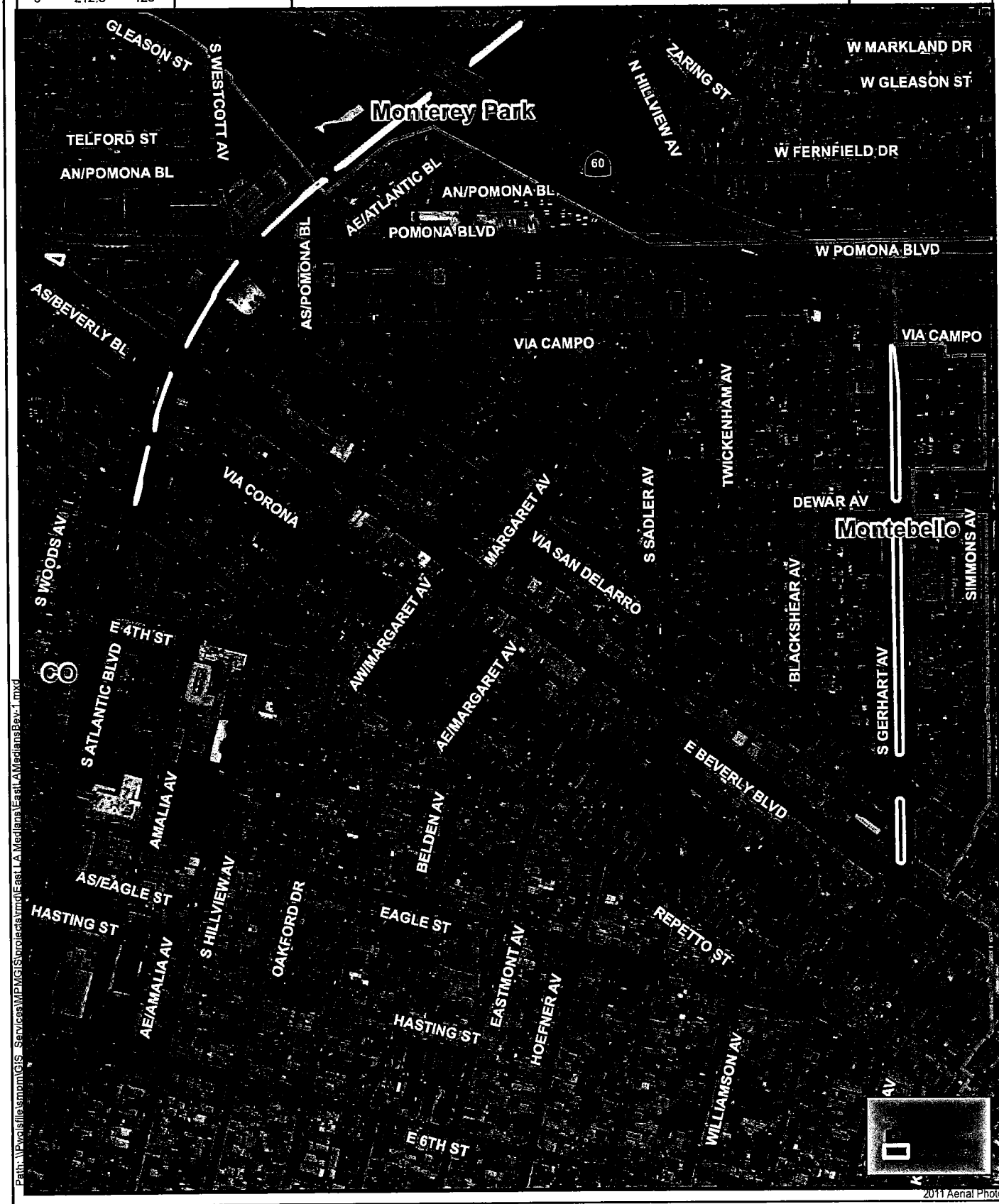


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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**BEVERLY BOULEVARD** WOODS AVE TO MONTEBELLO CITY BOUNDARY	T.G. 635-H6,J7

N

Feet
0 212.5 425

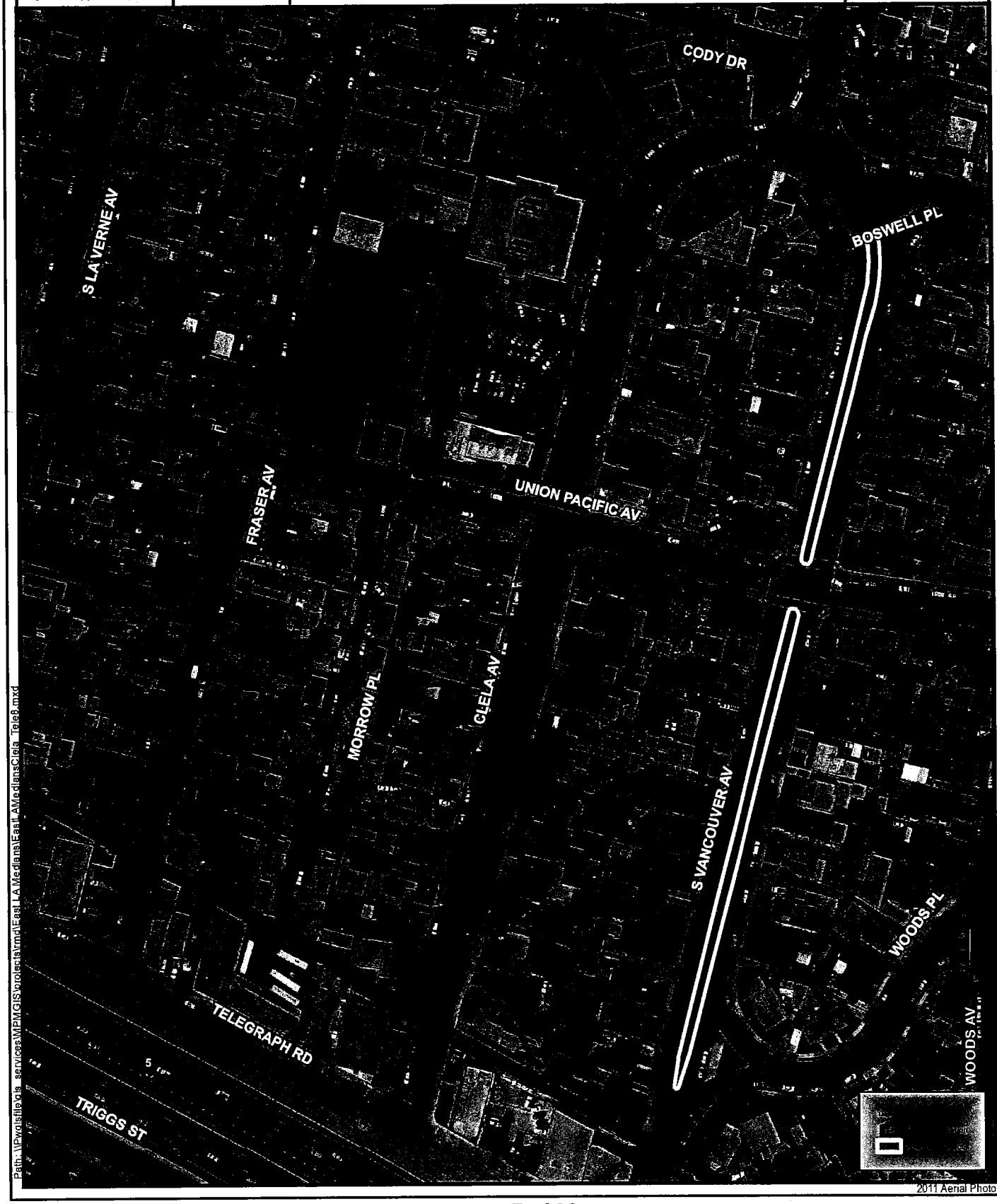


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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**CLELA AVENUE** VANCOUVER AVE TO ALLEY NORTH OF TELEGRAPH ROAD	T.G. 675-G2

N

Feet
0 65 130



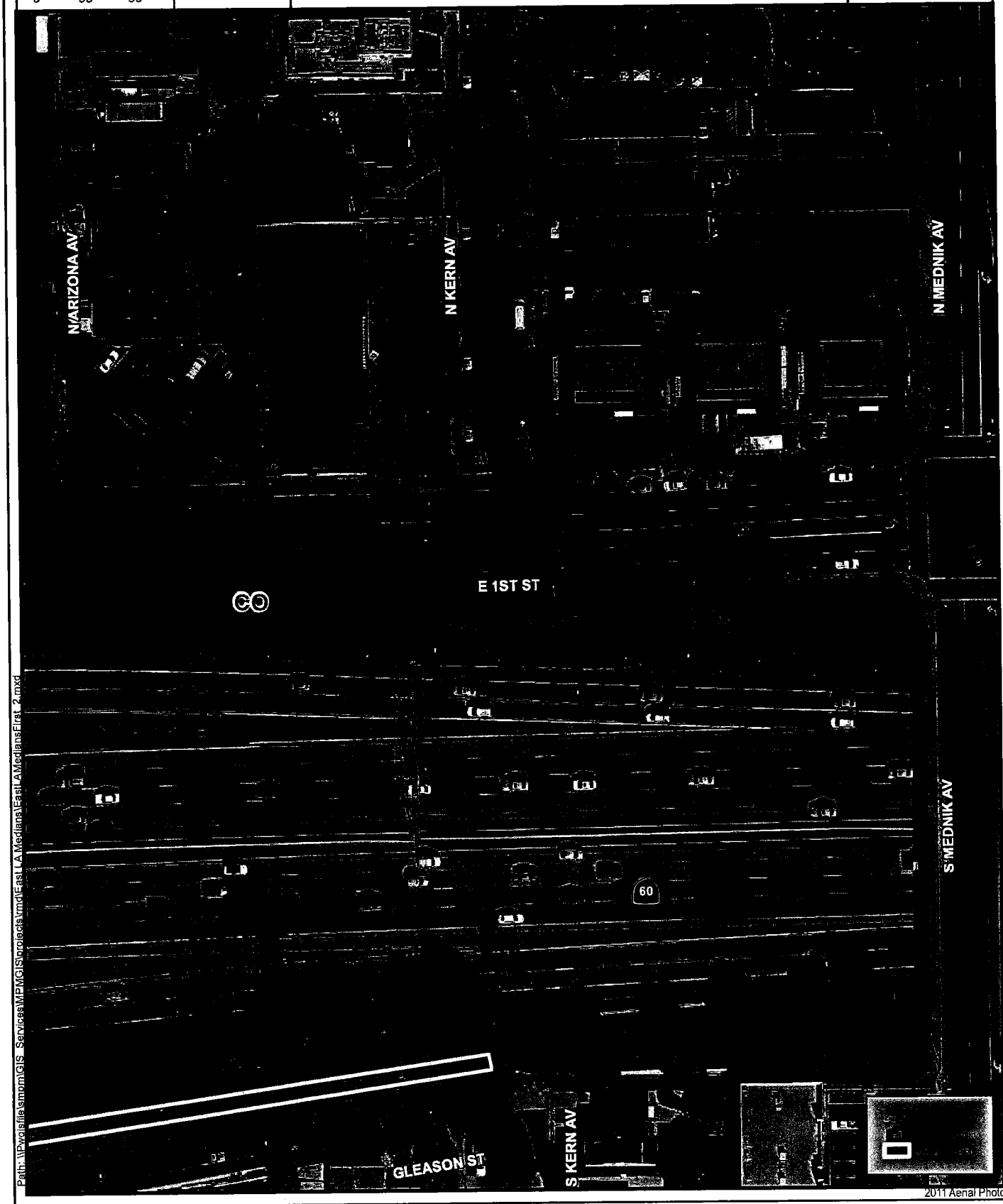
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Feet 0 70 140	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **VANCOUVER AVE** CLELA AVE TO WOOD PL	T.G. 675-G2



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Feet 0 30 60	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **FIRST STREET** 500' WEST OF MEDNIK AVE TO MEDNIK AVE	T.G. 635-G6

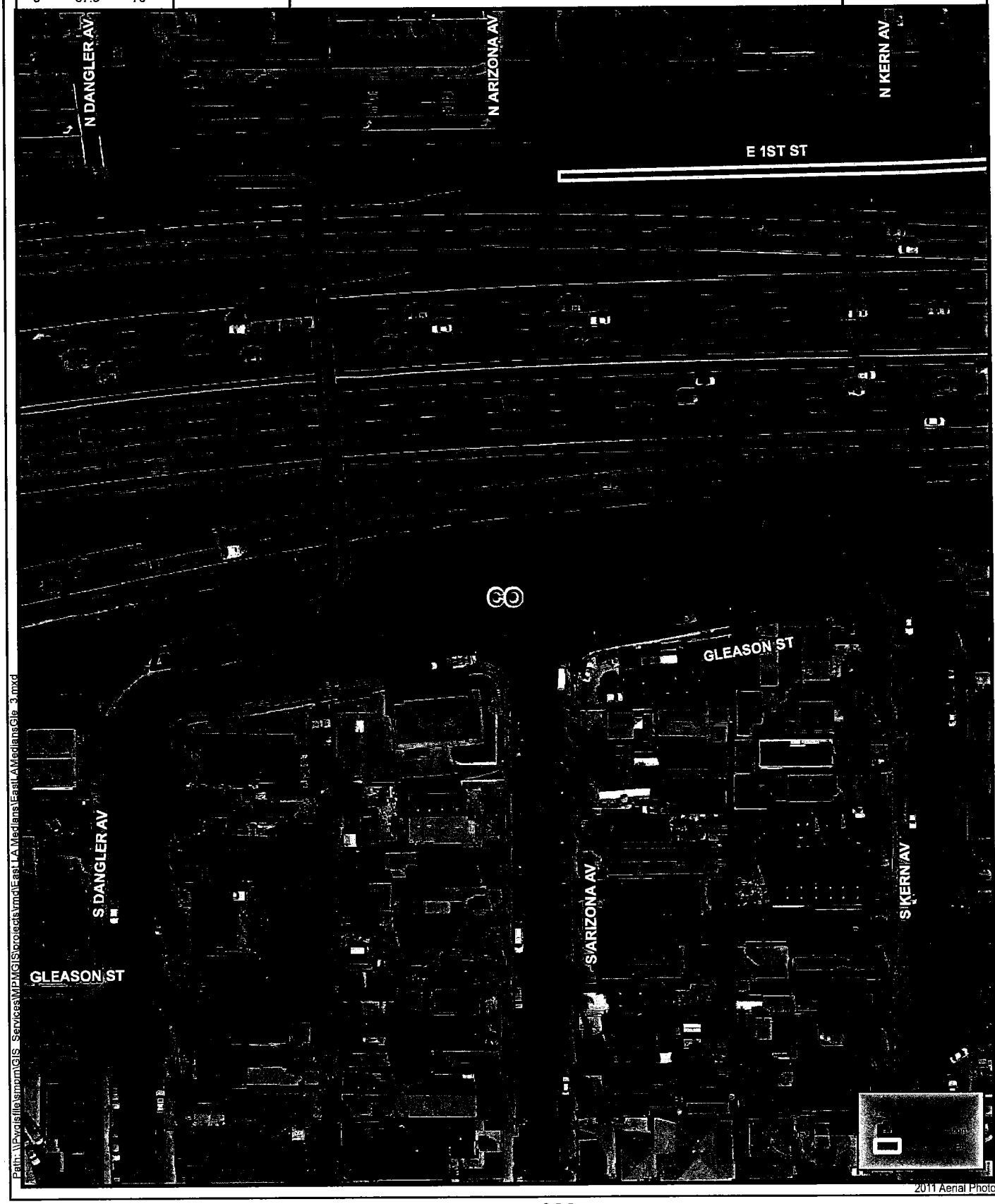


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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**GLEASON PARKWAY** DANGLER AVE TO KERN AVE	T.G. 635-G6

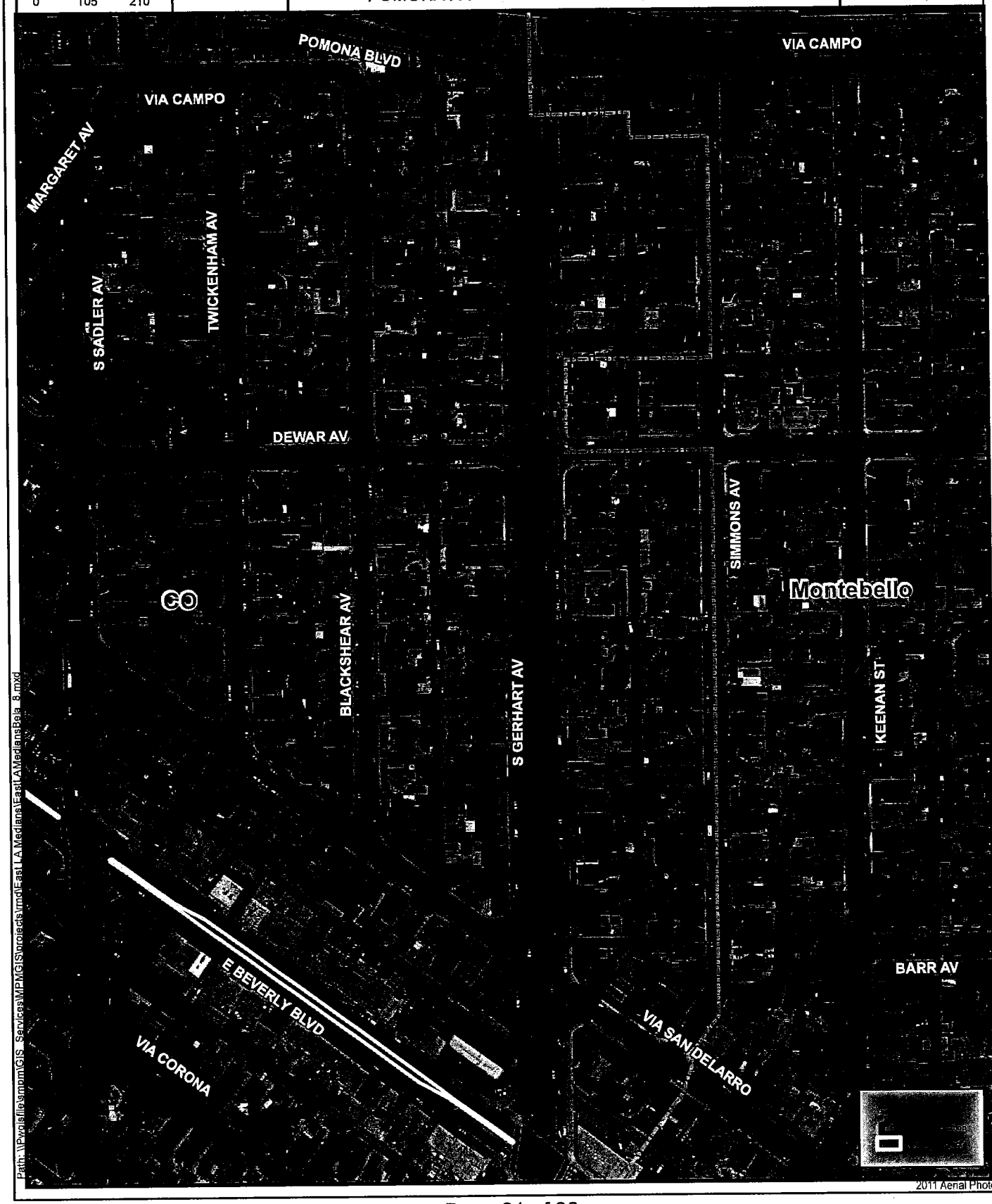
N

Feet
0 37.5 75



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Feet 0 105 210	CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION	**BELLA VISTA MEDIAN (GERHART AVENUE)** POMONA PARKWAY TO BEVERLY BOULEVARD	T.G. 635-J6, J7



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0 37.5 75 Feet	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **WOODS AVENUE** LOUIS PLACE TO CAROLINA PLACE	T.G. 675-G1

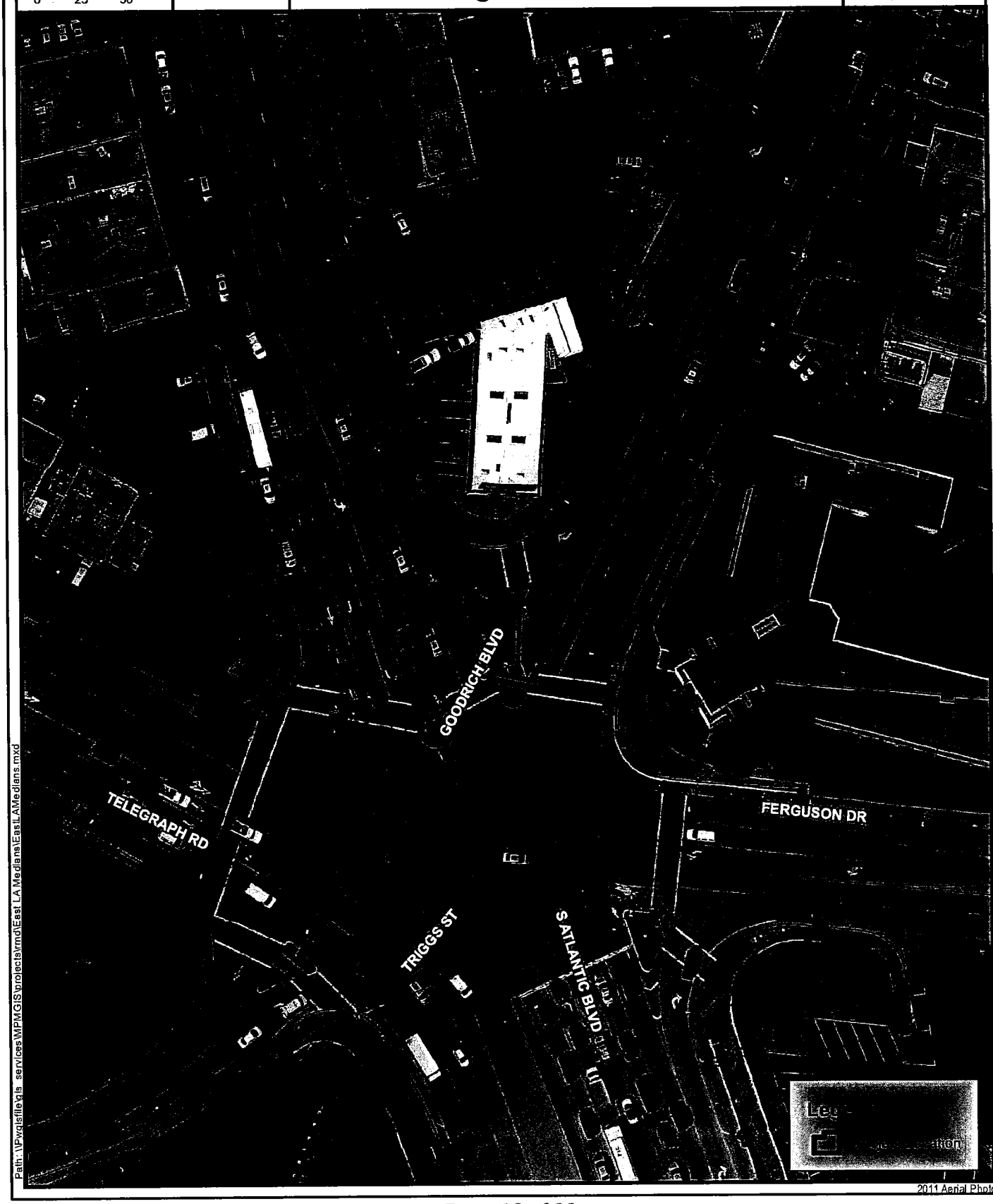


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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**ATLANTIC BLVD** @ TELEGRAPH ROAD	T.G. 675-G2

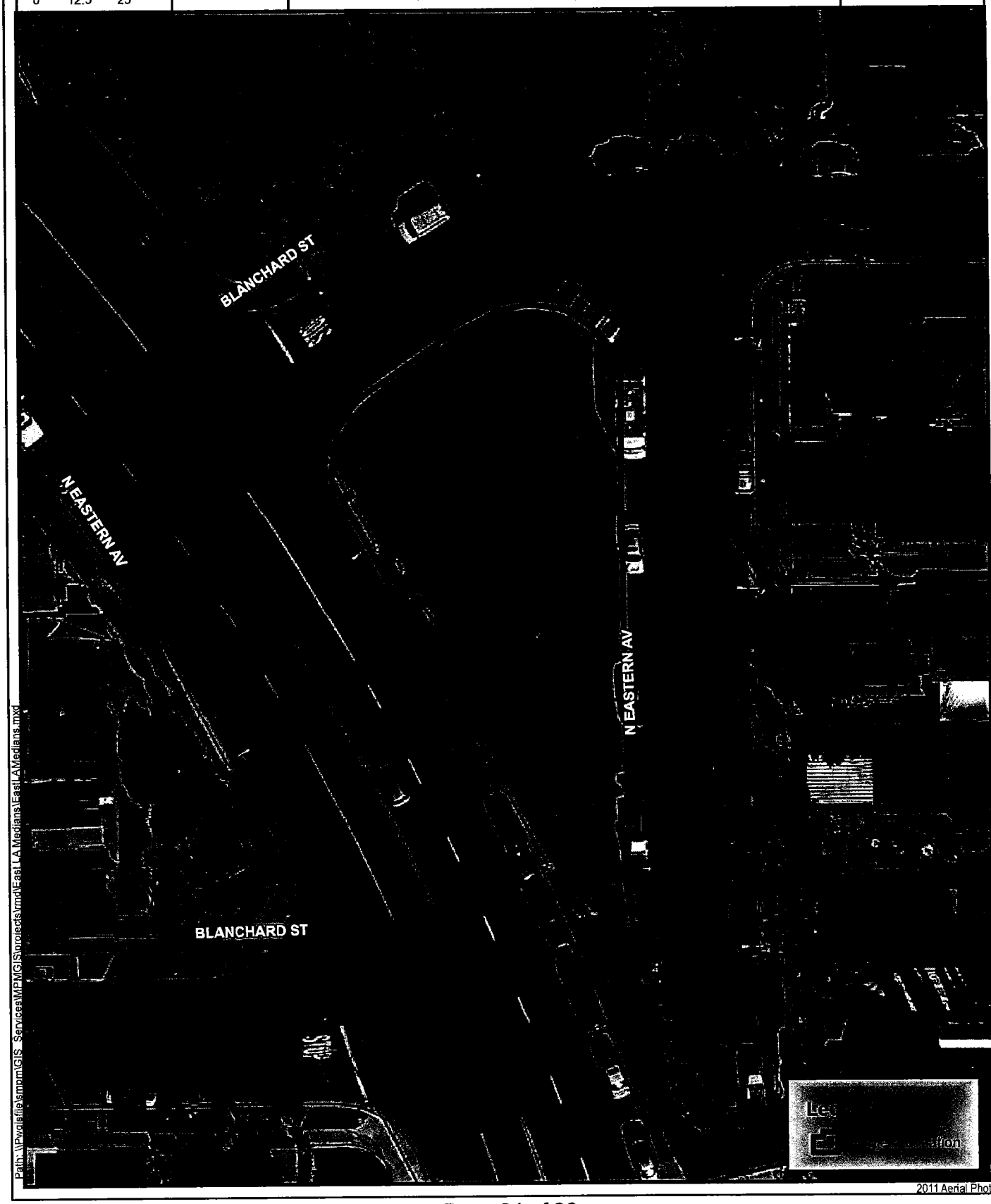
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Feet 0 12.5 25	CONTRACT: MEDIANS DISTRICT 1, RD 142	EXHIBIT F
	LOCATION: **EASTERN AVE @ BLANCHARD** ON EASTERN AVE CROSS STREET BLANCHARD ST	T.G. 635-F4

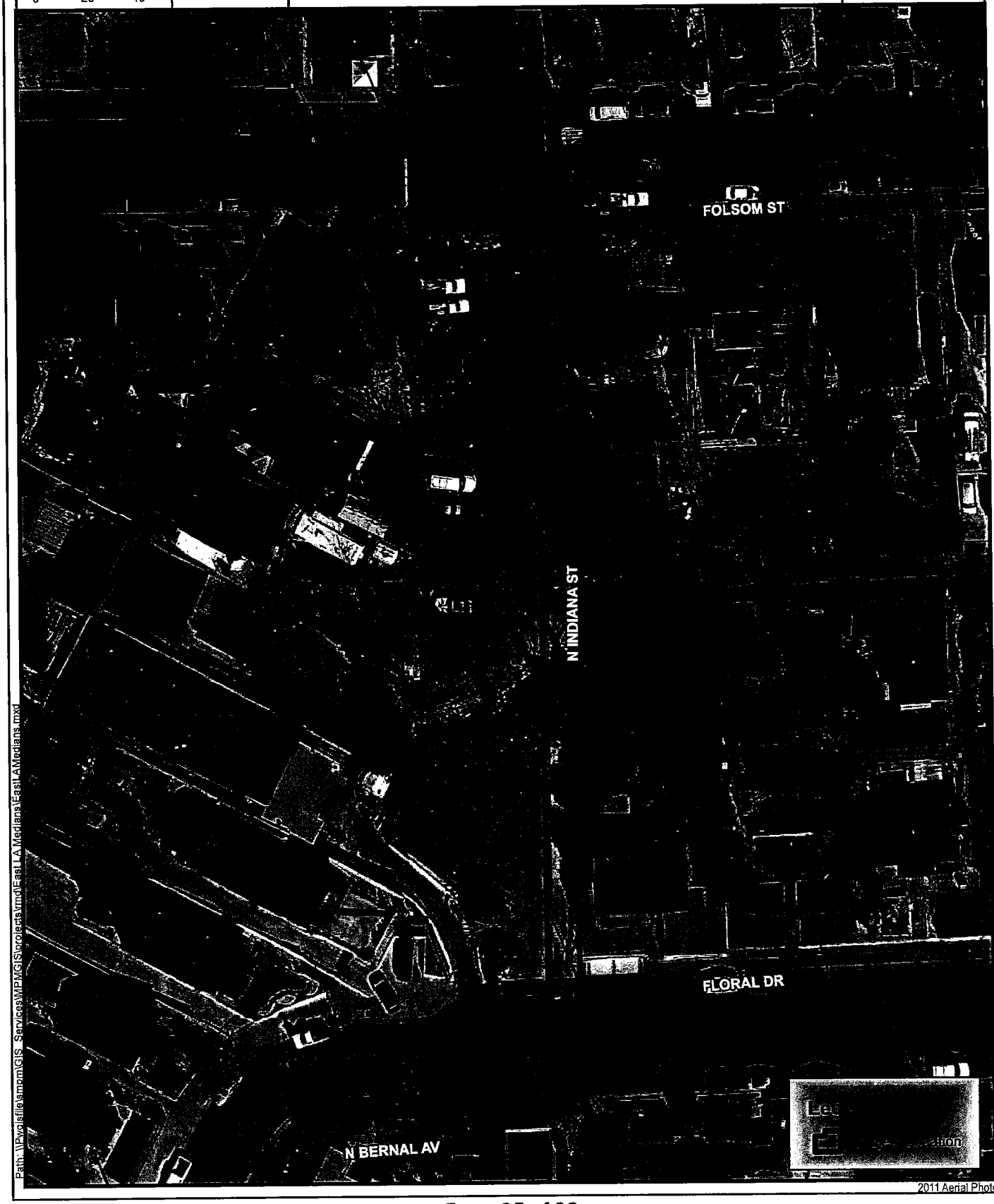


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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**INDIANA STREET** BETWEEN FOLSOM ST AND FLORAL DR	T.G. 635-C5

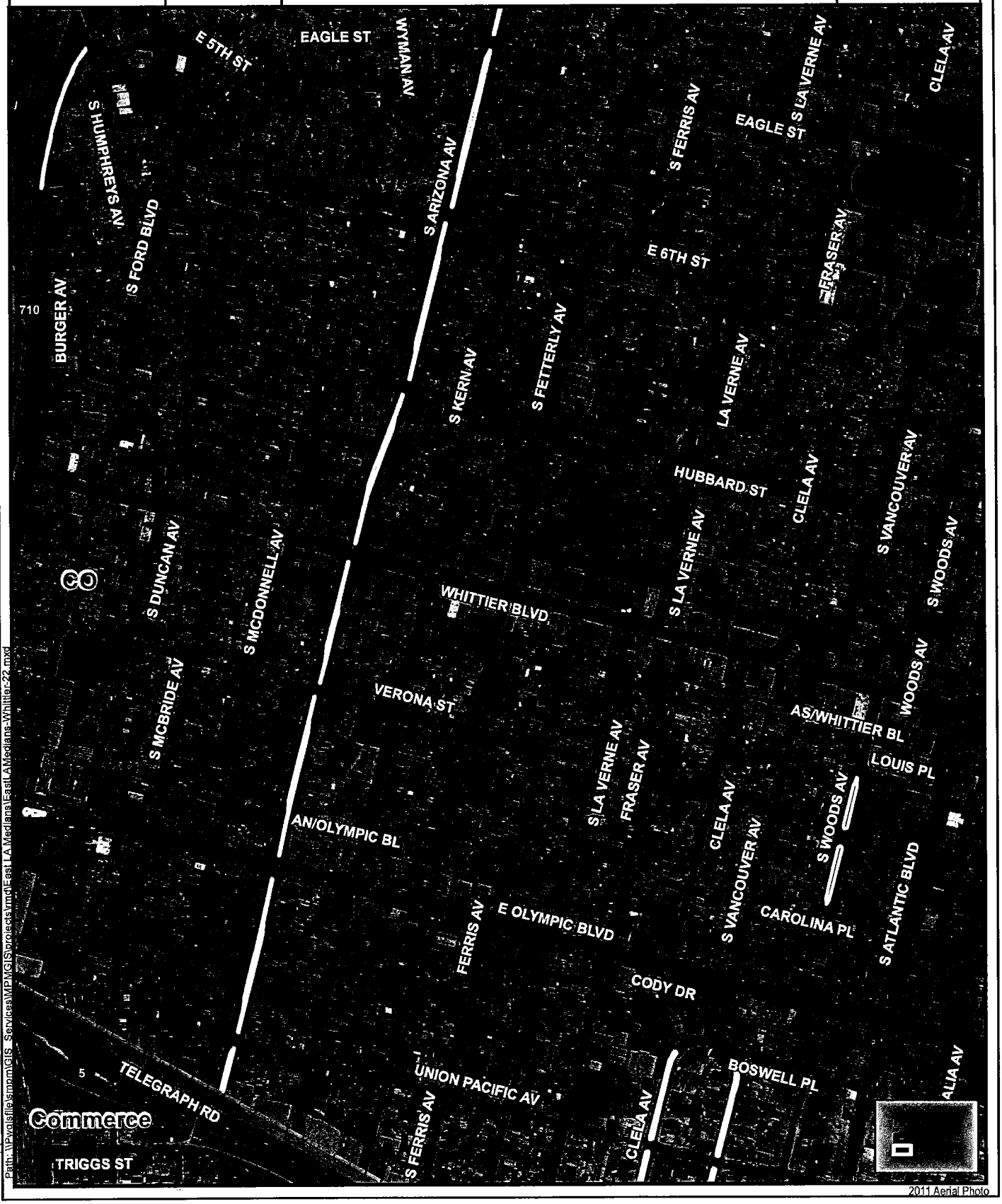
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS		
CONTRACT	MEDIANS DISTRICT 1, RD 142	EXHIBIT F
LOCATION	**WHITTIER BLVD** BURGER AVE TO ATLANTIC BLVD	T.G. 635-F7&7,675-G7



ORIGINAL

County of Los Angeles
Department of Public Works

Request for Proposal
for
Landscape and Grounds Maintenance Services
(2013-PA014)

Submitted By:
TruGreen LandCare
Branch 6354
4134 Temple City Blvd
Rosemead, CA 91770
626/377-9748
626/376-9176 (Fax)

Date of Submittal: January 9, 2014

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3) Letter of Transmittal (Pages 1 - 2)
4) Support Documents for Corporation and Limited Liability Companies (Pages 3 - 4)
5) Experience (Pages 5 - 17)
6) Work Plan (Pages 18 - 20)
7) Quality Assurance Program (Pages 21 - 23)
8) Subcontractors (Pages 24 – 25)
9) Financial Resources (Pages 26 – 33)
10) Licenses and Certifications (Pages 34 – 40)
11) Insurance (Pages 41 – 42)
12) Record Keeping (43 - 58)
13) Forms List (Pages 59 - 314)
14) Subcontractors' Forms List (Pages 315 - 316)
15) Living Wage Ordinance – Application for Exemption (Pages 317 – 318)
16) Additional Information (Pages 319 -321)

SECTION 3

TRUGREEN LandCare℠

January 7, 2014

City of Los Angeles
Deputy Director
Patrick V DeChellis
900 South Freemont Ave
Alhambra, CA 91803

Re: Request for Proposal for Landscape and Grounds Maintenance Services (2013-PA014)

Dear Sirs:

TruGreen LandCare (Branch 6354) is pleased to submit our proposal for Landscape Maintenance Services for Landscape and Grounds Maintenance Services (2013-PA014).

Our main office is located at 4134 Temple City Blvd., Rosemead, CA 91770. Our telephone number is (626) 377-9748.

TruGreen LandCare proposes the Landscape and Grounds Maintenance Services (2013-PA014) as outlined in the proposal content checklist.

We have read the Scope of Work and we have the qualification to provide the residents of the City of Los Angeles the services required.

This letter also serves to authorize myself, Joe Espinoza, Branch Manager for TruGreen LandCare - Branch 6354--to represent TruGreen LandCare and to sign any binding contract or agreement on behalf of TruGreen LandCare (see attached Designation of Representative). Branch #6354 is located at:

4134 Temple City Blvd.
Rosemead, CA 91770
Phone: (626) 377-9748 Fax: (626) 376-9176
E-mail address: Joe.Espinoza@landcare.com

Thank you for allowing TruGreen LandCare to submit our proposal.

Respectfully submitted,

Joe Espinoza
Branch Manager

2

SECTION 4

Request for Proposal – Part 1
4. Support Documents for Corporation and Limited Liability Companies

TruGreen LandCare is a California general partnership consisting of TruGreen LandCare L.L.C. and LandCare Holdings, Inc. d/b/a TruGreen LandCare, Inc.

SECTION 5

TRUGREEN LandCare℠

TruGreen LandCare

TruGreen LandCare, Branch 6354, A California General Partnership, founded September 1, 1999 through the successful acquisition of many top landscape companies, has over 40 years of experience and knowledge to service our customers. We provide professional landscape maintenance to many city and public work projects.

Organization –
Joe Espinoza/Branch Manager (Facilitates the overall operation)
Over 7 years experience with TruGreen LandCare but brings 15 years experience in logistics with the US Army Reserves.

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member
Luis Casillas/Crew Member
Francisco Torres/Crew Member
Diego Ramos/Crew Member

TruGreen LandCare meets all requirements as stated in Part 1Section 1.B with valid licences and minimum years of experience. The minimum years of experience is met with the current contrant of Landscape and Grounds Mantenenace Services for East Los Angeles Medians which spans over five years.

The staff listed above have in part or whole been engaged in the contract, specifically the supervisors, to meet the minimum requirement of three years experience.

As one of the largest landscape maintenance providers in the industry, TruGreen LandCare has the equipment and purchasing resources to meet your demands. We are constantly evaluating and modifying our equipment to best serve our clientele and the demands of each site we service. In-house mechanics, outsourced equipment vendors and the pooled resources of a nationwide company keep our equipment fleet operating and at your disposal.

6

TruGreen LandCare

Pasadena Branch #6354

Organization Chart

Joe Espinoza
Branch Manager

Area Managers

Jorge Melendez
Area Manager

Supervisors (Force Ranked)

Jesus Reyes
Site Supervisor

Julian L. Arvizu
Supervisor

Marco Xitumul
Crew Member

Luis Casillas
Crew member

Francisco Torres
Crew Member

Diego Ramos
Crew Member

Joe Espinoza

[redacted]

PROFILE

Branch Manager seeking management position with a strong background in solution based sales. Effective communicator with ability to utilizes creativity, leadership and teamwork to build lasting business relationships and economic growth towards profitability.

EXPERIENCE

Nov 2007 – Present TruGreen Landcare Culver City, CA

Branch Manager

Identified opportunity to move branch operations to increase productivity and reduce costs by 20%

Management of Branch Operations by emphasizing safety

Improving aesthetic level of properties while increasing productivity and controlling costs

Nov 2006 – Oct 2007 GRM Information Management Services Pico Rivera, CA

Los Angeles Account Executive & General Manger

Re-Created, Launched and Head the Technology Escrow Division Nationally

Secured Escrow agreement providing first revenues for escrow to GRM

Build Client Account List by Cold Calling and Telemarketing Geographic Territory

Jun 2005-Oct 2006 Iron Mountain – Intellectual Property Management Bell, CA

Pacific Northwest Sales Executive

Establsihed new contract method shortnening average sales cycle from 90 + days to 10

Maintain Existing and grow net new business in geographic territory of the Pacific Northwest

- Secured National and International agreements with companies previouslsy rejecting services.
- Achieved Quota within First Three Months in Territory.

Nov 2001-June 2005 Canon Business Solutions Los Angeles, CA

Sales / Legal Account Executive

Identified need for Market Segmentation thus developing and assigned to Legal Team

Built account base through assertive sales campaign and follow up.

Cold calling and telemarking activity to build prospect base and achive quota

Successfully identified and developed client base and delivered esffective sales presentations

EDUCATION

2010 University of Redlands Burbank, CA

Masters of Business Administration

2008 University of Phoenix Pasadena, CA

Bachelor of Scince in Buseness Management

Jorge Melendez

__5 • Email: JorgeMelendez@landcare.com

SUMMARY

Knowledgeable manager experienced in operations management and business development within the landscape maintenance industry. Energetic, self-motivated professional with a successful track record that 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, and operational support staff using a "hands on" management style. Positive leader who puts people first and has continually demonstrated ability to train, mentor, coach and motivate staff to continually improve and achieve desired results

EXPERIENCE

TRUGREEN LANDCARE — Upland, 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 & irrigation installation, tree care, water management, nursery management and sports turf management.

Enhancement Supervisor — **2009-2011**

Responsibilities include supervising, design, quote and sale enhancements works,

Account Manager — **2011-2014**

Area Manager — **2007 - 2009**

Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems. Also responsible for the timely servicing and quality of work at all customer locations as well as improving the appearance of their landscape by proactively suggesting enhancements on a regular basis.

- Manage a staff of over 25 employees to ensure all work is being done in a timely and efficient manner while at the same time ensuring that quality of work meets or exceeds customer expectations
- Oversee a portfolio of more than 50 customers that produced more than $1,000,000 of total revenue in 2008
- Accomplished a retention rate of more than 90% by providing expert customer service by communicating with customers on a routine basis to ensure their satisfaction with the service that is provided.
- Helped increase revenue by interfacing between sales department and customers to provide quotations for new maintenance contracts, special projects, seasonal color, etc.

- Ensured a safe environment for employees and monitored the proper field use/care of vehicles, equipment and tools

IRRIGATION TECHNICIA/SUPERVISOR **2005-2007**

Responsibilities include inspect, report, maintain and repair irrigation systems on more than 60 properties.
Knowledge of different kind of irrigation systems, include large Central Systems.

EDUCATION

High School Diploma – Perpetuo Socorro — Trujillo, Peru
Agricultural Engineering – 8 semesters National University — Trujillo, Peru

TRAINING

IRRIGATOR TECHNICIAN CERTIFICATE
Wire tracking & Electrical Troubleshooting; Controller Programming, Maintenance & Scheduling; Valve Repair & Maintenance; Water Management; Pipe Fitting & Maintenance; Irrigation Hydraulics.
Irrigator Technical Training School 2006

SOLDERING & BRAZING
Irrigator Technical Training School 2006

ADVANCED SOLDERING & BRAZING
Irrigator Technical Training School 2006

ASC BASIC TECHNICIAN
Rain Bird Academy

SMART LINE CERTIFIED
Weathermatic 2008

TRAFFIC CONTROL TECHNICIAN-GRANT
The American Traffic Safety Services Association 2009

Julian Lopez Arvizu

2009 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Jesus Reyes

2006 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

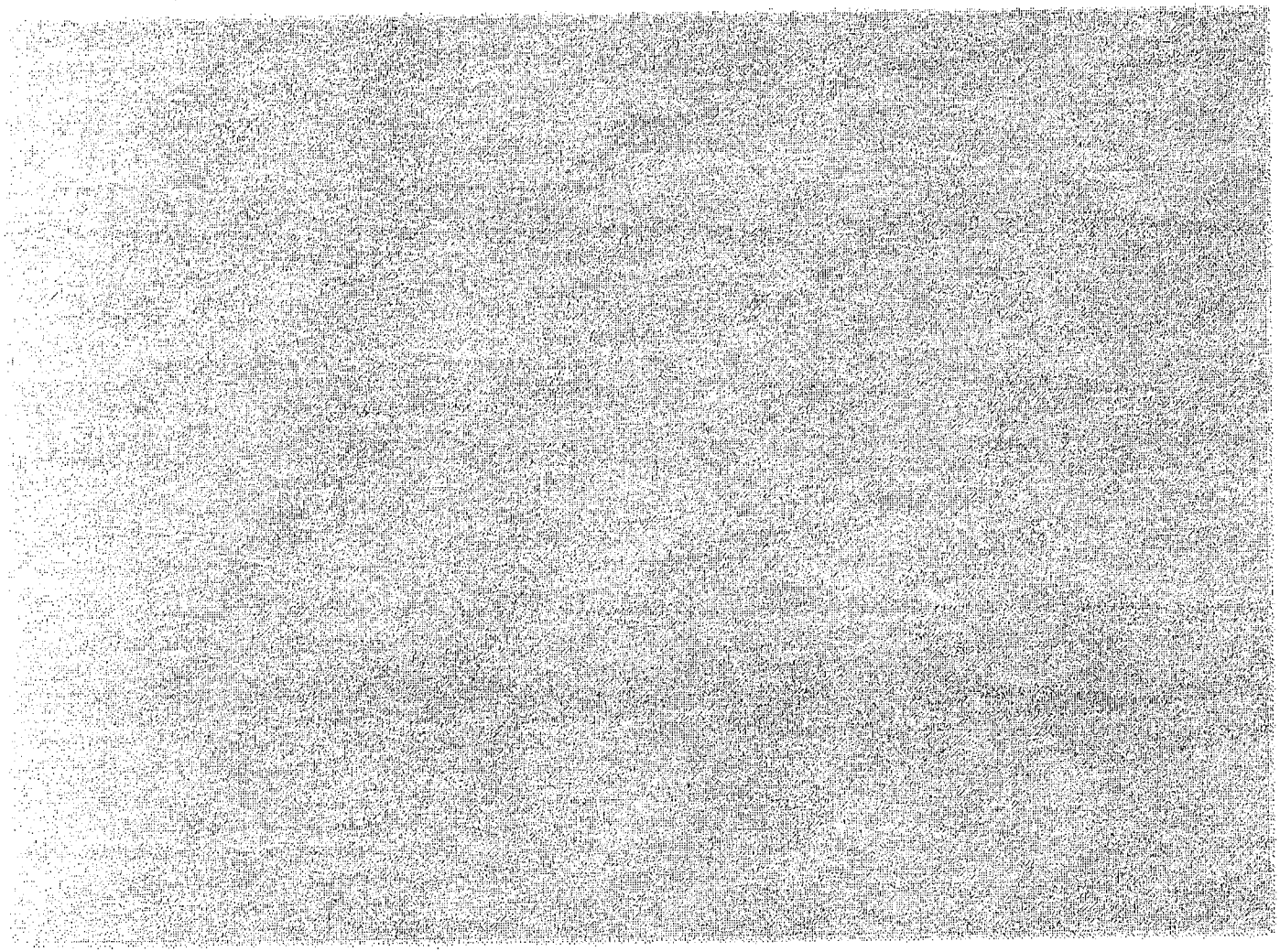
SUMMARY OF JOB:
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Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

The following items represent areas of opportunities for improvement:



Landscape Maintenance

1. Mow turf as needed.
2. Mow turf to the proper height.
3. Remove weeds in planter beds
4. Remove weeds in turf
5. Maintain shrub height and shape but allow natural form

Water Management

6. Control Excessive Water Usage
7. Provide Irrigation Evaluation
8. Introduce weather-based irrigation controllers

Arbor Care

9. Tree trimming proposal will be provided for thinning and selective trimming

Enhancement Services

10. _____

Enter Comments or Delete

Enter Comments

TruPlan

TruPlan is the master planning tool we use to coordinate our services with you.

Using aerial photos and other maps specific to your site, your TruPlan allows us to communicate with you graphically about every area of service we provide. TruPlan also serves as a base for planning, budgeting, and design. With our design team's assistance, your TruPlan is an effective mechanism for saving you time, securing satisfaction, and getting the highest return on the landscape dollars you spend.

Any service area, goal, or business objective can be planned and managed through the TruPlan system. Typical TruPlan service areas include Landscape Maintenance, Water Management, Arbor Care, and Enhancement Solutions like seasonal color and mulch. In addition, we can provide budgeting and planning services as well.

Simple on-plan mark ups by you or our staff communicate information specific to your site and needs anytime, anywhere. Maps can be sent digitally to and from the field easily with our smart phones, digital tablets, and laptops. This accurately locates and depicts any service need or issue, ensuring a precise response by our managers and crews.

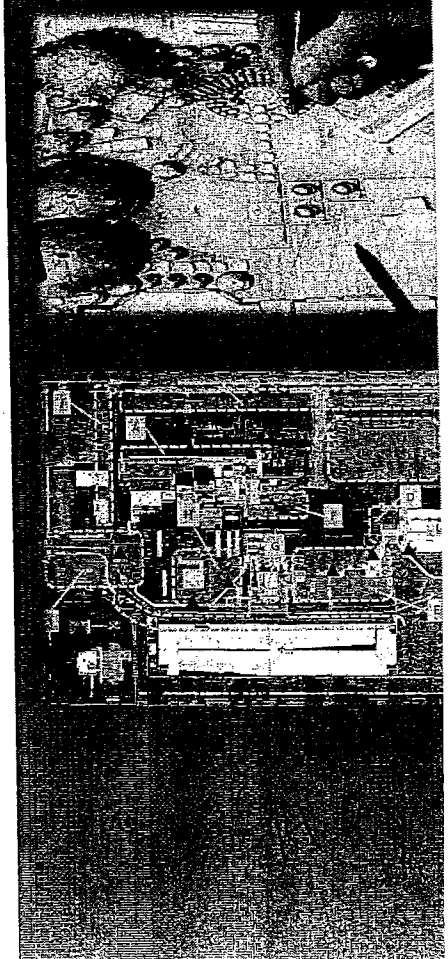
TruPlan audits by our designers have saved our clients thousands by identifying waste and neglected opportunities. Manage your budget with short and long-term strategies, control costs, and free up funds for upgrades and special projects through innovative ideas our design team can recommend.

Startup Plan – First 60 days

- ✓ **Pre-start meeting** with you for staff introductions, site tour and administrative set ups
- ✓ **Safety** issues impacting our service operations are identified with solutions proposed
- ✓ Identification of other **punch list items**
- ✓ Submit a **work schedule outline, with a site map**
- ✓ **Irrigation system evaluation** and recommendations (if present)
- ✓ **Annual color** designs and rotations are proposed
- ✓ **Review agronomy and horticulture** program history, and propose recommendations
- ✓ Review **enhancement needs** and develop a proposal phasing plan
- ✓ **Begin budget plan** for this year's work, and next if applicable

TRUGREEN LandCare

- ✓ Service priorities mapped for crews
- ✓ Real time information sharing
- ✓ Needs and observations graphically communicated
- ✓ ROI recommendations
- ✓ Business goals identified
- ✓ Safety improvements
- ✓ Budget planning
- ✓ Short and long term project planning
- ✓ Cost saving analysis



Water Management

TRUGREEN LandCare

Water management is one of the most important elements to the care of your landscape. Proper irrigation is a careful balance between conservation and providing enough water for healthy plant growth.

To ensure we get the most from your system, we provide you with a comprehensive water management program staffed by experienced irrigation specialists. These technicians will monitor, repair, and manage your system by providing system analysis, water audits, and customized watering programs. Leaks are caught quickly to protect you from water loss, and property damage.

Our water audits identify the efficiency of your system and allow us to propose improvements that will help you lower your operating costs, while protecting plants, site operations, and infrastructure. We offer a basic review of your system with your maintenance services. More involved analysis with return on investment calculations are also available which will incorporate any available rebates or incentives from your local water authority.

- ✓ Proper Water Application
- ✓ Experienced Irrigation Specialists
- ✓ Water Audits & System Analysis
- ✓ Customized Watering Programs
- ✓ Lower Operating Costs
- ✓ ROI Calculations
- ✓ Weather-based Controllers
- ✓ Smart Technology
- ✓ Low Use Nozzles
- ✓ Annual Water Budgeting





Water Management Division with Cloud based Smart Technology

Arbor Care

TRUGREEN LandCare

Trees are an extremely valuable asset to your landscape, providing climate control, air quality improvements, ecosystem value, and aesthetic benefits. Long-lived mature specimens are often impossible to replace. Rely on our Certified Arborists and professionally trained tree care specialists for a well-managed maintenance program designed to keep trees healthy, strong, and beautiful.

Throughout the year, we will provide clearance pruning for vehicles and pedestrians and other valuable tree care services. At your request, we can develop a more involved program based on your arbor care needs. Single or multi-year pruning programs can be developed that address both your tree care and budget needs. A variety of additional services are available include planting, root pruning, special fertilization, insect & disease control, appraisals, LEED credit strategies, and supplemental watering. Other services related to capital improvements include pre-construction preparations and tree protection. Our plan is to provide you with a comprehensive, easy to follow program based on expert assessment that will protect your trees and investment for years to come.

- ✓ Certified Arborists
- ✓ Trained Tree Care Specialists
- ✓ Clearance Pruning
- ✓ Root Pruning and Barriers
- ✓ Insect and Disease Control
- ✓ Stump Removal
- ✓ Planting
- ✓ Fertilization
- ✓ Soil Improvement
- ✓ Diagnosis, Appraisal and Evaluation
- ✓ LEED credits
- ✓ Inventory and Management Programs



Enhancement Solutions

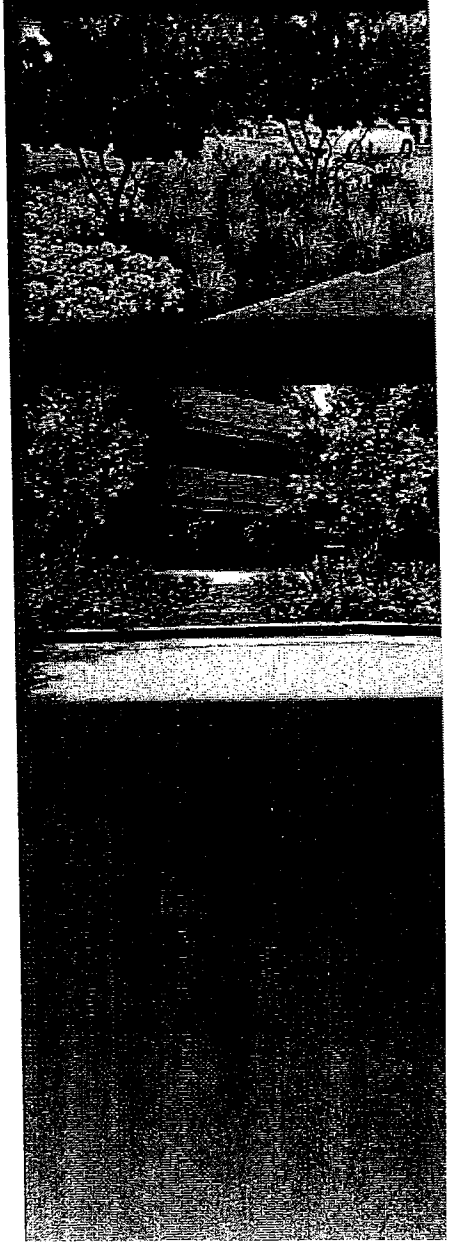
TRUGREEN LandCare

Elevating the beauty and performance of your property combines exceptional maintenance with fresh enhancement ideas from expert consultation. Our licensed landscape architects and designers are seasoned professionals with decades of experience in landscape contracting and design.

Working with you, our design team will help optimize your return on your investment by evaluating the existing landscape, analyzing spending, and updating current maintenance practices with innovative solutions. We will listen to your desires and develop concepts for a beautiful landscape that makes a powerful statement in your primary marketing path and key areas.

Regional designers are equipped with on-line video conferencing at no cost to you for your convenience. Through this added benefit, our designer can meet with you and other project stakeholders online to present and discuss projects and even develop designs before your eyes. Your design will be professionally installed by our enhancement crews using the proper installation and horticulture practices to ensure a healthy a beautiful landscape for years to come.

- ✓ Design & Enhancements
- ✓ Licensed Landscape Architects & Designers
- ✓ Analyze spending
- ✓ Optimize Return on Investment
- ✓ Video Conferencing
- ✓ Team Approach to Landscape Installations



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SECTION 6

Request for Proposal - WORK PLAN PART 1 Section 6

The care of your property begins with a solid approach to the basics of landscape maintenance and consistent, proactive communication. From our Local branch office, your TruGreen LandCare Account Manager will provide you with exceptional personalized service, as we are only minutes away.

Every property has its own unique needs and challenges. In response, we provide a unique management process called TruPlan. Through your input, our team will document your priorities and quality expectations on satellite images, site photos and plans. This TruPlan approach ensures that we proactively match our services to your needs today and for years to come.

Our crew members receive ongoing safety training, including weekly tailgate training sessions, which protect our associates, you as a customer, and TruGreen as an employer. In addition, all employees are uniformed, screened through E-verify, and must pass background and drug tests. Service quality is ensured by Regional Field Auditors who review the service performed at your site with a Landscape Quality Audit. These audits are based on TruGreen's quality parameters, and what you have stated is most critical. Our aim is to work with you to improve the value and beauty of your property as we strive to provide an excellent return on your investment.

Staff

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member (Providing the day to day services)
Luis Casillas/Crew Member(Providing the day to day services)
Francisco Torres/Crew Member(Providing the day to day services)
Diego Ramos/Crew Member(Providing the day to day services)

Every Aspect of the scope will be approached with our proactive services. Please see below for each type of service and our detailed approach:

Mow, Edge and Detail

All contract sites shall be mowed, edged and detailed on a weekly basis. A 21" and 36" mower shall be used to cut the turf in the medians. A 52" mower shall be used on large turf areas. Commercial equipment such as push/stick edgers and line trimmers shall be utilized to do detail work.

Trimming

All contract sites shall have shrubs, hedges and vines trimmed on a monthly basis. Motorized extension hedge trimmers, loppers and hand shears shall be used to perform this work. All employees shall receive proper training so that the best horticultural and arboricultural practices are used.

Trash Pick-up

Parks shall have litter and trash removed on a daily basis. Trash pickup shall be performed on a weekly basis at the well sites and medians/frontages. Day of service shall be agreed upon by both TruGreen LandCare and Contract Administrator upon award of contract.

Fertilize

Fertilization shall be done in all sites on a quarterly basis (March, July, September and December). Season and type of plant material shall be taken into consideration before choosing the appropriate fertilizer. Time, rate and material shall also be agreed upon by both City Staff and TruGreen LandCare Account Manager prior to application.

Broadleaf Weed Control

A broadleaf weed control herbicide shall be applied to turf areas on a semi-annual basis. A qualified pesticide applicator shall be scheduled to perform this task. Additionally, the City shall be supplied with a Pesticide Recommendation prior to any application. Rate, material and time of application shall be agreed upon by both City Staff and TruGreen LandCare Account Manager.

Crabgrass Control

A crabgrass control herbicide shall be applied to turf areas between February and April. A Qualified Pesticide Applicator shall be scheduled to perform this task. Additionally, the City shall be supplied with a Pesticide Recommendation prior to any application. Rate, material and time of application shall be agreed upon by both City Staff and TruGreen LandCare Account Manager.

Aerate

Turf aeration shall be done twice per year (April, September) per "Maintenance Standards". A walk behind aerator shall be used in the small turf areas and a tractor pulled aerator in the large turf areas.

Vertical Mowing/Dethatching

The dethatching of all turf area shall be done in May. A walk behind dethatcher shall be used in the small turf areas and a tractor pulled dethatcher and rake-o-vac shall be used in the larger turf areas.

Area Cleanup

Area cleanup shall be done in the park on a daily basis. Tools such as sand groomers, landscape rake, leaf rakes, and push brooms shall be used. Care shall be taken to make sure that foreign objects such as broken glass are removed. Play equipment shall also be inspected to ensure safety. All hazards shall be reported to the City.

Site Inspections

TruGreen LandCare will conduct weekly inspections of all the sites to insure that contract specifications are followed. On a weekly basis the Area Supervisor will visit all sites and note any deficiencies that need to be corrected and report them to the Account Manager to plan out the fastest plan of action to remedy the deficiency. On a monthly basis the Account 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 Project Manager will conduct inspections quarterly with the City's 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 City's Representative for review via fax or e-mail and filed at our office.

Main Street & Special Properties

These locations shall be services every Tuesday, Thursday, and Saturday between the hours of 6:30 a.m. and 9:30 a.m. Litter, trash and debris shall be removed at every service. Flower planters and hanging pots shall be maintained in an aesthetic manner. Any dead plant material shall be replaced as needed. These planters and pots shall be watered and fertilized with a fertilizer high in potassium and phosphorus to promote flowering. Planter and potted plants shall be trimmed by hand to keep a natural appearance. The hedge shall be trimmed as needed with an extension hedge trimmer. Trash shall be emptied on every day of service.

SECTION 7

Reques for Proposal – Part 1
7. Quality Assurance Program

The Crew Leader will conduct daily and weekly inspections of all the sites to insure that contract specifications are followed, as per **Scope of Work – Exhibit A,** and that all safety measures have been adhered to. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. Additionally, the Crew Leader will visit all sites on a daily basis and note any deficiencies that need to be corrected and report them to the Account Manager to plan out the fastest plan of action to remedy the deficiency. On a weekly basis the Account Manager will visit all the sites, and does a thorough punch list of all locations noting conditions of required work needed. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Account Manager will conduct inspections monthly with the Contract Administrator. 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 County of Los Angeles, Dept of Public Works for review via fax or e-mail and filed at our office.

Landscape Quality Audit (LQA) System can also be utilized if desirable. 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.
- 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.

LANDSCAPE QUALITY AUDIT

THE TRUGREEN Companies℠

Property Name & Bldg ID #	
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	Comments
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								Proposal submitted
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 Audited	Avg Quality Rating
1.0 LAWN			0	#DIV/0!
2.0 SHRUB			0	#DIV/0!
3.0 SEASONAL COLOR			0	#DIV/0!
4.0 GENERAL SERVICE			0	#DIV/0!
TOTAL SCORE				#DIV/0!

Check Appropriate LQA Rating		
#DIV/0!	Exceptional (5.0)	
#DIV/0!	Exceeds Requirements (4.0-4.9)	
#DIV/0!	Meets Requirements (3.0-3.9)	
#DIV/0!	Needs Improvement (2.0-2.9)	
#DIV/0!	Does Not Meet Requirements (1.0-1.9)	

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____

SECTION 8

SUBCONTRACTORS

No subcontractors will be utilized by TruGreen LandCare in the performance of this contract

SECTION 9

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SECTION 10

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

TRUGREEN LANDCARE

License Number 970508

to engage in the business or act in the capacity of a contractor
in the following classification(s):

C27 - LANDSCAPING
D49 - TREE SERVICE

Witness my hand and seal this day,

March 1, 2012

Issued February 29, 2012

James Miller
Board Chair

Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

AUDIT NO: 533640

13L-24 (REV. 12-07) OSP 07 105460

TRUGREEN LandCare

Sandra Aguilar <sandra.aguilar@landcare.com>

Fwd: State of California Contractors License

1 message

Letha Sanders <letha.sanders@landcare.com> **Wed, Feb 29, 2012 at 3:58 PM**
To: "sandra.aguilar" <SANDRA.AGUILAR@landcare.com>
Cc: Dave Evans <Dave.Evans@landcare.com>

FYI

——— Forwarded message ———
From: **Letha Sanders** <letha.sanders@landcare.com>
Date: Wed, Feb 29, 2012 at 3:41 PM
Subject: Re: State of California Contractors License
To: Ron BomKamp <ronbomkamp@landcare.com>, Colin Geraghty <colin.geraghty@landcare.com>, Timothy Martinez <Timothy.Martinez@landcare.com>, Tyler Dickinson <Tyler.Dickinson@landcare.com>
Cc: Monica Vargas <Monica.Vargas@landcare.com>, Kathy McAlpin <Kathy.McAlpin@landcare.com>, Debbie Montgomery <Debbie.Montgomery@landcare.com>, Toni Boyd <Toni.Boyd@landcare.com>, Vidu Kulkarni <vidu.kulkarni@landcare.com>, "Wright, Misty" <mwright@lockton.com>

ALL:

I just received a call from the California State Contractors Board and LandCare's new license has been approved!! It is effective today. Please see below for our new license number:

Company Name: TruGreen LandCare
Contractors License Number: **970508**
Effective Date: February 29, 2012
Expiration Date: February 28, 2014
License Classifications: C27- Landscaping and D49 - Tree Service

I would appreciate your forwarding this information along to others within our Company who have a need to know for purposes of bidding or other official documents. **TruGreen LandCare's previous contractors license #774548 expires effective today.**

Thank you.

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International Society of Arboriculture

Certified Arborist™

David Evans

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist®

D. Glenn
Certification Board, Chair
International Society of Arboriculture

Jim Skiera, Executive Director
International Society of Arboriculture

WE-1588A	Dec 12, 2009	Dec 31, 2015
Certificate Number	Certified Since	Expiration Date



International
Society
of Arboriculture™

ISA Certified Arborist®

David Evans

Certificate Number: WE-1588A

Expiration Date: Dec 31, 2015

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE	VALID THROUGH
01/01/2013	12/31/2014

QAL 127627
B

DAVID G EVANS

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[illegible]

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALFORNIA 95814

PEST CONTROL BUSINESS BRANCH

LICENSE

ISSUED: January 01, 2012
EXPIRES: December 31, 2013

LICENSE NO. 31960

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address
TRUGREEN LANDCARE,LLC
9416 DOCTOR PERRY ROAD
JAMESVILLE, MD 21754

Business Location
TRUGREEN LANDCARE,LLC
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

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a $20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licensemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015

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OSP 11 123358

SECTION 11

FORM PW-16

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Proposer's Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
Address

☑ **If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

Signature of Proposer: _____ Date: 1-9-14

SECTION 12

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	SEE ATTACHED
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	SEE ATTACHED
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	SEE ATTACHED
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	SEE ATTACHED
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	SEE ATTACHED

DATED: 01-09-14 PROPOSER'S SIGNATURE: _____

FORM LW-9
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

1. Tracking Hours Worked

1.1 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.

1.2 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.

1.3 Central Site

2. Reporting Time

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.

3. Records of Actual Time Worked

3.1 Daily time card, weekly time card, and route sheet.
3.2 Daily time card, weekly time card, route sheets and certified payroll.
3.3 Records are kept daily.
3.4 Office Staff
3.5 Area Supervisor, Area Manager, Branch Manager, Office Manager and Payroll Clerk. We are checking that hours are allocated correct to jobs and that hours reported are actual hours.
3.6 These records are kept in files for at least 10 years.
3.7 Yes, they are used as a source document to create Proposer's payroll.
3.8 See attached.

4. Other Records Used to Create Payroll

4.1 Source documents are used to create payroll records.
4.2 Payroll clerk, Office Manager and Branch Manager
4.3 Yes
4.4 The source document is first approved by the Area Supervisor, Area Manger, and Branch Manager. The source document is compared to the route sheet.

5. Breaks

5.1 Breaks are taken and monitored by the Area Supervisor and audited by the Area Manager.
5.2 Yes
5.3 Area Supervisor, Area Manager and Branch Manager.

6. How Payroll is Prepared

6.1 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.

6.2 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.

6.3 Single check is received by employee for straight time and overtime.

6.4 Hourly rate and all deductions.

6.5 See attached

7. Manual Payroll System

   7.1 TruGreen LandCare does not use a manual payroll system.
   7.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.

8. Automated Payroll System

   8.1 Daily time cards are submitted to the payroll clerk, payroll clerk inputs hours into system. Payroll report is checked for accuracy by payroll clerk, Office Manger and Branch Manager.
   8.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.
   8.3 The calculation is embedded into eh software program.

9. Travel Time

   9.1 Travel time is paid at a regular rate.
   9.2 The travel time is paid at the highest rate.
   9.3 A. During the first part of the shift employee is paid at County Living Wage and travel time will be paid at highest rate, and the latter part of day will be paid at the appropriate rate.
   B. Employee will be paid 8 hours at County Living Wage.

10. Overtime

   10.1 The system is designed to track and pay overtime.
   10.2 The system is designed to track and pay multiple wage rates

CO.	FILE	DEPT.	CLOCK	VCHR NO.	
T7U	881722	006354	0123	0000521714	1
			99881722		

028-0123

Earnings Statement



TRUGREEN LandCare®

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Period Beginning: 12/15/2013
Period Ending: 12/21/2013
Pay Date: 12/27/2013

00000001846
JULIAN LOPEZ ARVIZU

Taxable Marital Status:
Exemptions/Allowances:
Federal: 2
CA: 2

Social Security Number:

Earnings	rate	hours	this period	year to date
Normal	11.8400	34.00	402.56	22,567.04
Dia Festivo				663.04
Licencia De Lut				189.44
Vacaciones				94.72
Gross Pay			$402.56	23,514.24

Deductions	Statutory		
Federal Income Tax	-9.29	754.28	
Social Security Tax	-24.96	1,457.88	
Medicare Tax	-5.84	340.96	
CA SUI/SDI Tax	-4.02	235.14	
Other			
Cheques 1	-357.64	20,684.67	
Vol Ad&D	-0.81	41.31	
Net Pay		$0.00	

Your federal taxable wages this period are $402.56

COPY

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COPY

COPY

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VERIFY DOCUMENT AUTHENTICITY - COLORED BAR MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

TRUGREEN LandCare®

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Advice number: 00000521714
Pay date: 12/27/2013

Deposited to the account of	account number	transit ABA	amount
JULIAN LOPEZ ARVIZU		XXXX XXXX	$357.64

WORTHLESS DOCUMENT THIS IS NOT A CHECK

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NON-NEGOTIABLE

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-16-13

Monday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

Job Name / Nombre de Trabajo	Job Number / # Trabajo	Work Order Number	Start Time	Stop Time	Hours to be charged to this activity: BM	Ir	Color	Enh	Snow	Arbor	Other	Total Hours
#REFI			6:00	1:30	7							7
MD-3 West												2.1

Area Manager Signature: X

Total Hours to be Keyed: 7.1

Paycodes - Paid (Non productive 905) (Vacation 907) (Funeral 908) (Sick 909) (Jury Duty 910) (Holiday 911) (Shop 913) (Admin 919)

Paycodes - NonPaid (No Show np 900)(Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-17-13

Tuesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Aryizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 803) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-18-12

Wednesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-12-13

Thursday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	Marcos A. Xitumul
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	Luis A. Casillas

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-2013

Friday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	[illegible]
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	[illegible]

Job Name / Nombre de Trabajo	Job Number / # Trabajo	Work Order Number	Start Time	Stop Time	Hours to be charged to this activity: BM	Irc	Color	Enh	Snow	Arbor	Other	Total Hours
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature: X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 913) (Admin 819)
Paycodes - NonPaid (No Show np 900) (Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (RainDay np 925)

SECTION 13

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 1-9 , 2014 | **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. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected.

2. Name of Service: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

DECLARANT INFORMATION

3. Name Of declarant: JOE ESPINOZA

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).

5. My Title, Capacity, Or Relationship to the Proposer(s) is: BRANCH MANAGER

PROPOSER INFORMATION

6. Proposer's full legal name: TRUGREEN LANDCARE	Telephone No.: 626-377-9748
Physical Address (NO P.O. BOX): 4134 TEMPLE CITY BLVD ROSEMEAD CA 91770	Mobile No.: 818-402-2871
e-mail: JOE.ESPINOZA@LANDCARE.COM	Fax No.: (626) 376-9176
County WebVen No.: 52607901 / IRS No.: 364313318	Business License No.: 970508
7. Proposer's fictitious business name(s) or dba(s) (if any): N/A	
County(s) of Registration: / State:	Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☐ A corporation:	Corporation's principal place of business:	
	State of incorporation:	Year incorporated:
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☑ A general partnership:	Names of partners: TRUGREEN LANDCARE L.L.C. TRUGREEN LANDCARE, LL	
☐ 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

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☑ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☑ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☑ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

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

Signature of Proposer or Authorized Agent: _____ Date: 1-9-14

Type name and title: JOE ESPINOZA BRANCH MANAGER

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SCHEDULE OF PRICES
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST LOS ANGELES STREET MEDIANS

Pages 1 to 47

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SCHEDULE OF PRICES
for
4TH STREET SOUNDWALL (ROWAN & 4TH) - GAGE AV TO INDIANA STREET

		Shaded boxes = "N/A"			
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$35.00	$2,730.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$12.00	$144.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	$15.00	$1,170.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	104	$14.00	$2,184.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	52	$14.00	$728.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	2	6	$14.00	$168.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1.5	2	$14.00	$42.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION	1.5	1	$150.00	$225.00
14	SWEEPING				
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$28.00	$364.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$50.00	$650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$50.00	$650.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$150.00	$150.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$75.00	$450.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – 4TH STREET SOUNDWALL (ROWAN & 4TH) - GAGE AV TO INDIANA STREET $9,980.00

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SCHEDULE OF PRICES
for
ATLANTIC BLVD - EASTBOUND OFF RAMP TO FIRST STREET (CITY OF MONTERY PARK)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$35.00	$1,820.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$35.00	$420.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	52	$35.00	$1,820.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	104	$35.00	$5,460.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	52	$35.00	$1,820.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	2	60	$240.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	$15.00	$360.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1	2	$15.00	$30.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION	1	1	$30.00	$30.00
14	SWEEPING	0.5	52	$30.00	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$30.00	$390.00
b.	Reset rain sensor on controller				

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$50.00	$650.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$75.00	$975.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$20.00	$260.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	0.5	1	$25.00	$12.50
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – ATLANTIC BLVD - EASTBOUND OFF RAMP TO FIRST STREET (CITY OF MONTERY PARK) $15,217.50

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SCHEDULE OF PRICES
for
ATLANTIC BLVD - SOUTH OF POMONA FREEWAY TO REPETTO STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$20.00	$1,040.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$20.00	$240.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	$25.00	$1,950.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	104	$25.00	$2,600.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.5	52	$25.00	$650.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1.5	2	$35.00	$105.00
b.	Shrub Safety Clearance / Shrub Pruning	2	12	$28.00	$672.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1.5	2	$28.00	$84.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	$35.00	$910.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$35.00	$455.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.5	52	$224.00	$5,824.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$50.00	$650.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$28.00	$364.00
h.	Flush and inspect Y-filter at each RCV	0.5	2	$125.00	$125.00
i.	Flush and inspect Y-filter at each backflow	1	1	$24.00	$24.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – ATLANTIC BLVD - SOUTH OF POMONA FREEWAY TO REPETTO STREET $15,843.00

SCHEDULE OF PRICES
for
BURGER AVE. - HUMPHREYS AV TO Aproximately 200 FEET EAST OF HUMPHREYS AV

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$25.00	$1,300.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$25.00	$300.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.25	26	$15.00	$97.50
b.	Bare Areas				
c.	Undeveloped Areas	1	26	$15.00	$390.00
6.	LITTER CONTROL	1	52	$15.00	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	12	$15.00	$180.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1	2	$5.00	$10.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	12	$15.00	$180.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	4	$15.00	$60.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$15.00	$195.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$15.00	$195.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$15.00	$195.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$15.00	$15.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$15.00	$90.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – BURGER AVE. - HUMPHREYS AV TO Aproximately 200 FEET EAST OF HUMPHREYS AV $4,637.50

SCHEDULE OF PRICES
for
VINE LANDSCAPED WALL ON SECOND STREET AT FORD BLVD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$25.00	$1,950.00
2.	ALL MANAGEMENT AND SUPERVISION	1	52	$25.00	$1,300.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	12	$15.00	$90.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.25	52	$15.00	$195.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	$15.00	$390.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	2	$15.00	$30.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming	1	4	$25.00	$100.00
9.	GROUNDCOVER MAINTENANCE	1	2	$25.00	$50.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1	52	$15.00	$780.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	4	$15.00	$60.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$15.00	$195.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$25.00	$325.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – VINE LANDSCAPED WALL ON SECOND STREET AT FORD BLVD $6,290.00

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SCHEDULE OF PRICES
for
CITY TERRACE DR AND EASTERN AV - MONUMENT, MARENGO AV. TO MILLER AV.

Shaded boxes = "N/A"

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	2.5	52	$25.00	$3,250.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$15.00	$180.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	52	$15.00	$1,560.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	2.5	52	$15.00	$1,950.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1.5	52	$15.00	$1,170.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	4	2	$15.00	$120.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming	4	12	$15.00	$720.00
9.	GROUNDCOVER MAINTENANCE	2	2	$15.00	$60.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION				
14	SWEEPING	1.5	52	$15.00	$1,170.00
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	4	$15.00	$120.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$15.00	$195.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$25.00	$325.00
h.	Flush and inspect Y-filter at each RCV	0.5	2	$25.00	$25.00
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – CITY TERRACE DR AND EASTERN AV - MONUMENT, MARENGO AV. TO MILLER AV. $11,670.00

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SCHEDULE OF PRICES
for
FORD BLVD AT OLYMPIC BLVD - INTERSECTION OF FORD BLVD AT OLYMPIC BLVD

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.5	52	$35.00	$910.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$15.00	$180.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.5	52	$15.00	$390.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	104	$5.00	$260.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.25	52	$25.00	$325.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	0.25	2	$30.00	$15.00
b.	Shrub Safety Clearance / Shrub Pruning	0.25	26	$30.00	$195.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	0.5	2	$30.00	$30.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION	0.5	1	$30.00	$15.00
14	SWEEPING	0.25	104	$25.00	$650.00
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$5.00	$65.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$25.00	$325.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$25.00	$325.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – FORD BLVD AT OLYMPIC BLVD - INTERSECTION OF FORD BLVD AT OLYMPIC BLVD $4,510.00

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SCHEDULE OF PRICES & PERFORMANCE REQUIREMENTS SUMMARY
for
HERBERT AVE AT CITY TERRACE DR AND PEDESTRIAN BRIDGE ON MARENGO WEST OF CITY TERRACE DR

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$35.00	$2,730.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$25.00	$300.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	$15.00	$390.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$15.00	$780.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.25	26	$15.00	$97.50
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	1	$15.00	$30.00
b.	Shrub Safety Clearance / Shrub Pruning			$15.00	$0.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1	2	$15.00	$30.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION	1	1	$15.00	$15.00
14	SWEEPING	0.25	52	$15.00	$195.00
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$25.00	$325.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$25.00	$325.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	6	$25.00	$150.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – HERBERT AVE AT CITY TERRACE DR AND PEDESTRIAN BRIDGE ON MARENGO WEST OF CITY TERRACE DR $6,167.50

SCHEDULE OF PRICES
of
LANGFORD PARK - END OF CUL-DE-SAC AT LANGFORD ST.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$25.00	$1,950.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$25.00	$300.00
3.	MOWING				
a.	SPECIALIZED AREAS NON IRRIGATED SLOPE	48	2	$25.00	$2,400.00
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1.5	52	$25.00	$1,950.00
b.	Bare Areas				
c.	Undeveloped Areas	1	12	$25.00	$300.00
d.	Decomposed Granite Parkway	2	1	$25.00	$50.00
6.	LITTER CONTROL	1.5	104	$25.00	$3,900.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	52	$28.00	$1,456.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	2	$25.00	$100.00
b.	Shrub Safety Clearance / Shrub Pruning	2	6	$25.00	$300.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1.5	2	$25.00	$75.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION				
14	SWEEPING	1	52	$28.00	$1,456.00
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	4	$14.00	$28.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52		

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$180.00	$2,340.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$20.00	$260.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$20.00	$260.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$20.00	$260.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$20.00	$20.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$20.00	$120.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – LANGFORD PARK - END OF CUL-DE-SAC AT LANGFORD ST. $17,525.00

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SCHEDULE OF PRICES
of
TRIANGLE MEDIAN - INTERSECTION OF BEVERLY BLVD. / POMONA AV. / WOODS AV.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.25	52	$45.00	$585.00
2.	ALL MANAGEMENT AND SUPERVISION	0.25	52	$15.00	$195.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.25	52	$25.00	$325.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	104	$10.00	$520.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.25	12	$35.00	$105.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	0.5	12	$35.00	$210.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	0.25	2	$35.00	$17.50
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.25	12	$35.00	$105.00
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.5	4	$35.00	$70.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$25.00	$325.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$25.00	$325.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	0.5	1	$25.00	$12.50
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – TRIANGLE MEDIAN - INTERSECTION OF BEVERLY BLVD. / POMONA AV. / WOODS AV. $3,595.00

200

SCHEDULE OF PRICES
of
PEDESTRIAN BRIDGE AT POMONA FREEWAY

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	0.25	52	$25.00	$325.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$25.00	$300.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	0.25	26	$25.00	$162.50
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	0.5	52	$25.00	$650.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.25	52	$25.00	$325.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	0.5	6	$25.00	$75.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	0.25	2	$25.00	$12.50
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION				
14	SWEEPING	0.25	26	$25.00	$162.50
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$25.00	$325.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00

201

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary		AS-NEEDED	AS-NEEDED	
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$25.00	$325.00
h.	Flush and inspect Y-filter at each RCV	0.25	2	$25.00	$12.50
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – PEDESTRIAN BRIDGE AT POMONA FREEWAY $3,500.00

202

SCHEDULE OF PRICES
of
ARIZONA AVE. / MEDNIK AVE. - TELEGRAPH RD. TO 3RD ST.

ITEM	ITEM DESCRIPTION	Shaded boxes = "N/A" MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	4	52	$25.00	$5,200.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$20.00	$240.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	4	26	$25.00	$2,600.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	104	$20.00	$4,160.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	4	2	$5.00	$40.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming	4	6	$5.00	$120.00
9.	GROUNDCOVER MAINTENANCE	2	1	$5.00	$10.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION				
14	SWEEPING	2	26	$5.00	$260.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$5.00	$65.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$5.00	$65.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$5.00	$65.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$5.00	$65.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$5.00	$65.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$5.00	$5.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$5.00	$30.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – ARIZONA AVE. / MEDNIK AVE. - TELEGRAPH RD. TO 3RD ST. $12,990.00

SCHEDULE OF PRICES
of
BEVERLY BLVD. - WOODS AVE TO MONTRBELLO CITY BOUNDARY (APPROX 200 FEET EAST OF GERHART AVE)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	2	52	$25.00	$2,600.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$25.00	$300.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	26	$25.00	$1,300.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	52	$25.00	$2,600.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	52	$25.00	$1,300.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	2	12	$25.00	$600.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION	2	1	$25.00	$50.00
14	SWEEPING	3.5	26	$28.00	$2,548.00
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	2	4	$12.00	$96.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$12.00	$156.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.5	52	$12.00	$312.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$12.00	$156.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$12.00	$156.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$12.00	$156.00
h.	Flush and inspect Y-filter at each RCV	0.2	2	$12.00	$4.80
i.	Flush and inspect Y-filter at each backflow	1	1	$12.00	$12.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$12.00	$72.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – BEVERLY BLVD. - WOODS AVE TO MONTRBELLO CITY BOUNDARY (APPROX 200 FEET EAST OF GERHART AVE) $12,418.80

206

SCHEDULE OF PRICES
of
CLELA AVE - VANCOUVER AVE TO ALLEY NORTH OF TELEGRAPH RD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	2	52	$7.00	$728.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$7.00	$84.00
3.	MOWING	2.5	52	$50.00	$6,500.00
4.	MECHANICAL EDGING				
a.	Turf Areas	2	52	$28.00	$2,912.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	26	$28.00	$1,456.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$28.00	$1,456.00
7.	RAKING				
a.	Turf Under Trees	2	26	$28.00	$1,456.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	4	$28.00	$224.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING	2	2	$16.00	$64.00
11.	AERATION	1	2	$16.00	$32.00
12.	TURF RESEEDING/RESTORATION OF BARE AREA	2	2	$18.00	$72.00
13.	TURF AND PLANT FERTILIZATION	2	2	$12.00	$48.00
14	SWEEPING				
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	2	$12.00	$48.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$12.00	$156.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$12.00	$156.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$12.00	$156.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	$12.00	$624.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$12.00	$156.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$12.00	$12.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$12.00	$72.00
18.	LOW IMPACT DEVELOPMENT (LID)MAINTENANCE				
19	PLANTING OPERATIONS				

TOTAL ANNUAL COST – CLELA AVE - VANCOUVER AVE TO ALLEY NORTH OF TELEGRAPH RD $16,412.00

208

SCHEDULE OF PRICES
of
VANCOUVER AVE - CLELA AVENUE TO WOODS PLACE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	2	52	25.00	$2,600.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	25.00	$300.00
3.	MOWING	2.5	52	25.00	$3,250.00
4.	MECHANICAL EDGING				
a.	Turf Areas	2	52	25.00	$2,600.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	2	26	15.00	$780.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	15.00	$780.00
7.	RAKING				
a.	Turf Under Trees	2	26	15.00	$780.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	4	15.00	$120.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING	2	2	25.00	$100.00
11.	AERATION	1	2	25.00	$50.00
12.	TURF RESEEDING/RESTORATION OF BARE AREA	2	2	25.00	$100.00
13.	TURF AND PLANT FERTILIZATION	2	2	25.00	$100.00
14	SWEEPING				
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	2	25.00	$100.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	25.00	$325.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	25.00	$325.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	25.00	$1,300.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	25.00	$325.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS				

TOTAL ANNUAL COST – VANCOUVER AVE - CLELA AVENUE TO WOODS PLACE $14,435.00

SCHEDULE OF PRICES & PERFORMANCE REQUIREMENTS SUMMARY
of
FIRST ST - 500 FEET WEST OF MEDNIK AVE TO MEDNIK AVE

		Shaded boxes = "N/A"			
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$35.00	$1,820.00
2.	ALL MANAGEMENT AND SUPERVISION	1	52	$25.00	$1,300.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	$25.00	$650.00
b.	Bare Areas	1	26	$25.00	$650.00
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$25.00	$1,300.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	$25.00	$650.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming	1	4	$25.00	$100.00
9.	GROUNDCOVER MAINTENANCE	1	1	$25.00	$25.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION				
14	SWEEPING				
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$25.00	$325.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	104	$20.00	$2,080.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$5.00	$65.00
h.	Flush and inspect Y-filter at each RCV	0.5	2	$5.00	$5.00
i.	Flush and inspect Y-filter at each backflow	1	1	$5.00	$5.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$5.00	$30.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – FIRST ST - 500 FEET WEST OF MEDNIK AVE TO MEDNIK AVE $9,655.00

212

SCHEDULE OF PRICES
of
GLEASON ST. - DANGLER AVE TO KERN AVE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$20.00	$1,040.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$20.00	$240.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	26	$20.00	$520.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$20.00	$1,040.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	1	26	$20.00	$520.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	4	$20.00	$80.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming	1	6	$20.00	$120.00
9.	GROUNDCOVER MAINTENANCE	1	1	$25.00	$25.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION				
14	SWEEPING				
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$25.00	$325.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	$25.00	$1,300.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$25.00	$325.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	6	$25.00	$150.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS				

TOTAL ANNUAL COST – GLEASON ST. - DANGLER AVE TO KERN AVE $6,485.00

SCHEDULE OF PRICES
of
GERHART AVE. - POMONA PARKWAY TO BEVERLY BLVD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	2.5	52	$25.00	$3,250.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$15.00	$180.00
3.	MOWING	2	52	$15.00	$1,560.00
4.	MECHANICAL EDGING				
a.	Turf Areas	2	52	$15.00	$1,560.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape				
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$15.00	$780.00
7.	RAKING				
a.	Turf Under Trees	1.5	26	$15.00	$585.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	2	$15.00	$30.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING	4	2	$20.00	$160.00
11.	AERATION	2.5	2	$20.00	$100.00
12.	TURF RESEEDING/ RESTORATION OF BARE AREA	4	2	$20.00	$160.00
13.	TURF AND PLANT FERTILIZATION	2.5	1	$20.00	$50.00
14	SWEEPING				
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$20.00	$260.00
b.	Reset rain sensor on controller				

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$20.00	$260.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$20.00	$260.00
f.	Manual Watering of Shrubs and Turf, more often if necessary				
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$20.00	$260.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$20.00	$20.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – GERHART AVE. - POMONA PARKWAY TO BEVERLY BLVD $9,625.00

2/e

SCHEDULE OF PRICES
of
WOODS AVE. - LOUIS PLACE TO CAROLINA PLACE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	2	52	$25.00	$2,600.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$15.00	$180.00
3.	MOWING	2.5	52	$5.00	$650.00
4.	MECHANICAL EDGING				
a.	Turf Areas	2	52	$5.00	$520.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape				
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$15.00	$780.00
7.	RAKING				
a.	Turf Under Trees	2	26	$10.00	$520.00
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	2	4	$25.00	$200.00
b.	Shrub Safety Clearance / Shrub Pruning				
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE				
10.	DETHATCHING	2	2	$40.00	$160.00
11.	AERATION	1	2	$40.00	$80.00
12.	TURF RESEEDING/RESTORATION OF BARE AREA	2	2	$25.00	$100.00
13.	TURF AND PLANT FERTILIZATION	2	2	$25.00	$100.00
14	SWEEPING				
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides	2	2	$25.00	$100.00
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides				
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$50.00	$650.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$25.00	$325.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$25.00	$325.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	1	52	$25.00	$1,300.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	12	$25.00	$75.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$25.00	$25.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$25.00	$150.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS				

TOTAL ANNUAL COST – WOODS AVE. - LOUIS PLACE TO CAROLINA PLACE $8,840.00

2100

SCHEDULE OF PRICES
of
ATLANTIC BLVD - TELEGRAPH RD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$25.00	$1,300.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$25.00	$300.00
3.	MOWING	0.5	12	$25.00	$150.00
4.	MECHANICAL EDGING				
a.	Turf Areas	0.5	12	$25.00	$150.00
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	12	$25.00	$300.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	52	$25.00	$1,950.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.25	12	$25.00	$75.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	1	12	$25.00	$300.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1	2	$25.00	$50.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION				
14	SWEEPING	0.25	52	$25.00	$325.00
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.25	4	$25.00	$25.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$15.00	$195.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$5.00	$65.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$5.00	$65.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$5.00	$65.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52		
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$5.00	$5.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6		
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – ATLANTIC BLVD - TELEGRAPH RD $5,320.00

220

SCHEDULE OF PRICES & PERFORMANCE REQUIREMENTS SUMMARY
of
EASTERN AV - BLANCHARD ST / 240 FEET SOUTH OF BLANCHARD ST

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$25.00	$1,950.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$10.00	$120.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	52	$10.00	$520.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1	52	$5.00	$260.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning	1	6	$5.00	$30.00
b.	Shrub Safety Clearance / Shrub Pruning	1	2	$5.00	$10.00
c.	Hedge Shaping / Trimming	1	2	$5.00	$10.00
9.	GROUNDCOVER MAINTENANCE	1	2	$5.00	$10.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	0.5	52	$5.00	$130.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.25	4	$5.00	$5.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$10.00	$130.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

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ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$12.00	$156.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$12.00	$156.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$10.00	$130.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$10.00	$130.00
h.	Flush and inspect Y-filter at each RCV	0.25	2	$10.00	$5.00
i.	Flush and inspect Y-filter at each backflow	1	1	$10.00	$10.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$10.00	$60.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – EASTERN AV - BLANCHARD ST / 240 FEET SOUTH OF BLANCHARD ST $3,822.00

722

SCHEDULE OF PRICES
of
INDIANA ST - FOLSOM ST TO FLORAL DR

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	52	$25.00	$1,950.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$5.00	$60.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	52	$5.00	$260.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	2	52	$5.00	$520.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters				
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	1	6	$3.00	$18.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1	1	$12.00	$12.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION		AS-NEEDED	AS-NEEDED	
14	SWEEPING	1.5	12	$3.00	$54.00
15.	DISEASE/INSECT/RODENT CONTROL		AS-NEEDED	AS-NEEDED	
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	0.25	4	$10.00	$10.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$3.00	$39.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	

223

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$3.00	$39.00
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$3.00	$39.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$3.00	$39.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	52	$3.00	$39.00
h.	Flush and inspect Y-filter at each RCV				
i.	Flush and inspect Y-filter at each backflow	1	1	$3.00	$3.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$3.00	$18.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – INDIANA ST - FOLSOM ST TO FLORAL DR $3,100.00

224

SCHEDULE OF PRICES
of
WHITTIER BOULEVARD - BURGER AVENUE TO ATLANTIC BOULEVARD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
		Shaded boxes = "N/A"			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1	52	$30.00	$1,560.00
2.	ALL MANAGEMENT AND SUPERVISION	1	12	$25.00	$300.00
3.	MOWING				
4.	MECHANICAL EDGING				
a.	Turf Areas				
b.	Groundcover				
5.	WEED REMOVAL				
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	52	$25.00	$1,300.00
b.	Bare Areas				
c.	Undeveloped Areas				
6.	LITTER CONTROL	1.5	104	$15.00	$2,340.00
7.	RAKING				
a.	Turf Under Trees				
b.	Planter Beds and Planters	0.25	52	$15.00	$195.00
8.	SHRUB/HEDGE/TREE PRUNING AND TRIMMING				
a.	Tree Safety Clearance / Tree Pruning				
b.	Shrub Safety Clearance / Shrub Pruning	2	2	$15.00	$60.00
c.	Hedge Shaping / Trimming				
9.	GROUNDCOVER MAINTENANCE	1	12	$15.00	$180.00
10.	DETHATCHING				
11.	AERATION				
12.	TURF RESEEDING/RESTORATION OF BARE AREA				
13.	TURF AND PLANT FERTILIZATION	1	52	$5.00	$260.00
14	SWEEPING				
15.	DISEASE/INSECT/RODENT CONTROL				
16.	CHEMICAL APPLICATION				
a.	Turf - detailing general turf areas with systematic herbicides				
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	4	$5.00	$20.00
17.	WATERING / IRRIGATION				
a.	Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	0.25	52	$5.00	$65.00
b.	Reset rain sensor on controller		AS-NEEDED	AS-NEEDED	
c.	Repair, Replace, Relocate: sprinkler heads, drip emitters, drip tubes, more often if necessary	0.25	52	$5.00	$65.00

275

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	ANNUAL FREQUENCY	HOURLY COST	ANNUAL COST
d.	Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary		AS-NEEDED	AS-NEEDED	
e.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.25	52	$5.00	$65.00
f.	Manual Watering of Shrubs and Turf, more often if necessary	0.25	52	$5.00	$65.00
g.	Inspect salt buildup and inject solutions for cleaning	0.25	24	$5.00	$30.00
h.	Flush and inspect Y-filter at each RCV	0.5	2	$5.00	$5.00
i.	Flush and inspect Y-filter at each backflow	1	1	$5.00	$5.00
j.	Flush each irrigations system (Every time any work is done on the irrigation system)	1	6	$5.00	$30.00
18.	LOW IMPACT DEVELOPMENT (LID) MAINTENANCE				
19	PLANTING OPERATIONS		AS-NEEDED	AS-NEEDED	

TOTAL ANNUAL COST – WHITTIER BOULEVARD - BURGER AVENUE TO ATLANTIC BOULEVARD $6,545.00

226

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST LOS ANGELES STREET MEDIANS (2013-PA014)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

	LOCATIONS	MONTHLY (UNIT) COST	NO. OF MONTHS	ANNUAL PRICE (Monthly Cost X No. of Months)
1	4TH STREET SOUNDWALL - GAGE AVENUE TO INDIANA STREET	$831.67	12	$9,980.00
2	ATLANTIC BOULEVARD - EASTBOUND OFF RAMP TO FIRST STREET (CITY OF MONTERY PARK)	$1,268.13	12	$15,217.50
3	ATLANTIC BOULEVARD - SOUTH OF POMONA FREEWAY TO REPETTO STREET	$1,320.25	12	$15,843.00
4	BURGER AVE. - HUMPHREYS AV TO Aprox. 200 FEET EAST OF HUMPHREYS AV	$386.46	12	$4,637.50
5	VINE LANDSCAPED WALL ON SECOND STREET AT FORD BOULEVARD	$524.17	12	$6,290.00
6	CITY TERRACE DRIVE AND EASTERN AVENUE - MONUMENT, MARENGO AVENUE TO MILLER AVENUE	$972.50	12	$11,670.00
7	FORD BOULEVARD AT OLYMPIC BOULEVARD - INTERSECTION OF FORD BOULEVARD AT OLYMPIC BOULEVARD	$375.83	12	$4,510.00
8	HERBERT AVE AT CITY TERRACE DR AND PEDESTRIAN BRIDGE ON MARENGO WEST OF CITY TERRACE DR	$513.96	12	$6,167.50
9	LANGFORD PARK - END OF CUL-DE-SAC AT LANGFORD STREET	$1,460.42	12	$17,525.00
10	TRIANGLE MEDIAN - INTERSECTION OF BEVERLY BOULEVARD/ POMONA AVENUE / WOODS AVENUE	$299.58	12	$3,595.00
11	PEDESTRIAN BRIDGE AT POMONA FREEWAY	$291.67	12	$3,500.00
12	ARIZONA AVENUE / MEDNIK AVENUE - TELEGRAPH ROAD TO 3RD STREET	$1,082.50	12	$12,990.00
13	BEVERLY BOULEVARD - WOODS AVENUE TO MONTRBELLO CITY BOUNDARY (APPROX 200 FEET EAST OF GERHART AVENUE)	$1,034.90	12	$12,418.80
14	CLELA AVENUE - VANCOUVER AVENUE TO ALLEY NORTH OF TELEGRAPH ROAD	$1,367.67	12	$16,412.00
15	VANCOUVER AVE - CLELA AVENUE TO WOODS PLACE	$1,202.92	12	$14,435.00

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SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST LOS ANGELES STREET MEDIANS (2013-PA014)

16	FIRST STREET - 500 FEET WEST OF MEDNIK AVENUE TO MEDNIK AVENUE	$804.58	12	$9,655.00
17	GLEASON STREET - DANGLER AVENUE TO KERN AVENUE	$540.42	12	$6,485.00
18	GERHART AVENUE - POMONA PARKWAY TO BEVERLY BOULEVARD	$802.08	12	$9,625.00
19	WOODS AVENUE - LOUIS PLACE TO CAROLINA PLACE	$736.67	12	$8,840.00
20	ATLANTIC BOULEVARD- TELEGRAPH ROAD	$443.33	12	$5,320.00
21	EASTERN AVENUE - BLANCHARD STREET / 240 FEET SOUTH OF BLANCHARD STREET	$318.50	12	$3,822.00
22	INDIANA STREET - FOLSOM STREET TO FLORAL DRIVE	$258.33	12	$3,100.00
23	WHITTIER BOULEVARD - BURGER AVENUE TO ATLANTIC BOULEVARD	$545.42	12	$6,545.00
	ANNUAL PRICE FOR EAST LOS ANGELES MEDIANS			**$208,583.30**

	AS-NEEDED SERVICES	HOURLY RATE	NO. OF HOURS	PRICE (Hourly Rate X No. of Hours)
1	DISEASE/INSECT/RODENT CONTROL	$35.00	140	$4,900.00
2	TURF AND PLANT FERTILIZATION	$35.00	65	$2,275.00
3	PLANTING OPERATIONS	$25.00	360	$9,000.00
4	IRRIGATION REPAIR, REPLACE, RELOCATE: irrigation system components from downstream of backflow device to the before the heads, more often if necessary	$35.00	352	$12,320.00
5	MANUAL WATERING - Watering of Shrubs and Turf, more often if necessary	$25.00	408	$10,200.00
6	LOW IMPACT DEVELOPMENT (LID)	$25.00	220	$5,500.00
	PRICE FOR AS-NEEDED SERVICES			**$44,195.00**

TOTAL PROPOSED ANNUAL PRICE FOR EAST LOS ANGELES MEDIANS (Annual Price for East Los Angeles Medians + As-Needed Services)	**$252,778.30** +.22

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SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST LOS ANGELES STREET MEDIANS (2013-PA014)

Signature of Person Authorized to Submit Proposal	
Title of Authorized Person: BRANCH MANAGER	Date: 1/8/14
State Contractor's License Number: 970508	License Type: D49 TREE SERVICE C27 LANDSCAPE
Proposer's Address: 4134 TEMPLE CITY BLVD ROSEMEAD CA 91770	
Phone: (626) 377-9748	Mobile: (818) 402-2871
E-Mail: JOE.ESPINOZA@LANDCARE.COM	Facsimile: (626) 376-9176

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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 proposer is excepted from the Program.

Company Name:	TRUGREEN LANDCARE
Company Address:	4134 TEMPLE CITY BLVD.
City: ROSEMEAD	State: CA Zip Code: 91770
Telephone Number:	626/377-9748
(Type of Goods or Services):	LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

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: JOE ESPINOZA	Title: BRANCH MANAGER
Signature:	Date: JANUARY 9, 2014

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FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: COUNTY OF LOS ANGELES DEPT OF PUBLIC WORKS
SERVICE BY PROPOSER LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSAL DATE: JANUARY 9, 2014

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer 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 proposer. The proposer may attach any additional information or explanation of date which the proposer 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

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.	60	63	54	27	109	313	119
2. Total dollar amount of Contracts (in thousands of dollars).	1356	1279	1115	498	2130	6378	2178
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	1	0	4	0	5	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	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.

JOE ESPINOZA
Name of Proposer or Authorized Agent (print)

Signature

1-9-14
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, JOE ESPINOZA

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

of TRUGREEN LANDCARE
Name of proposer

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 the Los Angeles County 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 _____ Date 1-9-14

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FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSER NAME: TRUGREEN LANDCARE

PROPOSED CONTRACT FOR: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses 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: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-19-06 - PRESENT
DEPT/ DISTRICT: DEPT OF PUBLIC WORKS/ EAST LA ST. MEDIANS DIST 4	
CONTACT: JASON SIMMONS	
TELEPHONE: 562-869-1176	
FAX: 562-862-3718	
E-MAIL: JSIMMON@DPW.LACOUNTY.GOV	

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-31-07 -PRESENT
DEPT/DISTRICT: DEPT OF PUBLIC WORKS/ ROAD MAINT DIST 3 MEDIANS	
CONTACT: TIM BABICH	
TELEPHONE: 310 348-6448	
FAX: 310 649-0402	
E-MAIL: TBABICH@DPW.LACOUNTY.GOV	

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 11-2008/PRESENT
DEPT/ DISTRICT: OFFICE OF EDUCATION/ LA COUNTY	
CONTACT: JEMA ESTRELLA	
TELEPHONE: 562-922-8981	
FAX: 562-940-1845	
E-MAIL: ESTRELLA_JEMA@LACOE.EDU	

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 2-23-09 - PRESENT
DEPT/DISTRICT: DEPT OF PUBLIC WORKS/ ROAD MAINT DIST 141/241	
CONTACT: ERIC FONG	
TELEPHONE: 626-458-5100	
FAX: 626-458-4194	
E-MAIL: EFONG@DPW.LACOUNTY.GOV	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 12-2006/PRESENT
AGENCY/ FIRM: CITY OF SO PASADENA	
ADDRESS: 1414 MISSION ST SO PASADENA, CA 91030	
CONTACT: MARCELINO AGUILAR	
TELEPHONE: 626-403-7376	
FAX: 626-403-7371	
E-MAIL: MAGUILAR@CI.SOUTH-PASADENA.CA.US	

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 02-2009/PRESENT
AGENCY/ FIRM: CITY OF ROSEMEAD	
ADDRESS: 8838 E VALLEY BLVD ROSEMEAD, CA 91770	
CONTACT: JOHN SCOTT	
TELEPHONE: 626-569-2261	
FAX: 626-569-2118	
E-MAIL: JSCOTT@CITYOFROSEMEAD.ORG	

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 08-2003/PRESENT
AGENCY/ FIRM: CITY OF COVINA	
ADDRESS: 125 E COLLEGE ST COVINA, CA 91723	
CONTACT: FRANK CISNEROS	
TELEPHONE: 626-858-7279	
FAX: 626-858-7271	
E-MAIL: FCISNEROS@CI.COVINA.CA.US	

SERVICE: LANDSCAPE MAINTENANCE	SERVICE DATES: 7-1-14 - PRESENT
AGENCY/ FIRM: CITY OF BEVERLY HILLS	
ADDRESS: 455 N REXFORD DR BEVERLY HILLS, CA 90210	
CONTACT: DAVID GARRARD	
TELEPHONE: 310-285-2531	
FAX: 310-274-9571	
E-MAIL: DGARRARD@BEVERLYHILLS.ORG	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Address	4134 TEMPLE CITY BLVD ROSEMEAD, CALIFORNIA 91770
Internal Revenue Service Employer Identification Number	36-4313318

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies 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 proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☑ YES ☐ NO
3.	The proposer 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 proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☑ YES ☐ NO

Proposer	TRUGREEN LANDCARE, A. GENERAL PARTNERSHIP
Authorized representative	JOE ESPINOZA
Signature	
Date	1-9-14

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that 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 service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services. N/A

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
N/A	N/A	N/A	N/A

FORM PW-9

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

All proposers 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: 526079O1

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** N/A

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

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 Proprietorship	☑ GENERAL Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 59

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			3		54	1
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White					1	

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

	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

V. **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:
	BRANCH MANAGER	1-9-14

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

Signature	Title BRANCH MANAGER
Firm Name TRUGREEN LANDCARE	Date 1-9-14

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP	Date of Request:
Project Title: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES	Project No. 2013-PA014

A **Solicitation Requirements Review** is being requested because the Proposer 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, Proposer 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 Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Company Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
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
Proposer 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 Proposer 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	YES	NO
Proposer 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)

Signature

1-9-14
Date

JOE ESPINOZA BRANCH MANAGER
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP		
COMPANY ADDRESS: 4134 TEMPLE CITY Blvd.		
CITY: ROSEMEAD	STATE: CA	ZIP CODE: 91770

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: JOE ESPINOZA	TITLE: BRANCH MANAGER
SIGNATURE:	DATE: 1-9-14

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

☒ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____ **DATE:** 01-09-14

FORM PW-15

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

☑ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

NOT FOR BRANCH 6354

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** 1-9-14

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FORM PW-16

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

TRUGREEN LANDCARE, A GENERAL PARTNERSHIP
Proposer's Name

4134 TEMPLE CITY BLVD ROSEMEAD, CA 91770
Address

☑ **If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.**

Signature of Proposer: _____ Date: 1-9-14

FORM PW-17

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

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: JOE ESPINOZA	Title: BRANCH MANAGER
Signature:	Date: 1-9-14

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ENCLOSURE A
FORM PW-18.1

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the Stateof California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov.

☒ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: TRUGREEN LANDCARE	County Webven No. 52607901
Print Authorized Name: JOE ESPINOZA	Title: BRANCH MANAGER
Authorized Signature:	Date: 01-09-14

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014)

PROPOSER'S NAME: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP

ADDRESS: 4134 TEMPLE CITY BLVD. ROSEMEAD, CA 91770

TELEPHONE: 626-377-9748

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL / NON-OPERATIONAL	LOCATION	DESIGNATION (DEDICATED/PRIMARY BACKUP)
PICK UP TRUCK	FORD	F350	2011	ED23190 1FDSX30L73T	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
PICK UP TRUCK	FORD	F350	2003	1FT7X3BT9 BEA88184	FAIR	OPERATIONAL	ROSEMEAD	DEDICATED
PICK UP TRUCK	FORD	F350	2003	1FDWF36LX3 EB18507	FAIR	OPERATIONAL	ROSEMEAD	DEDICATED
BACK PACK BLOWER	STIHL	BR500	2013	295400235	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
BACK PACK BLOWER	STIHL	BR500	2013	295400233	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
BACKPACK BLOWER	STIHL	BR500	2013	29500221	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
STRING TRIMMER	STIHL	FS100RX	2013	294958574	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
STRING TRIMMER	STIHL	FS100RX	2013	294958579	NEW	OPERATIONAL	ROSEMEAD	DEDICATED
STRING TRIMMER	STIHL	FS250R	2013	29050594	GOOD	OPERATIONAL	ROSEMED	DEDICATED
HEDGE TRIMMER	STIHL	HS-BLR-CA	2013	282039431	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
HEDGE TRIMMER	STIHL	HL100CA	2013	294060993	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
HEDGE TRIMMER	STIHL	HL100K	2013	293136407	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
WEEDER	SHINDAIWA	T292	2013	T097110016F5	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
WEEDER	SHINDAIWA	T232	2013	T097110017	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
WEEDER	SHINDAIWA	T292	2013	T097110022	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED
MOWER	TORO	FG27	2012	FC150VFS27	GOOD	OPERATIONAL	ROSEMEA	DEDICATED
MOWER	EXMARK	LT18OV	2012	312628969	GOOD	OPERATIONAL	ROSEMEAD	DEDICATED

PE

FORM PW-20

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**

   ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
TRUGREEN LANDCARE	JANUARY 1994 – PRESENT	LANDSCAPE MAINTENANCE	250

*List the page number in the proposal containing the proposer's experience.

   ☐ No. Proposer does not meet the experience requirement stated above.

2. Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. **Subcontracting is not allowed to meet this requirement.**

   ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's on-site supervising employee(s) name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
JESUS REYES	AUGUST 17, 2006 – PRESENT	LANDSCAPE MAINT SERVICES	251
JULIAN LOPEZ ARVIZU	APRIL 7, 2009 – PRESENT	LANDSCAPE MAINT SERVICES	252

*List the page number in the proposal containing the proposer's on-site supervising employee(s)' resume/experience.

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☐ No. Proposer's on-site supervising employee(s) does not meet the experience requirement stated above.

3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. **Subcontracting is not allowed to meet this requirement.**

☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
C27 / D49	970508	TRUGREEN LANDCARE	02-29-12 TO 02-28-14

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

4. Proposer and/or its Subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.

☒ Yes. Please complete the chart below.

Type of Certification	Name of Certification Holder	Valid/Active Dates
CERTIFIED ARBORIST	DAVID EVANS	DEC 12, 2009 THROUGH DEC 31, 2015

☐ No. Proposer and/or its Subcontractor(s) does not have the certification as stated above.

5. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
B	319160	TRUGREEN LANDCARE	01-01-14 THROUGH 12-31-15	NO

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

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6. Proposer's and/or its Subcontractor(s) employee must submit a copy of a valid and active State of California Agricultural Pest Control Qualified Applicator license.

☒ Yes. Please complete the chart below.

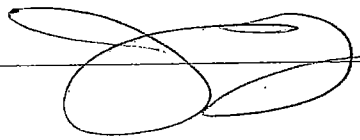
Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
B	127627	DAVID G. EVANS	01/01/13 TO 12/31/14	NO

☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name: TRUGREEN LANDCARE

Authorized representative Name: JOE ESPINOZA

Signature: 

Date: 01-09-14

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FORM PW-20 #2

TruGreen LandCare, Branch 6354, A California General Partnership, founded September 1, 1999 through the successful acquisition of many top landscape companies, has over 40 years of experience and knowledge to service our customers. We provide professional landscape maintenance to many city and public work projects.

Organization –
Joe Espinoza/Branch Manager (Facilitates the overall operation)
Over 7 years experience with TruGreen LandCare but brings 15 years experience in logistics with the US Army Reserves.

Jorge Melendez/Account Manager (Manages the day to day operation to include equipment, safety & Supplies along with direct site supervision)
With over 12 Years experience and vast knowledge of plant materials, Jorge is as involved with the site crew as the crew itself. Learning every nuance of the job, he meticulously plans the work and scope to maximize production and efficiency.

Jesus Reyes/Site Supervisor (Manages the site and crew. Reports to the Account Manager)
Has been with the Medians contract since the first day of the contract start. Knows the scope thouroughly and makes constants improvements to increase production.

Julian Lopez Arvizu/Supervisor (Manages the site and crew. Reports to the Account Manager)
Detailed oriented and methodic in his approach to complete the scope.

Marco Xitumul/Crew Member
Luis Casillas/Crew Member
Francisco Torres/Crew Member
Diego Ramos/Crew Member

TruGreen LandCare meets all requirements as stated in Part 1Section 1.B with valid licences and minimum years of experience. The minimum years of experience is met with the current contrant of Landscape and Grounds Mantenenace Services for East Los Angeles Medians which spans over five years.

The staff listed above have in part or whole been engaged in the contract, specifically the supervisors, to meet the minimum requirement of three years experience.

As one of the largest landscape maintenance providers in the industry, TruGreen LandCare has the equipment and purchasing resources to meet your demands. We are constantly evaluating and modifying our equipment to best serve our clientele and the demands of each site we service. In-house mechanics, outsourced equipment vendors and the pooled resources of a nationwide company keep our equipment fleet operating and at your disposal.

Jesus Reyes

[redacted]

2006 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Julian Lopez Arvizu

[redacted]

2009 – Current - Maintenance Supervisor – TruGreen LandCare – Pasadena Branch Rosemead

SUMMARY OF JOB:
Supervise crew members. Serve as customer service contact, quality assurance supervisor for each job, equipment supervisor and all other on-site supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
The essential duties and responsibilities are listed below. Other duties may be assigned.

- Plan enhancement activities at site according to specifications and client expectations.
- Assign daily tasks to crew and ensure compliance.
- Evaluates quality of service provided to customers and develops procedures to minimize customer complaints.
- Operate the following equipment: backhoe, trencher, wheel loader as well as plant and irrigation layout.
- Training and evaluate the effectiveness of crew.
- Ensure proper use, care and inventory of company vehicle, equipment and tools assigned.
- Promote and maintain safe working conditions.

SUPERVISORY RESPONSIBILITIES:
Directly supervises two or more employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

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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			
Company Address: 4134 TEMPLE CITY BLVD			
City: ROSEMEAD	State: CA	Zip Code: 91770	
Telephone Number: 626-377-9748	Facsimile Number: 626-376	Email Address: JOE.ESPINOZA@LANDCARE.COM	
Awarding Department: PUBLIC WORKS		Contract Term:	
Type of Service: LANDSCAPE MAINT SERVICE			
Contract Dollar Amount:		Contract Number (if any): 2013-PA014	

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)*** 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.

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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:	TITLE:	
SIGNATURE:		DATE:

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.

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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.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

☒ 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 **$11.84 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 $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 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 $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 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	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE: 01-09-14
PLEASE PRINT NAME: JOE ESPINOZA	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 RFP 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**
NO, NOT FOR BRANCH 6354

☐ 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**
NO, NOT FOR BRANCH 6354

☐ 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 proposer'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**
NO, NOT FOR BRANCH 6354

☐ 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.

Owner's/Agent's Authorized Signature

JOE ESPINOZA, BRANCH MANAGER
Print Name and Title

TRUGREEN LANDCARE
Print Name of Firm

1-09-14
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. N/A FOR BRANCH 6354

Print Name of Firm: TRUGREEN LANDCARE, A GENERAL PARTNERSHIP	Print Name of Owner: N/A
Print Address of Firm: 4134 TEMPLE CITY BLVD	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: ROSEMEAD CA 91770	Print Name and Title: JOE ESPINOZA BRANCH MANAGER

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-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: TRUGREEN LANDCARE

Name of Proposer's Health Plan: BLUE CROSS/BLUE SHIELD Date: 01-09-14

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Proposer'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	$	
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	

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ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
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: DOES NOT INCLUDE LABORER OR LABORER DRIVER

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

☒ Is defined as an employee who is employed more than 35 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.

TRUGREEN LandCare®

November 2013

Dear TruGreen LandCare Associate:

To engage the best and most talented individuals, we recognize that we must provide a total compensation program that serves the diverse needs of our employees and their families.

The nation as a whole is grappling with the question of how to structure health insurance that addresses the issues of access, cost, and personal responsibility. Rising benefit costs are affecting employers nationwide. Recent surveys show that premium increases are ranging from 8% to 20% and many companies are increasing employee contributions and out-of-pocket costs. The Affordable Care Act (ACA), which is often referred to as Obama Care, has had a significant effect on both employers and employees. We continue to offer health insurance plans that meet the ACA's requirements. Beginning in 2014, under the ACA's individual mandate, most individuals (adults and children) may be required to have health coverage. You and your dependents may be required to have health insurance beginning January 1, 2014. If you and your dependents do not have health insurance, you may have to pay a penalty when you file your taxes. For more information, please go to www.HealthCare.gov.

Recently, we have conducted a comprehensive review of our benefits program. As part of that review, we looked at benefits and costs compared other employers, the increase in health care premiums over time and the portion of that which has been passed on to our employees, and ensuring that we provide employees with a choice of both a PPO medical plan as well as a consumer driven medical plan with a Health Savings Account. Going forward, both TruGreen LandCare and its employees will share higher costs. We will ask you to bear a proportionate share of the increase of the benefits you receive. We are also changing our medical plan options to manage costs while offering you comprehensive coverage. These changes will continue to bring us in line with other employers.

Please take the time to review all of the options available to you. You may evaluate the options and decide that you and/or your dependents may be eligible for premium assistance or coverage through Medicaid or a Children's Health Insurance Program (CHIP) through your state. You may decide that one of the choices available to you on the new Health Insurance Marketplace at www.HealthCare.gov may meet the needs of you and your family. We encourage you to carefully evaluate your options by learning more. The more you know about your options, the better your choice will be.

TruGreen LandCare remains committed to providing a competitive compensation program. If you have questions regarding your benefits, do not hesitate to contact the TruGreen LandCare Benefits Service Center at 866-900-3062.

Thank you for your continued commitment to TruGreen LandCare.

Vidu Kulkarni
CEO

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TRUGREEN LandCare™

Benefits Guide











2014

IMPORTANT NOTICE

This Benefit Guide related to our health care plan includes a notice regarding how the plan's prescription drug coverage compares to Medicare Part D. If you or a covered family member is also enrolled in Medicare Parts A or B, but not Part D, you should read the Medicare Part D notice carefully. It is titled, "Important Notice from TruGreen LandCare About Your Prescription Drug Coverage and Medicare."

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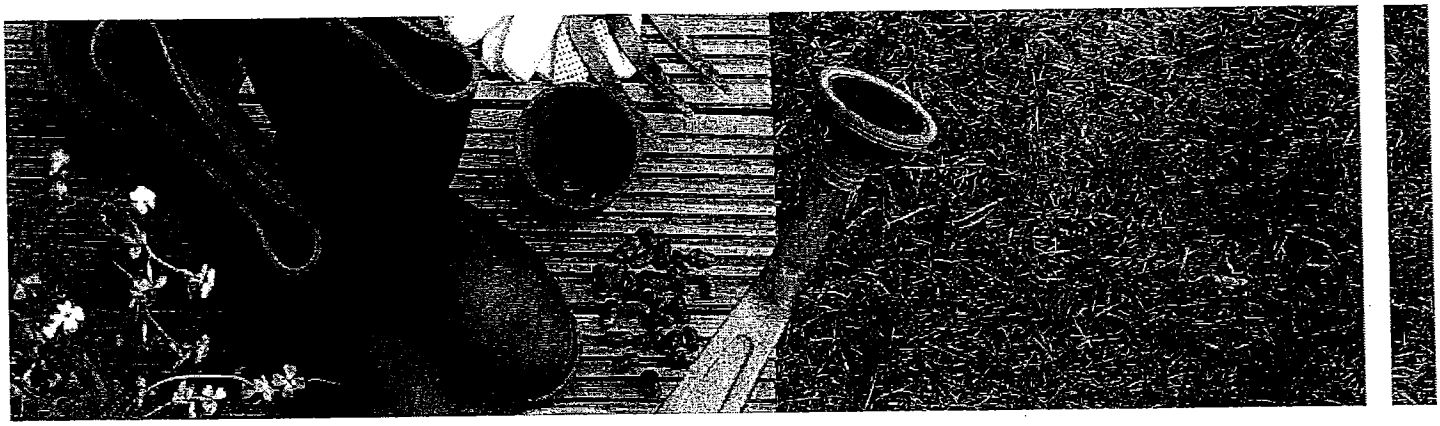
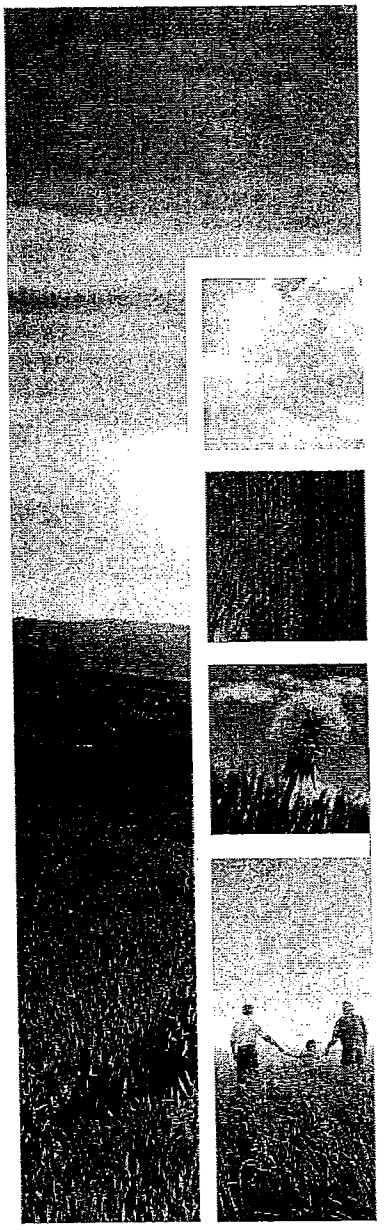


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BENEFITS AT A GLANCE



Medical/Rx Plans

- Insurance Provider: Blue Cross Blue Shield of Tennessee (BCBST)
- Premiums: Employer/Employee paid
- Plan Options: Choice PPO Medical Plan and Smart Saver Medical Plan

Health Savings Account

- Account Provider: Wells Fargo Bank
- Contributions: Employee paid
- Eligibility: Employees enrolled in the Smart Saver Medical plan
- Annual maximum contribution: $3,250 for single coverage; $6,450 for family coverage
- Annual Catch-Up contributions for employees age 55 and older: $1,000

Flexible Spending Accounts

- Insurance Provider: Discovery Benefits
- Contributions: Employee paid
- Health Care Flexible Spending Account
- Dependent Day Care Flexible Spending Account
- Annual maximum contribution: $2,500 for health care
- Annual maximum contribution: $5,000 for dependent day care

Dental Plan

- Insurance Providers: MetLife & CIGNA
- Premiums: Employee paid
- Plan Options: Base PPO, Buy-Up PPO, and DHMO

Vision Plan

- Insurance Provider: EyeMed
- Premiums: Employee paid
- Plan Option: PPO

Basic and Voluntary Life Insurance

- Insurance Provider: Lincoln Financial Group
- Employer Paid - Basic Employee Life: 1x annual salary up to $300,000
- Employee Paid - Voluntary Employee Life: increments up to 5x earnings
- Employee Paid - Voluntary Dependent Life: increments up to $100,000/$25,000

Voluntary Accidental Death and Dismemberment (AD&D) Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employee Paid
- Voluntary AD&D (Employee): increments up to $750,000
- Voluntary AD&D (Spouse): 60% of your coverage up to $450,000
- Voluntary AD&D (Child): 30% of your coverage up to $25,000

Short Term Disability Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employer paid
- Benefits begin on the 8th day for injury or sickness for up to 13 weeks
- Benefit is 60% or 80% of your basic earnings depending on years of service

Long Term Disability Insurance

- Insurance Provider: Lincoln Financial Group
- Premiums: Employee paid
- Benefits begin after 90 days of disability and can continue up to age 65
- Options: 50% or 60% of monthly earnings up to $10,000

Legal Services

- Insurance Provider: Hyatt Legal Services (A MetLife Company)
- Premiums: Employee paid

Business Travel Accident Insurance

- Insurance Provider: Zurich
- Premiums: Employer paid

401(k) Retirement Plan

- Retirement Plan Provider: Prudential
- Contributions: Employer/Employee Paid

Other Benefits

- Employee Assistance Program (EAP)
- Tuition Reimbursement – Reimbursement for tuition and books up to $1500 per year
- Holidays – Seven (7) paid holidays per year
- Vacation – Annual vacation accrual based on length of employment
- Other Paid Leave – Funeral leave, jury/witness duty, and voting time off
- LifeKeys Services – Will preparation, online Guidance Resources, and Identity Theft protection
- TravelConnect – travel assistant services

CONTACTS

If you have questions about your benefits, please contact the administrator listed below, or the TruGreen LandCare Benefits Service Center at (866) 900-3062.

Benefits	Plan Number	Administrator	Website/Phone
TruGreen LandCare Benefits Service Center	n/a	ADP	https://portal.adp.com (866) 900-3062 code = trugreen-1234
Medical and Prescription (including mail order pharmacy)	125171	BlueCross BlueShield of Tennessee (BCBST)	www.bcbst.com (800) 565-9140
Health Savings Account		Wells Fargo Bank	www.wellsfargo.com/hsa (866) 884-7374
Dental PPO	147758	MetLife	www.metlife.com/mybenefits (800) 942-0854
Dental HMO	3334966	CIGNA	www.cigna.com (800) 244-6224
Vision	9821851	EyeMed Vision Care	www.eyemedvisioncare.com (866) 723-0514
Flexible Spending Accounts		Discovery Benefits	www.discoverybenefits.com (866) 451-3399
Basic and Voluntary Employee Life Dependent Life Insurance Accidental Death & Dismemberment Short Term Disability Long Term Disability	000010144566 000403001369 000010145049 000010144567	Lincoln Financial Group	www.lfg.com (800) 423-2765
Legal Services	609/0252	Hyatt Legal Plans	www.legalplans.com (800) 821-6400
Business Travel Accident Insurance	GTU-4380843	Zurich	US/Canada: (800) 263-0261 Outside US/Canada: (416) 977-0277
401(k) Retirement Plan	767561	Prudential	www.prudential.com/online/retirement (877) 778-2100
Employee Assistance Program (EAP)		Lincoln Financial Group	www.eapadvantage.com password = connect (877) 757-7587
LifeKeys		Lincoln Financial Group	www.Lincoln4Benefits.com (855) 891-3684 Web ID = LifeKeys
TravelConnect	000010144566	Lincoln Financial Group / MEDEX Assitance Corporation	www.Lincoln4Benefits.com (800) 527-0218 ID number = 322541
Health Insurance Marketplace			www.healthcare.gov
Medicaid/CHIP		State Medicaid/CHIP	See your state listing in the Medicaid section of this Benefits Guide
COBRA		Discovery Benefits	(866) 451-3399

ELIGIBILITY

Eligibility for employees and dependents is defined as follows:

EMPLOYEES

- Regular, Full Time employees who are scheduled to work 30 or more hours per week. [Laborers, Seasonal, Temporary, and Part Time (scheduled to work less than 30 hours per week) employees are not eligible.]

While not all employees are eligible for the full benefits package, Laborers, Seasonal, Temporary, and Part Time (scheduled to work less than 30 hours per week) employees are eligible for a select set of benefits. Please refer to the sections in this Benefits Guide that indicate that all employees are eligible are eligible to identify that select set of benefits.

DEPENDENTS

- Your legal spouse, unless eligible for health benefits through his/her employer
- Your dependent children to age 26. Children include natural children, stepchildren, foster children, adopted children, children placed for adoption, and children the employee is legally obligated to support.

Special Dependent Eligibility Rule for CA Employees only for Medical, Dental, and Vision:

- Your registered domestic partner, unless eligible for health benefits through his/her employer. A registered domestic partner must have a Certificate of Registration of Domestic Partnership from the state of CA.
- Dependent children of your registered domestic partner to age 26

Beginning in 2014, if you add a dependent to your benefits, you will be required to provide proof (e.g. marriage certificate, birth certificate) that your dependent meets the eligibility requirements to be covered under the benefit plans. If you are unable to provide proof of eligibility, the dependent will not be added to your coverage. In addition, during 2014, TruGreen LandCare will conduct a dependent eligibility audit. We will ask all employees with dependents to provide proof that each enrolled dependent meets the eligibility requirements under the benefit plans. If during this audit, you are unable to provide proof of eligibility, the ineligible dependent will be removed from the plan. Please note that you may be required to reimburse TruGreen LandCare for any claims paid on behalf of the ineligible dependent for the period for which your dependent was ineligible. Please refer to the Summary Plan Description for additional information on dependent eligibility.





BENEFIT ELECTIONS OR CHANGES

Generally, benefit elections or changes can only be made at specific times during the plan year. These times include at the time of hire/rehire, open enrollment, becoming newly eligible for benefits, or due to a qualifying event.

NEW HIRES/REHIRES

If eligible, you must enroll in your benefits by the day prior to the first of the month coincident with or following 60 days of employment. After this initial opportunity, you can only enroll in or make changes to your benefits during certain times, such as due to a qualifying event or open enrollment. Each benefit has a waiting period. Therefore, your benefits effective dates vary for each benefit. Please refer to the chart below for the effective dates.

New Hires/Rehires Eligibility	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following 60 days of employment
Basic Life, Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following 3 months of employment
STD, LTD	On the date following completion of 12 consecutive months of employment

For example, an employee with a hire date of March 1, 2014, Medical, Health Savings Account, Dental, Vision, Health Care FSA, and Dependent Care FSA will be effective on May 1, 2014; Basic Employee Life, Voluntary Employee Life, Dependent Life, AD&D, and Legal Services will be effective on June 1, 2014; and Short Term Disability and Long Term Disability will be on March 1, 2015. Please refer to the Summary Plan Description for additional information.

NEWLY ELIGIBLE

When you become newly eligible for benefits, you must enroll within 30 days of the date that you become eligible for benefits. Most benefits become effective on the first of the month following the date of the event (e.g. Part Time to Full Time, job code/title change, seasonal to non-seasonal) as long as you have met the new hire/rehire waiting period. Each benefit has a waiting period. Therefore, your benefits effective dates vary for each benefit. Please refer to the chart below for the effective dates.

Newly Eligible	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following the event date
Basic Life, Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following the event date
STD, LTD	On the date following completion of 12 consecutive months of employment, including any time worked as ineligible

For example, an employee who is promoted to a benefits eligible position on March 1, 2014, Medical, Health Savings Account, Dental, Vision, Health Care FSA, and Dependent Care FSA, Basic Employee Life, Voluntary Employee Life, Dependent Life, AD&D, and Legal Services will be effective on April 1, 2014; and Short Term Disability and Long Term Disability will begin on the date following completion of 12 months of consecutive employment. Time worked in an ineligible class counts toward the 12 consecutive months. Please refer to the Summary Plan Description for additional information.

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ANNUAL OPEN ENROLLMENT

Eligible employees may make changes during open enrollment. Open enrollment typically takes place in November each year. Generally, benefits elected during open enrollment become effective on January 1. **Open Enrollment for the 2014 plan year will be from November 12, 2013 through November 21, 2013 at 12:00 midnight, ET.**

QUALIFYING EVENTS

If you experience a qualifying event during the year, you may be permitted to make changes to your benefits as long as the changes requested are consistent with the qualifying event. You have 31 days from the date of the event to elect your benefits.

Qualifying events, as defined by the IRS, include, but are not limited to, the events listed below.

- Birth or adoption
- Marriage
- Divorce or legal separation
- Increase or decrease in work hours, e.g. part-time to full-time or vice versa
- Dependent gains or loses eligibility for coverage
- Dependent gains or loses coverage under another plan
- Gain or loss in eligibility for Medicare or Medicaid
- Significant change in cost of dependent care services for Dependent Care FSA

Benefits become effective on the first of the month following or coincident with the qualifying event, unless the qualifying event is a birth or adoption. If a birth or adoption occurs, benefit elections will become effective on the date of the birth or adoption. Please refer to the chart below for the effective dates.

Qualifying Events	
Plan	**Eligibility Effective Dates**
Medical, Dental, Vision, Health Savings Account, Health Care FSA, Dependent Care FSA	1st of the month coincident with or following the event date
Basic Life	n/a
Voluntary Life, Dependent Life, AD&D, Legal	1st of the month coincident with or following the event date
STD, LTD	n/a

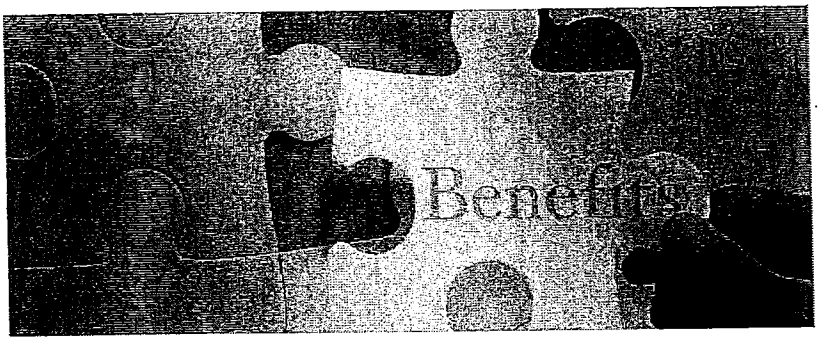
For example, if an employee gets married on March 1, 2014, benefits become effective on April 1, 2014. Please refer to the Summary Plan Description for additional information.

PAYING FOR YOUR BENEFITS

If you are an hourly employee and are paid weekly, you pay for your benefits on a weekly basis with premiums based on 52 pay periods in the year. If you are a salaried employee and are paid semimonthly, you pay for your benefits on a semimonthly basis with premiums based on 24 pay periods in the year. Premiums are either paid on a pre-tax basis or on an after-tax basis depending on the benefit. You should review your paycheck carefully each pay period to ensure that your deductions are correct based on your benefit elections. The premiums for each benefit are listed in each section in this Benefits Guide.

If you happen to enroll after your benefits become effective, you will need to pay for the premiums retroactive to the effective date. Your deductions will be doubled in each paycheck until the balance is paid. In addition, if you do not work and are not paid, or do not have sufficient funds in your paycheck to cover your deductions, your deduction amounts go into a deduction balance amount called deductions in arrears. Once you return to work and have sufficient funds, your current benefit deductions will be doubled in each paycheck until the balance is paid. This outstanding deduction balance will be displayed on your paycheck. If you are no longer enrolled in a benefit, but have a balance due, you will be required to pay the entire balance immediately.





HOW TO ENROLL IN YOUR BENEFITS

There are two (2) ways to enroll in your benefits. You can enroll either online through the Benefits Enrollment Portal or by calling the TruGreen LandCare Benefits Service Center.

TRUGREEN LANDCARE BENEFITS ENROLLMENT PORTAL

Through the Benefits Enrollment Portal provided by ADP, you can enroll in or make changes to your benefits, access benefit plan information and benefits forms, and print a confirmation statement.

New User Registration

You must first register before you can log in to the portal to enroll. During registration, you will be assigned a User ID and you will create a password. Go to **https://portal.adp.com** and click on the link First Time Users Register Here, then click Register Now.

Step 1	• Enter the registration code: trugreen-1234. • Click Next.
Step 2	• Verify your Identity • *Note: Be sure to enter your name exactly as it appears on your pay statement; do not enter a nickname. For example; if your legal name is "Thomas", do not enter "Tom".* • Click Next.
Step 3	• Get User ID and Password • *Make note of your User ID and password. You will need them to login next time. Your User ID will look like this: john.doe@Trugreen. Make sure to capitalize the "T" in Trugreen.* • Click Next.
Step 4	• Select Security Questions and Answers • Click Next.
Step 5	• Enter Your Contact Information • *Note: The work or personal email address that you provide here will be used to immediately send your activation code to you, which is required to complete this registration.* • Click Next.
Step 6	• Enter the Activation Code that was just sent to your email address in Step 5. • Click Next.
Step 7	• Review your information • Click Submit

Existing User Login

If you have an existing User ID and password, you can log in and enroll. Go to **https://portal.adp.com** and click on the link User Login. Enter your User ID and password, and click OK. If you have forgotten your password, you can reset your password by clicking on the Forgot your Password link and responding to the security questions.

If you have any trouble registering or logging in, please call the TruGreen LandCare Benefits Service Center at (866) 900-3062.

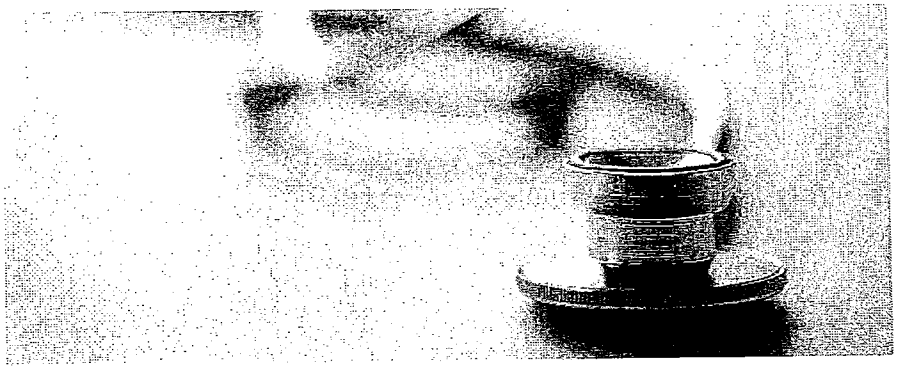
BENEFITS ENROLLMENT

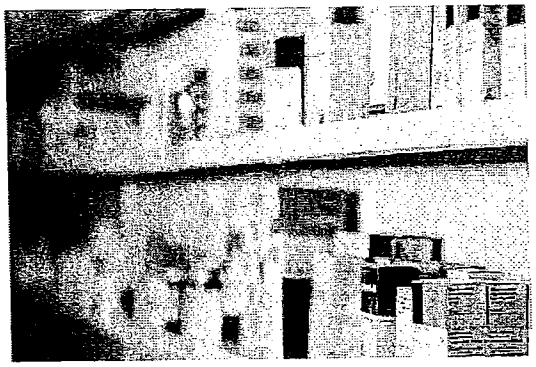
Once logged into the Benefits Enrollment Portal, you can enroll. On the Welcome page, select the Benefits menu, and then click on Health & Welfare. On the enrollment page, click Enroll Today. Follow the directions on each page to enroll in your benefits. Be sure to confirm your benefits enrollment before you exit the system. You can print a confirmation statement of your elections. Save this confirmation statement for your records and proof of your enrollment.

If you have any trouble enrolling in your benefits, please call the TruGreen LandCare Benefits Service Center at (866) 900-3062.

TRUGREEN LANDCARE BENEFITS SERVICE CENTER

Through the TruGreen Landcare Benefits Service Center provided by ADP, you can speak to an enrollment representative who can assist you with enrolling in or making changes to your benefits, questions regarding benefit plan information, and many other benefits related matters. The TruGreen LandCare Benefits Service Center number is (866) 900-3062. Representatives are available Monday – Friday, 8:00 a.m. ET to 6:00 p.m. ET. Translation services are available.





MEDICAL/RX INSURANCE

TruGreen LandCare offers two (2) medical plans to eligible employees through BlueCross BlueShield of Tennessee (BCBST): Smart Saver Medical Plan and Choice PPO Medical Plan. The main purpose of these medical plans is to provide preventive care services that can help you stay healthy, to treat minor illnesses and injuries, and to protect your finances against the high costs of treating a serious medical condition. The BCBST medical plans contract with a broad network of doctors, hospitals, and other facilities to offer discounted rates. Please refer to the Summary Plan Description for additional information.

You may choose from the two (2) medical options through BCBST, whichever one best meets your needs and the needs of your family, or you may choose to waive medical coverage. You may also research your options through the Health Insurance Marketplace at www.HealthCare.gov for medical coverage or premium assistance. In addition, you may be eligible for coverage or premium assistance through your state Medicaid/CHIP program and find that one of those options may be more affordable and better meet the needs of you and your family. See information in this Benefits Guide for additional details on these options.

Beginning in 2014, under the Affordable Care Act (ACA) individual mandate, most individuals (adults and children) may be required to have health coverage. Therefore, you and your dependents may be required to have health insurance beginning January 1, 2014. If you and your dependents do not have health insurance, you may have to pay a penalty when you file your taxes. For more information, please go to www.HealthCare.gov.

MEDICAL PLAN FEATURES

Under the medical plans, you have the freedom to choose any provider for your medical care. The amounts you and the plan pay depend on the plan option you choose, and whether you receive care from in-network or out-of-network providers. When you choose in-network providers, the plan pays a higher portion of costs and you pay a smaller amount. When you choose out-of-network providers, the plans usually pay a lower portion of costs and you pay a higher amount. When you use an out-of-network provider, you will have a significantly lower level of benefit and significantly higher out-of-pocket costs.

You can also reduce your out-of-pocket costs when you enroll in either a Health Savings Account (HSA) when you enroll in the Smart Saver Medical Plan or a Health Care Flexible Spending Account when you enroll in the Choice PPO Medical Plan or waive medical coverage. See information in this Benefits Guide for additional details on these options.

Deductible

The plans include plan year deductibles. The deductible is the amount you must pay each year before the plan starts paying for services. With the exception of office visit copays (if applicable), provider services, diagnostic procedures, hospital stay, and surgeries apply to your deductible. For those enrolled in family coverage, any individual may meet the single deductible before the plan start paying for benefits for that individual. See the Medical Plans Highlights chart for details.

Coinsurance

Once the plan year deductible is met, the plans pay a percent of the in- or out-of-network allowed benefit expense. See the Medical Plans Highlights chart for details.

Copay

A copayment (copay) is a fixed amount that is paid for a service, usually a provider's office visit. The Choice PPO Medical Plan includes copays for physician and specialist office visits and generic prescriptions. The Smart Saver Medical Plan does not include copays. See the Medical Plans Highlights chart for details.

Out-of-Pocket Maximum

An annual out-of pocket maximum is the maximum amount that you will pay each plan year before the plan pays 100% of the allowed benefit. The maximum includes your deductibles, coinsurance, and copays. This maximum does not include your premiums, amounts over the allowed benefit, or expenses that are not covered by the plan. See the Medical Plans Highlights chart for details.

Preventive Care

The medical plans include coverage per plan year for preventive benefits, including annual physicals, immunizations, and screenings, in most cases at 100% for in-network services. See the Medical Plans Highlights chart for details. You can control your health care expenses by getting a check-up and working with your doctors to manage any conditions that you or your family members may have. You can prevent expensive treatment from ever happening and reduce your out-of-pocket costs. Here are a few of the preventive care services. Contact BCBST for additional information on covered services.

- Well Child Care (to age 6)
- Annual Well Woman Exam
- Annual Mammography Screening (40+)
- Annual Cervical Cancer Screening
- Well Care Services (ages 6+)
- Annual Prostate Cancer Screening (50+)
- Immunizations
- and many more...

Prescription Benefit

Both medical plans provide a prescription benefit for both in- and out-of-network pharmacies. Both plans provide a three-tier prescription benefit for generic, formulary, and non-formulary prescriptions. You can save money by using generic prescriptions so be sure to discuss your prescriptions with your doctor to see if a generic option is available.

Prescriptions expenses under the Smart Saver Medical Plan are applied to the medical plan deductibles and out-of-pocket maximums. The Choice PPO Medical plan expenses are applied to separate prescription deductibles and out-of-pocket maximums. All out-of-network prescriptions require that you pay the difference between the in-network benefit and the out-of-network costs. Therefore, your out-of-pocket costs will be significantly higher when you fill your prescription at an out-of-network pharmacy. See the Medical Plans Highlights chart for details. To find a participating pharmacy in your area, go to www.bcbst.com, click on the Learn About tab, go to Pharmacy, and look under the Resources section for the Plus90 Network link.

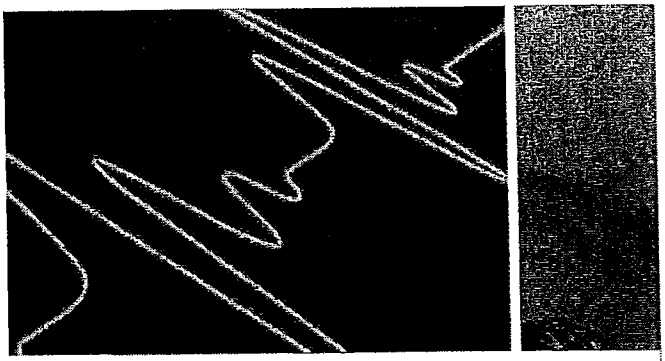
You can also save money by filling your prescriptions through the BCBST prescription mail order program and obtaining a 90-day supply. To learn more, log on to www.bcbst.com or call Customer Service at 1-800-565-9140.

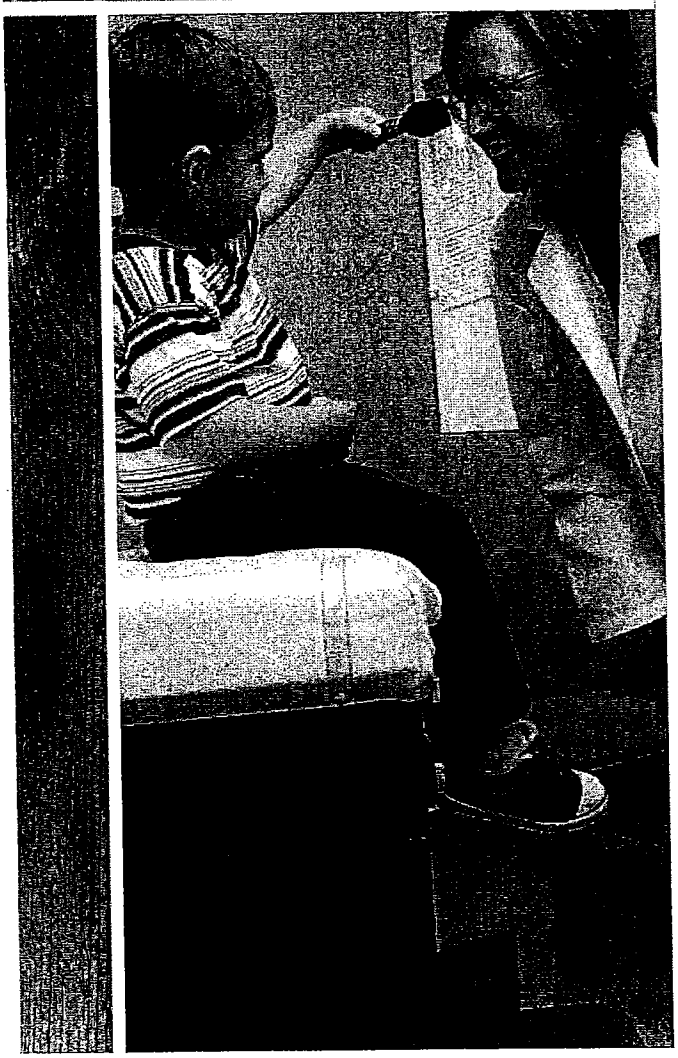
Medical ID Cards

When you enroll in one of the medical plans, BCBST will mail you and your family members medical ID cards. Additional or replacement cards can be obtained by contacting BCBST directly by phone or by printing one online at www.bcbst.com.

Locating an in-network provider

To locate an in-network provider online, log on to www.bcbst.com, from there click on Find a Doctor or call Customer Service at 1-800-565-9140.





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MEDICAL PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the BCBST medical plan options. A full description of services can be found in the Summary Plan Description.

Benefits		2014 Smart Saver Medical Plan		Choice PPO Medical Plan	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible	Single	$3,000	$6,000	$5,000	$10,000
	Family	$9,000	$18,000	$10,000	$20,000
Coinsurance After Deductible	Plan Pays	70% after deductible	50% after deductible	70% after deductible	50% after deductible
	You Pay	30% after deductible	50% after deductible	30% after deductible	50% after deductible
Annual Out-of-Pocket Maximum	Single	$6,000	$12,000	$6,350	$11,500
	Family	$12,700	$27,000	$11,500	$23,000
Preventive Care		100% no deductible	50% no deductible	100% no deductible	50% no deductible
Physician Office Visit		70% after deductible	50% after deductible	100% after $30 copay	50% after deductible
Specialist Office Visit		70% after deductible	50% after deductible	100% after $40 copay	50% after deductible
Emergency Services		70% after deductible	70% after deductible	70% after deductible	70% after deductible
Inpatient/Outpatient		70% after deductible	50% after deductible	70% after deductible	50% after deductible
Lifetime Maximum		Unlimited		Unlimited	
Prescription Drugs		**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**
Annual Deductible	Single	applied to annual medical deductible		$50	
	Family			$100	
Retail (30 day supply)	Generic	70% after deductible	50% after deductible	100% after $8 copay	50% after deductible
	Formulary	70% after deductible	50% after deductible	75% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible
	Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible
Mail Order (90 day supply)	Generic	70% after deductible	50% after deductible	100% after $21 copay	50% after deductible
	Formulary	70% after deductible	50% after deductible	75% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible
	Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible

MEDICAL PLAN PREMIUMS (PAID ON A PRE-TAX BASIS)

Coverage Level	Smart Saver Medical Plan	Choice PPO Medical Plan
Weekly Premiums		
You only	$17.76	$29.43
You +1 dependent	$27.63	$50.03
You +2 dependent	$31.66	$60.60
You +3 or more dependents	$36.67	$69.57
Semi-Monthly Premiums		
You only	$38.48	$63.76
You +1 dependent	$59.88	$108.39
You +2 dependent	$68.60	$131.31
You +3 or more dependents	$79.45	$150.74

HEALTH SAVINGS ACCOUNT (HSA)

TruGreen LandCare provides eligible employees the opportunity to open a Health Savings Account through Wells Fargo Bank. A Health Savings Account (HSA) is a bank account that you own that allows you to set aside pre-tax dollars from your paycheck to pay for many of your health care expenses.

HEALTH SAVINGS ACCOUNT FEATURES

When you enroll in the Smart Saver Medical Plan, you have the opportunity to open a Health Savings Account. By paying for your out-of-pocket expenses with pre-tax dollars, you reduce the amount of your taxable income. In order to open a Health Savings Account, you must be enrolled in the Smart Saver Medical Plan. Employees enrolled in the Smart Saver Medical Plan cannot participate in the Health Care FSA. You will be required to complete a Health Savings Account Authorization Form to finalize your enrollment.

Contributions

Since enrolling in the Smart Saver Medical Plan offers you premium savings as compared to the Choice PPO plan, you should consider contributing the difference in the cost of the plans. Your take home pay will be the same as if you elected the other plan, but you will have the money in your Health Savings Account to use for expenses rather than on premium costs. In addition, you might want to consider contributing your annual deductible up to the annual maximums listed below.

- The minimum annual contribution through pre-tax payroll deduction is $240.
- The IRS Limits for contributions to a Health Savings Account for 2014 are $3,300 for an individual and $6,550 for a family.
- The IRS allows employees age 55 or older to contribute an additional $1,000 for catch up contributions.

The funds in your account will roll over annually and earn interest tax free. You will not lose your funds at the end of each plan year. Since the account belongs to you, it is portable and available to you even after you leave TruGreen LandCare.

Debit Card

When you enroll in a Health Savings Account, Wells Fargo Bank will provide you with a debit card. The debit card gives you an easy, automatic way to pay for qualified health care expenses. Funds on your debit card are only available once a contribution has been made to the account. It is important that you save all itemized receipts. With a Health Savings Account, the IRS does not require that the claims be substantiated, but they do require you have this information in the event that they audit your account.

Eligible Expenses

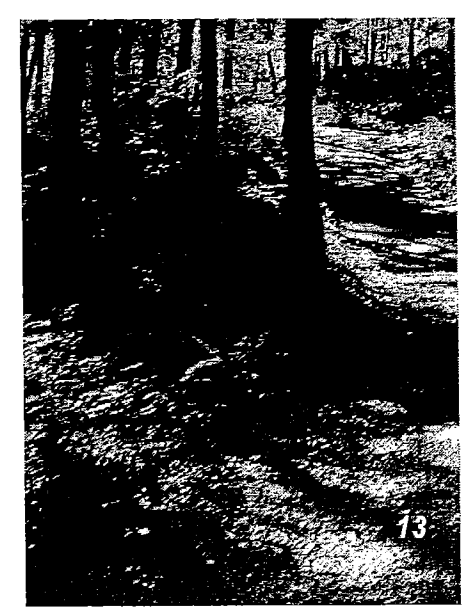
Some examples of eligible qualified health care expenses include:

- Deductibles and coinsurance not covered under the Smart Saver Medical Plan
- Prescriptions not covered under the Smart Saver Medical Plan
- Dental expenses, including deductibles, coinsurance and copays not covered under the dental plans
- Vision expenses, including contact lenses, eye exams and eyeglasses
- Certain over-the-counter medications, if prescribed by a physician

Additional information on Health Savings Accounts is available from Wells Fargo Bank at www.wellsfargo.com/hsa or (866) 884-7374.







DENTAL BENEFITS

TruGreen LandCare offers three (3) dental options for eligible employees to choose from: a Base PPO, a Buy-Up PPO, and a Dental HMO (DHMO).

Getting regular dental care is an important part of taking care of your health. Since dental care can be costly, electing a dental plan can help offset some of your expenses. The plans encourage regular checkups and preventive treatment. The dental plans contract with a network of providers who offer discounted rates. Please refer to the Summary Plan Description for additional information.

PPO PLAN FEATURES

MetLife is the insurance company for the Dental Base PPO and Dental Buy-Up PPO plans.

MetLife Dental ID Cards

When you enroll in one of the PPO dental plans, MetLife will not mail you dental insurance cards. You may go to MetLife's website **www.metlife.com/mybenefits** and create an account/log in to your existing account in order to print your dental ID cards.

Locating an in-network provider

To locate an in-network provider online, log on to **www.metlife.com/mybenefits** or call MetLife at 1-800-942-0854.

PPO PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the MetLife Dental Base PPO and Buy-Up PPO plans. A full description can be found in the Summary Plan Description.

MetLife Dental					
Benefits		Dental Base PPO		Dental Buy-Up PPO	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible		$50		$50	
Annual Benefit Maximum Per Covered Person		$1,500		$1,500	
Preventive and diagnostic services (e.g. exams, cleanings)	Plan Pays	100%	100% of the usual and customary fee	100%	100% of the usual and customary fee
	You Pay	0%	The amount above the usual and customary fee	0%	The amount above the usual and customary fee
Basic Services (e.g. fillings and root canals)	Plan Pays	85% after deductible	85% of the usual and customary fee after the deductible	85% after deductible	85% of the usual and customary fee after the deductible
	You Pay	15% after deductible	15% after the deductible plus the amount above the usual and customary fee	15% after deductible	15% after the deductible plus the amount above the usual and customary fee
Major services (e.g. crowns, bridges, dentures and implants)	Plan Pays	50% after deductible	50% of the usual and customary fee after the deductible	50% after deductible	50% of the usual and customary fee after the deductible
	You Pay	50% after deductible	50% after the deductible plus the amount above the usual and customary fee	50% after deductible	50% after the deductible plus the amount above the usual and customary fee
Orthodontia (through age 18)	Plan Pays	No Coverage		50% after deductible	50% of the usual and customary fee after the deductible
	You Pay	No Coverage		50% after deductible	50% after the deductible plus the amount above the usual and customary fee
Lifetime Orthodontia Benefit Maximum		N/A		$1,500	

DENTAL PPO PREMIUMS

Your premiums are paid on a pre-tax basis.

Weekly Premiums		
Coverage Level	Dental Base PPO	Dental Buy-Up PPO
You only	$10.85	$12.32
You + 1 dependent	$21.88	$24.85
You + 2 dependents	$31.31	$35.58
You + 3 or more dependents	$34.67	$39.45

Semi-Monthly Premiums		
Coverage Level	Dental Base PPO	Dental Buy-Up PPO
You only	$23.50	$26.70
You + 1 dependent	$47.50	$53.84
You + 2 dependents	$67.85	$77.09
You + 3 or more dependents	$75.12	$85.48

DHMO PLAN FEATURES

CIGNA is the insurance company for the DHMO Dental Plan. The DHMO plan is based on a schedule of copays, rather than deductibles and coinsurance like the PPO plans. You must select a DHMO provider office to be eligible for benefits. There is no coverage for out-of-network dentists without prior approval from CIGNA Dental (except emergencies). The DHMO plan is only available in certain areas. If you are eligible to enroll based on your home zip code, the option will be presented to you when you enroll.

DHMO Dental ID Cards

When you enroll in the DHMO dental plan, CIGNA will mail you dental insurance cards. You may go to CIGNA's website www.cigna.com and log into your existing account/create a new account in order to print a replacement dental ID card.

Locating an in-network provider

To locate an in-network provide, log on to www.cigna.com, click on Find a Doctor or call CIGNA at (800) 244-6244.

DHMO PLAN HIGHLIGHTS

The chart below highlights the benefits provided under the CIGNA DHMO plan. These are a few examples of the copays for typical dental treatments and services. A full description can be found in the CIGNA Schedule of Fees. Please see the Summary Plan Description for additional information.

CIGNA Dental DHMO		
Benefit Examples - CIGNA See Schedule of Fees	In-Network (Your copay)	Out-of-Network
Deductible	None	No Coverage
Annual Benefit Maximum Per Covered Person	None	No Coverage
Preventive and diagnostic services (e.g. exams, cleanings)	$0	No Coverage
Amalgam filling (silver colored) - 2 surfaces	$0	No Coverage
Composite filling (tooth-colored) - 1 surface	$0	No Coverage
Molar root canal (excluding final restoration)	$335	No Coverage
Comprehensive orthodontics - child (up to 19th birthday) -banding	$515	No Coverage
Periodic orthodontic visit - child - 24 month treatment fee	$2,040	No Coverage
Monthly fee (part of 24 month contract)	$85	No Coverage
Periodontal (gum) scaling & root planing - 1 quadrant	$83	No Coverage
Periodontal (gum) maintenance	$50	No Coverage
Crown – porcelain fused to high noble metal	$450	No Coverage

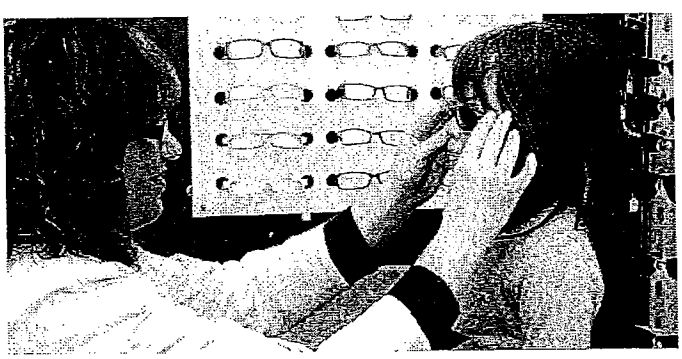
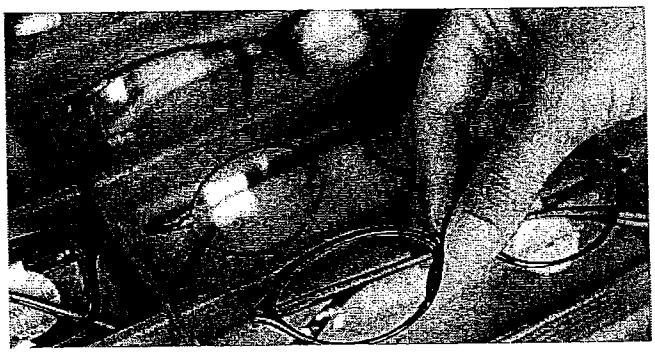
CIGNA DENTAL DHMO PREMIUMS

Your premiums are paid on a pre-tax basis.

Coverage Level	Weekly
You only	$4.65
You + 1 dependent	$8.63
You + 2 dependents	$11.70
You + 3 or more dependents	$13.30

Coverage Level	Semi-Monthly
You only	$10.07
You + 1 dependent	$18.69
You + 2 dependents	$25.36
You + 3 or more dependents	$28.83

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VISION BENEFITS

TruGreen LandCare offers a PPO vision plan through EyeMed to eligible employees.

VISION PLAN FEATURES

The vision plan covers expenses for routine eye exams, eyeglasses, and contact lenses and provides discounts on laser eye surgery. The vision plan provides in-network and out of-network coverage. If you obtain services from an out-of-network provider, you will need to submit a claim for reimbursement.

Vision ID Cards

When you enroll in the vision plan, EyeMed will mail you vision insurance cards. You can logon to www.eyemedvisioncare.com to print replacement cards.

Locating an in-network provider

To locate an in-network provider online, log on to www.eyemedvisioncare.com, click Find a Provider and choose the Select Plan network.

VISION PLAN HIGHLIGHTS

The chart below highlights the benefits provided for the PPO vision plan. A full description of services can be found in the Summary Plan Description.

Benefits	Vision Benefits	
	In-Network	Out-of-Network
	Plan Pays	
Vision Exam (Every 12 months)	100% after $10 copay	Up to $25
Prescription Lenses - Standard Plastic (Every 12 months)	100%	Up to $40
Elective Contact Lenses and Exam (Every 12 months)	$100 Allowance (15% discount on amount over allowance)	Up to $70
Frames (Every 12 months)	$100 Allowance (20% discount on amount over allowance)	Up to $30

VISION PREMIUMS

Your premiums are paid on a pre-tax basis.

Coverage Level	Weekly
You only	$1.24
You + 1 dependent	$2.48
You + 2 dependents	$3.10
You + 3 or more dependents	$3.42

Coverage Level	Semi-Monthly
You only	$2.69
You + 1 dependent	$5.38
You + 2 dependents	$6.73
You + 3 or more dependents	$7.40

Additional Benefits Include:

- Additional Pairs of glasses
  - 40% off retail price of a complete pair including prescription sunglasses
- Lens Options
  - Lens options available at a scheduled cost or discount up to 40%
- Other Add-ons and Services
  - 20% off retail price of vision care items purchased at an EyeMed provider
- LASIK and PRK Vision Correction
  - 15% off retail price
  - 5% off promotional price

LasikPlus is the featured provider and offers additional benefits. For additional details, go to www.eyemedvisioncare.com.

HEALTH CARE AND DEPENDENT DAY CARE FLEXIBLE SPENDING ACCOUNTS

TruGreen LandCare offers two types of Flexible Spending Accounts (FSAs) to eligible employees administered through Discovery Benefits: Health Care FSA and Dependent Day Care FSA. FSAs let you set aside pre-tax dollars from your paycheck to pay for many health care and dependent day care expenses. Please refer to the Summary Plan Description for additional information.

HEALTH CARE FSA FEATURES

The Health Care FSA allows you set aside pre-tax dollars from your paycheck to pay or be reimbursed for many health care expenses. The Health Care FSA is a "use it or lose it" account, which means that funds remaining in your account at the end of the plan year will be forfeited. You cannot transfer money from one FSA to another. You cannot claim expenses that are reimbursed through your Health Care FSA as a deduction on your income tax return. Employees enrolled in the Smart Saver Medical Plan cannot participate in the Health Care FSA. If you enroll in an FSA, you must reenroll in your FSA each year during open enrollment if you want to continue your contributions.

Contributions

If eligible, you may make contributions to the Health Care FSA up to the annual IRS maximum listed below. The plan year for the Health Care FSA ends on December 31 of each year; however, expenses may be incurred through March 15th of the following calendar year. For example, claims submitted for the 2014 plan year Health Care FSA can contain expenses incurred up to March 15, 2015. You cannot begin, stop, or change the amount of your Health Care FSA contributions during the calendar year unless you experience a qualifying event (e.g. marriage, divorce, birth, etc.). For additional information, please refer to the Summary Plan Description.

- **The 2014 annual minimum contribution to the Health Care FSA is $120.**
- **The 2014 annual maximum contribution to the Health Care FSA is $2,500.**

You have until March 15, 2015 to use the funds in your 2014 account. Make sure you use your funds and submit all your expenses by May 31, 2015 for reimbursement. 2014 funds remaining in your FSA on May 31, 2015 will be forfeited.

If your employment ends and you are enrolled in the health plans, you will be given the option to elect COBRA. If you have funds remaining in your Health Care FSA, by electing COBRA you will be able to continue using your funds by continuing contributions on an after-tax basis through the end of the plan year. If you do not elect COBRA and do not elect to continue your Health Care FSA, you will forfeit the remaining funds in your account. See the COBRA section in this Benefits Guide for additional information on COBRA.

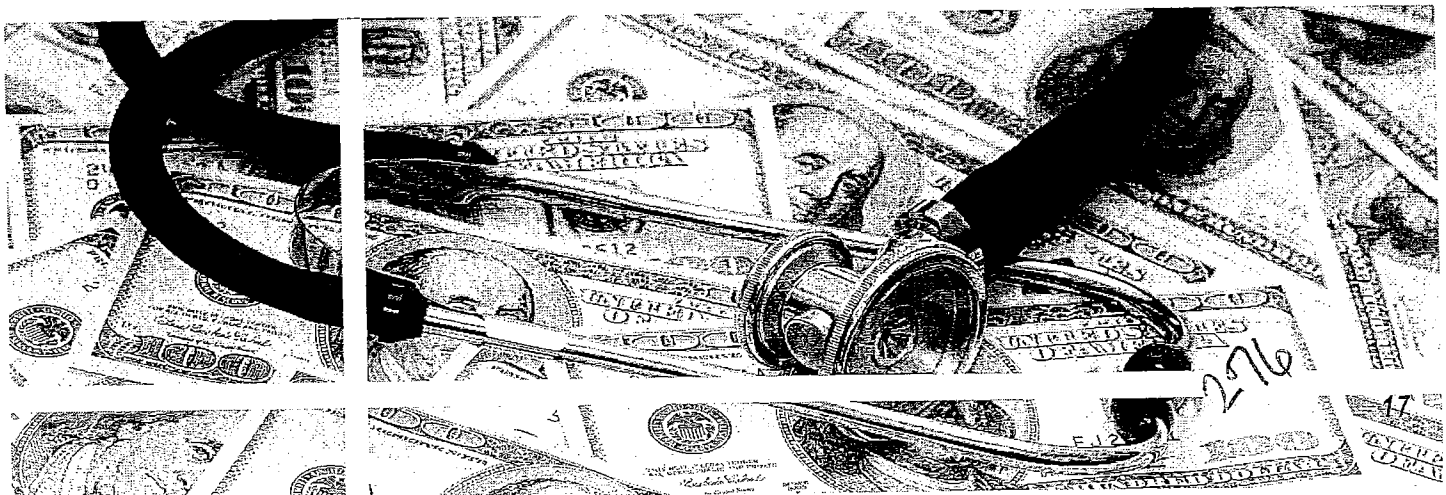
Debit Card

- The debit card from Discovery Benefits is a VISA® card that gives you an easy, automatic way to pay for your qualified health care expenses.
- It's important that you save all itemized receipts. The IRS requires that all FSA reimbursements be substantiated. Discovery Benefits may request a copy of your itemized receipts to validate that the expense was eligible for reimbursement.

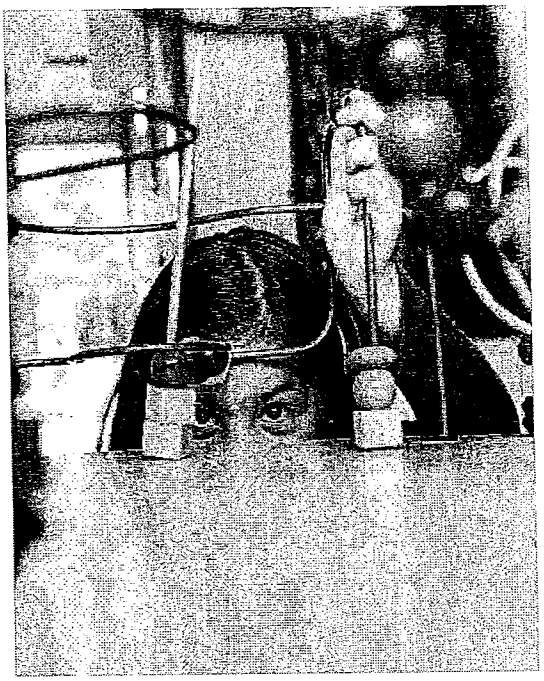
Eligible Expenses

Some examples of eligible expenses include:

- Deductibles, coinsurance, and copays not covered under the medical and dental plans
- Vision services, including contact lenses, eye exams, and eyeglasses
- Prescription copays and coinsurance
- Over the counter medications, if prescribed by a physician







DEPENDENT DAY CARE FSA FEATURES

The Health Care FSA allows you set aside pre-tax dollars from your paycheck to be reimbursed for many dependent day care expenses. The Dependent Day Care FSA is a "use it or lose it" account, which means that funds remaining in your account at the end of the plan year will be forfeited. You cannot transfer money from one FSA to another. You cannot claim expenses that are reimbursed through your Dependent Day Care FSA as a deduction on your income tax return. If you enroll in an FSA, you must reenroll in your FSA each year during open enrollment if you want to continue your contributions.

Contributions

If eligible, you may make contributions to the Dependent Day Care FSA up to the annual IRS maximum listed below. The plan year for the Dependent Day FSA ends on December 31 of each plan year. You cannot begin, stop, or change the amount of your Dependent Day Care FSA contributions during the calendar year unless you experience a qualifying event (e.g. marriage, divorce, birth, etc.). However, if you experience a significant increase or decrease in the cost of your dependent day care expenses during the calendar year, you may change your Dependent Day Care FSA contributions. For additional information, please refer to the Summary Plan Description.

- **The 2014 annual minimum contribution to the Dependent Day Care FSA is $120.**
- **The 2014 annual maximum contribution to the Dependent Day Care FSA is $5,000.**

Make sure you use your 2014 funds by December 31, 2014 and submit all your expenses by May 31, 2015 for reimbursement. 2014 funds remaining in your FSA on May 31, 2015 will be forfeited.

Reimbursement of Expenses

You will need to submit your receipts for reimbursement of your eligible expenses to Discovery Benefits. There is no debit card with the Dependent Day Care FSA.

Eligible Expenses

Some examples of eligible expenses include:

- Child day care expenses for children under 13
- Adult dependent day care expenses
- Expenses for an individual to provide care either in or out of your home
- Nursery schools and preschools (excluding kindergarten)

Additional information on FSAs is available from Discovery Benefits at www.discoverybenefits.com.

BASIC EMPLOYEE LIFE INSURANCE

TruGreen LandCare provides basic employee life insurance to eligible employees of one time (1x) your annual salary up to a maximum of $300,000 through Lincoln Financial Group at no cost to you. Your earnings for your life insurance are based on your annual base salary as of October 25 each year or your date of hire, whichever is later. Please refer to the Summary Plan Description for additional details and for information regarding the age reduction clauses.

VOLUNTARY EMPLOYEE LIFE INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to purchase additional employee life insurance through Lincoln Financial Group beyond what is provided as basic life insurance. If you are within your first 31 days of eligibility, you are eligible to purchase up to the guarantee issue amount with no evidence of insurability (amounts over guarantee issue amount will be subject to evidence of insurability). If you are past your initial enrollment period, you will need to complete an Evidence of Insurability form for all amounts. Please refer to the Summary Plan Description for additional details and for information regarding the age reduction clauses.



	Benefit Amount	Maximum Benefit	Guarantee Issue
Employee	1x, 2x, 3x, 4x, or 5x	$900,000	$200,000
	annual earnings	(combined basic & voluntary life)	

VOLUNTARY EMPLOYEE LIFE PREMIUMS

Life insurance premiums are broken down into age bands. Whatever age band you are in as of the effective date of coverage will be the age used to calculate your premium. Your earnings for your life insurance are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

Voluntary Employee Life Premiums		
Your Age	Annual Rates Per $1000 of Coverage	
	Non-Smoker	Smoker
<25	$0.72	$1.15
25-29	$0.96	$1.44
30-34	$1.20	$1.50
35-39	$1.56	$1.87
40-44	$1.68	$2.66
45-49	$2.88	$4.39
50-54	$5.16	$7.90
55-59	$7.80	$11.70
60-64	$12.60	$18.76
65-69	$21.36	$32.04
>70	$41.52	$62.35

Your premiums are paid on an after-tax basis. You may use the calculation below to calculate your premiums using the rate table above. The rates will be calculated for you when you enroll on the TruGreen LandCare Benefits Enrollment Portal or contact the TruGreen LandCare Benefits Service Center.



VOLUNTARY EMPLOYEE LIFE PREMIUM CALCULATION

Voluntary Employee Life Premium Calculation							
Weekly Premium Example: 43 year old, non-smoker - elects Voluntary Employee Life Insurance of 2x annual base salary							
Annual base salary = $25,000; Elected benefit: $25,000 x 2 = $50,000							
$50,000	/ 1,000	x	$1.68	/ 52	=	$1.62	per pay period
(Benefit)			(Rate)				
Use this formula to calculate your premiums							
Weekly							
$ _____	/ 1,000	x	$ _____	/ 52	=	$ _____	per pay period
(Benefit)			(Rate)				
Semi-Monthly							
$ _____	/ 1,000	x	$ _____	/ 24	=	$ _____	per pay period
(Benefit)			(Rate)				

LIFE INSURANCE BENEFICIARIES

When you enroll in your life insurance through the TruGreen LandCare Benefits Enrollment Portal or the TruGreen LandCare Benefits Service Center, be sure to designate a beneficiary for your life insurance. If you have been married or divorced or had a baby since the last time you updated your beneficiaries you should review your beneficiaries. Even if you are not making any changes to your benefit elections, you should review and update your life insurance beneficiaries.

VOLUNTARY DEPENDENT LIFE INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to elect dependent life insurance through Lincoln Financial Group. Dependent Life insurance covers your spouse and/or children and pays a benefit to you if a covered dependent dies.

VOLUNTARY DEPENDENT LIFE INSURANCES FEATURES

Dependent life insurance is optional. You pay the full cost of any coverage you elect. You are automatically the beneficiary for any dependent coverage. You may choose from the five (5) coverage amounts listed in the table below. The maximum coverage amount for your spouse is $100,000. The maximum coverage amount for your children is $25,000 per child. No dependent can have a coverage amount that is more than 100% of your basic and voluntary employee life insurance combined.

If you do not enroll when you are first eligible, and decide to enroll later, you can only choose coverage for your spouse and/or children of $15,000 and $2,000 respectively. In addition, you can only increase your coverage amount by one (1) level during each annual open enrollment. Evidence of insurability (EOI) is required for both $75,000 and $100,000 amounts of spouse dependent life insurance. If EOI is not completed as required, your spouse will automatically be covered at $50,000 level, which is the highest coverage amount that does not require EOI.

If your spouse or child also works for TruGreen LandCare and is eligible for basic employee life insurance, you may cover that dependent under the dependent life insurance program. In addition, if you and your spouse are both employees, you both may cover your children as dependents. Please refer to the Summary Plan Description for additional information.

VOLUNTARY DEPENDENT LIFE INSURANCE PREMIUMS

Your premiums are paid on an after-tax basis.

Dependent Life Insurance		
Spouse/Children Coverage Amounts	**Weekly**	**Semi-Monthly**
$15,000/$2,000	$0.86	$1.86
$25,000/$5,000	$1.45	$3.15
$50,000/$10,000	$2.93	$6.35
$75,000/$15,000	$4.36	$9.45
$100,000/$25,000	$6.12	$13.25

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

TruGreen LandCare provides eligible employees with the opportunity to elect accidental death and dismemberment (AD&D) insurance through Lincoln Financial Group.

AD&D INSURANCE FEATURES

Accidental death and dismemberment insurance pays a benefit in the event of certain serious injuries or death due to an accident. You can elect coverage for yourself, your spouse, and/or your children. You must elect coverage for yourself before you can cover your dependents. You are automatically the beneficiary for any benefits paid if a covered dependent dies.

COVERAGE AMOUNTS

You can choose coverage for yourself from $20,000 to $100,000 in multiples of $10,000, or from $150,000 to $750,000 in multiples of $50,000. Please see the table below. The maximum amount of coverage for you is the lesser of 10 times your annual earnings or $750,000. Your spouse's coverage is 60% of your coverage. Maximum coverage for your spouse is $450,000. Each child's coverage is 30% of your coverage. Maximum coverage per child is $25,000.

WHEN BENEFITS ARE PAID

AD&D coverage pays a benefit only if death or certain serious injuries occur as the result of an accident. Death must occur within 365 days of the accident. Injury sustained in the accident must result in one covered loss or more within 365 days of the accident. The accident must occur while you or your dependent is covered under the plan.

Please refer to the Summary Plan Description for additional information.

VOLUNTARY AD&D PREMIUMS

Your premiums are paid on an after-tax basis.

Coverage Amount	Accidental Death & Dismemberment Insurance Premiums			
	Weekly		Semi-Monthly	
	You Only	You & Family	You Only	You & Family
$20,000	$0.07	$0.11	$0.15	$0.23
$30,000	$0.10	$0.16	$0.23	$0.35
$40,000	$0.14	$0.21	$0.30	$0.46
$50,000	$0.17	$0.27	$0.38	$0.58
$60,000	$0.21	$0.32	$0.45	$0.69
$70,000	$0.24	$0.37	$0.53	$0.81
$80,000	$0.28	$0.42	$0.60	$0.92
$90,000	$0.31	$0.48	$0.68	$1.04
$100,000	$0.35	$0.53	$0.75	$1.15
$150,000	$0.52	$0.80	$1.13	$1.73
$200,000	$0.69	$1.06	$1.50	$2.30
$250,000	$0.87	$1.33	$1.88	$2.88
$300,000	$1.04	$1.59	$2.25	$3.45
$350,000	$1.21	$1.86	$2.63	$4.03
$400,000	$1.38	$2.12	$3.00	$4.60
$450,000	$1.56	$2.39	$3.38	$5.18
$500,000	$1.73	$2.65	$3.75	$5.75
$550,000	$1.90	$2.92	$4.13	$6.33
$600,000	$2.08	$3.18	$4.50	$6.90
$650,000	$2.25	$3.45	$4.88	$7.48
$700,000	$2.42	$3.72	$5.25	$8.05
$750,000	$2.60	$3.98	$5.63	$8.63

SHORT TERM DISABILITY INSURANCE

TruGreen LandCare provides short term disability insurance at no cost to eligible employees through Lincoln Financial Group. Short Term Disability provides a benefit if you are unable to work because of a non-work related illness or injury.

SHORT TERM DISABILITY FEATURES

Your coverage under the short term disability program becomes effective on the first day of the month following completion of 12 consecutive months of full time employment. For employees who transition from ineligible to eligible, any time worked as ineligible will count toward the 12 consecutive month waiting period. The short term disability provides a benefit as a percent of your base salary depending on your length of service with TruGreen LandCare. The short term disability benefit pays 60% of your earnings for 1-5 years of service or 80% of your earnings for 6+ years of service up to $15,000 per month. Your payments may be reduced by deductible sources of income such as social security benefits and other sources of disability earnings. Your earnings for your short term disability are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

If Lincoln determines that you are eligible for short term disability payments, benefits begin on the eighth (8th) calendar day of disability for illness or injury and may continue for up to 13 weeks. Absences due to maternity may begin on the first (1st) calendar day. Please refer to the Summary Plan Description for additional information.

LONG TERM DISABILITY INSURANCE

TruGreen LandCare provides eligible employees the opportunity to purchase long term disability insurance through Lincoln Financial Group. Long term disability insurance provides a benefit if you are unable to work on a long term basis because of a non-work related illness or injury.

LONG TERM DISABILITY FEATURES

Your coverage under the long term disability program becomes effective on the date following completion of 12 consecutive months of employment for eligible employees. For employees who transition from ineligible to eligible, any time worked as ineligible will count toward the 12 consecutive month waiting period. Long term disability provides you with the option to elect coverage for up to 50% or 60% of your annual salary to a maximum of $10,000 per month. Your payments may be reduced by deductible sources of income such as social security benefits and other sources of disability earnings.

If Lincoln determines that you are eligible for long term disability payments, benefits begin after 90 calendar day of disability for illness or injury. If you become disabled before age 60, benefits may be paid until you reach age 65 as long as you remain disabled. If you become disabled after age 60, benefits may be paid for a benefit period ranging from 12 to 60 months depending on your age as long as you remain disabled. Please refer to the Summary Plan Description for additional information.

LONG TERM DISABILITY PREMIUMS

Long Term Disability premiums are based on a monthly rate per $100 of earnings. Your earnings for your long term disability premiums are based on your annual base salary as of October 25 each year or your date of hire, whichever is later.

Monthly Rates per $100 of Earnings	
50% Option	$0.34
60% Option	$0.66

Your premiums are paid on an after-tax basis. You may use the calculation below to calculate your premiums using the rate table above. The rates will be calculated for you when you enroll on the TruGreen LandCare Benefits Enrollment Portal or contact the TruGreen LandCare Benefits Service Center.

LONG TERM DISABILITY PREMIUM CALCULATION

Long Term Disability Premium Calculation								
Weekly Premium Example: 50% Option								
Annual base salary = $27,400 (divided by 12 months = $2,283)								
$2,283	/ 100	x	$0.34	x 12	/ 52	=	$1.79	per pay period
(Monthly Earnings)			(Rate)					
Use this formula to calculate your premiums								
(monthly earnings are determined by dividing annual base salary by 12 months.)								
Weekly								
$	/ 100	x	$	x 12	/ 52	=		per pay period
(Monthly Earnings)			(Rate)					
Semi-Monthly								
$	/ 100	x	$	x 12	/ 24	=		per pay period
(Monthly Earnings)			(Rate)					
50% option monthly earnings cannot exceed $20,000; 60% option monthly earnings cannot exceed $16,667								

LEGAL SERVICES

TruGreen Landcare offers eligible employees the opportunity to enroll in voluntary legal services with the MetLaw program, offered through Hyatt Legal Services (A MetLife Company). MetLaw has a nationwide network of over 9,000 attorneys and offers telephone and in-person consultations on a wide range of personal legal services, including:

- Estate Planning
- Family Law
- Real Estate Matters
- Document Preparation
- Financial Matters
- Court Appearances

LEGAL SERVICES PREMIUMS

Your premiums are paid on an after-tax basis.

Legal Services		
	Weekly	Semi-Monthly
Coverage	$4.15	$9.00

You may go to www.legalplans.com or call (800) 821-6400 for additional information. Please refer to the Summary Plan Description for additional information.

BUSINESS TRAVEL ACCIDENT INSURANCE

TruGreen LandCare provides Business Travel Accident (BTA) insurance through Zurich at no cost to eligible employees. BTA insurance pays a benefit if you die or sustain certain serious injuries in an accident while traveling on approved TruGreen LandCare business. It also pays a benefit if your spouse or children have been approved to accompany you and die or sustain serious injuries in an accident while accompanying you on approved TruGreen LandCare business travel. Coverage amount is up to $100,000 per covered person. Please refer to the Summary Plan Description for additional information.

TUITION REIMBURSEMENT

TruGreen LandCare provides reimbursement for certain tuition expenses to eligible employees through the Tuition Reimbursement policy. Eligibility is based upon the employee meeting current position standards of performance and budget availability. Advanced approval must be obtained for coursework that will contribute to the overall profitability, revenue growth, or efficiency of the business unit or is relevant to and incorporated into a formal professional development plan. Reimbursement may be up to an annual maximum amount of $1,500 after six (6) months of employment. Please see the Employee Handbook for additional information.

HOLIDAYS



TruGreen LandCare provides paid time off to eligible employees for seven (7) specific holidays during the year through the Holiday policy.

TruGreen LandCare observes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

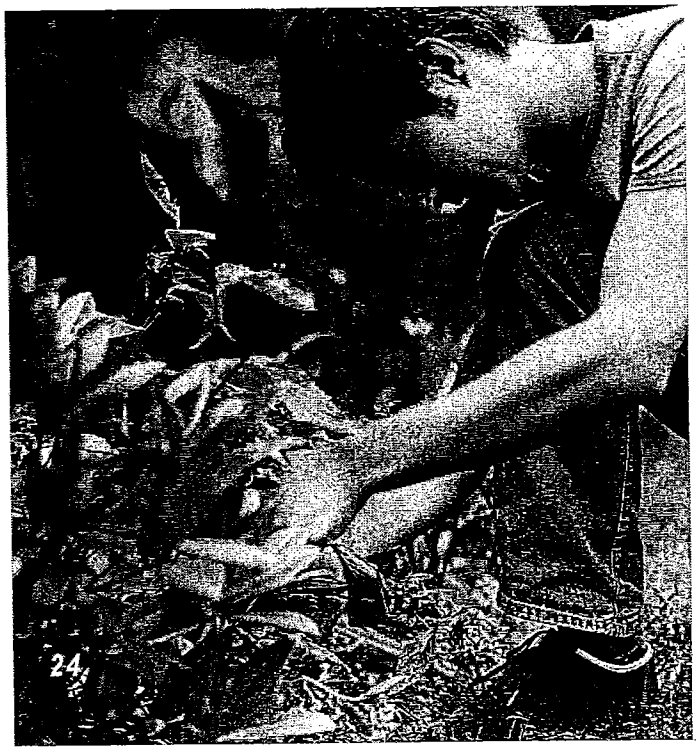
Holidays observations may vary by branch or location, so please refer to your branch or location postings for exact dates. In addition, please refer to the Employee Handbook for additional information.

VACATION



TruGreen LandCare provides paid time off during the year to eligible employees through the Vacation policy. Vacation days may be used for vacation, for when you are sick, to care for a family member, or for any other personal reason for which you need to take time off from work. You must receive approval in advance of taking vacation time. Please note that TruGreen LandCare does not provide paid sick days. You must be employed for six (6) months before you begin to accrue vacation and prior to taking any vacation days. Your accrual rate depends on your length of employment. Please refer to the Employee Handbook for additional information.

OTHER PAID LEAVE



TruGreen LandCare provides paid time off during the year to eligible employees through the funeral leave, jury and witness duty, and voting time off policies. Please refer to the Employee Handbook for additional information.



401(K) RETIREMENT PLAN

TruGreen LandCare provides a 401(k) Retirement Plan administer through Prudential. All employees age 18 or older are eligible to participate in the 401(k) Retirement Plan after the completion of 90 days of employment.

401(K) PLAN FEATURES

Automatic Enrollment

As a new hire, you will be automatically enrolled in the 401(k) Plan at a deferral rate of 3% of your eligible pay, unless you decline participation prior to your eligibility date, which is the first of the month following your first 90 days of employment. This deferral amount will be deducted from your paycheck each pay period and invested in an age appropriate GoalMaker® portfolio. GoalMaker is an optional asset allocation program available at no additional cost. As part of your enrollment, you will also be enrolled in the Contribution Acceleration feature that automatically increases your contribution amount by one percent each year. If you are a rehire who was previously participating in the 401(k) Plan, your automatic enrollment deferral rate may be a different percentage and will start shortly after your rehire date.

Enrollment Deadlines and Deferral Changes

As a new hire, if you wish to opt out, you must decline enrollment prior to the first of the month following your first 90 days of employment. Otherwise, you will be automatically enrolled in the 401(k) Plan. You can typically contact Prudential as early as within the first two (2) weeks of your hire date. If you are a rehire who was previously eligible to participate, you will be automatically enrolled shortly after your rehire date. If you wish to cancel your automatic enrollment, you must contact Prudential as soon as you are rehired. If you wish to have money deducted from your paycheck, no action is required. You can, however, contact Prudential to select your investments funds, elect a deferral rate, and identify beneficiaries.

If at any time you wish to change your deferral or decline enrollment, you may contact Prudential directly on their toll free number at 1-877-778-2100. Representatives are available to assist you weekdays from 8 a.m. to 9 p.m., ET. You may also contact Prudential through the participant website at www.prudential.com/online/retirement.

401(K) PLAN HIGHLIGHTS

The chart below highlights a few of the 401(k) Plan features. Please refer to the Summary Plan Description for additional information.

401(k) Plan Plan Number 767561	
Eligibility	All employees age 18 or older are eligible to participate in the 401(k) Retirement Plan after the completion of 90 days of employment.
Automatic Enrollment	You are automatically enrolled in the 401(k) Plan at a 3% contribution rate on the first of the month after completing 90 days of employment. To opt out/decline enrollment, you need to contact Prudential.
Contribution Acceleration	The plan provides annual automatic contribution rate increases from 3% to a maximum of 10%. Automatic increases will occur annually in 1% increments up to the maximum of 10% unless you opt out of this Contribution Acceleration feature.
Contribution Limits	You can contribute from 1% up to 75% of your eligible earnings, in 1% increments, up to the IRS annual limit.
TruGreen LandCare Matching Contributions	TruGreen LandCare will make a safe harbor matching contribution for each contribution you make to the plan. You will receive a dollar-for-dollar match on the first 1% you contribute, and a 50¢-per-dollar match on the next 2% to 6% you contribute.
Vesting	You are always 100% vested in your contributions to the plan. You are fully vested in the TruGreen LandCare matching safe harbor contributions after two (2) years of service.
Advantages of Participation	Pre-tax deductions– Your contributions are deducted before taxes are taken out, which reduces your current taxable income.
	Possible tax-deferred growth– Earnings on your account are tax-free until you withdraw your money.
	Variety of investment options– You can select GoalMaker (a pre-mixed retirement fund based on the year in which you turn age 65) or create your own portfolio from the plan's investment offerings.
Distributions	You may not withdraw 401(k) dollars unless your employment with TruGreen LandCare is terminated. If you terminate, contact Prudential at (877) 778-2100 or www.prudential.com/online/retirement to discuss your distribution options.
Beneficiaries	You must designate a beneficiary(ies) for your 401(k) Retirement Plan account. You can do this by going to www.prudential.com/online/retirement or by calling Prudential at (877) 778-2100.

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401(K) PLAN ACCOUNT MANAGEMENT

The most efficient way to access and manage your account is by using the Prudential participant website at www.prudential.com/online/retirement. Once you register for your account, below are some of the features you may have access to use:

- Change your deferral amount
- Select new investments
- Add a beneficiary(ies)
- Add or cancel your deferral
- Opt out of Contribution Accelerator feature
- Access your quarterly statement

You may also utilize the Retirement Income Calculator on Prudential's website, as well as the Retirement Planning Section to review various articles.

ADDITIONAL INFORMATION

Prudential will mail you a Retirement Workbook within your first 90 days of employment to the address you provided to TruGreen LandCare. Please review this Retirement Workbook carefully.

In addition, please review the TruGreen LandCare LLC 401(k) Plan required Notices for additional information about the Plan. Please refer to the Summary Plan Description for additional information.

TERMINATION OF EMPLOYMENT

When you leave the company due to layoff, termination, or retirement, your contributions will end in your last paycheck that includes eligible earnings. Below are the rollover/distribution options if you are a participant at the time you leave the company.

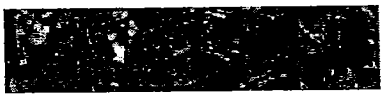
Distribution Options

Approximately 30 days after you leave employment with TruGreen LandCare, Prudential will mail you a distribution package to your address on file. This will provide you with information about your various account distribution options and the applicable tax implications. At the time you leave the company, you may instruct Prudential to rollover your vested account balance to another qualified employer retirement plan or individual retirement account (IRA) or you may initiate a taxable distribution payable to you.

If your vested account balance in the 401(k) plan is less than $5,000 the account balance will be distributed automatically from the plan. Automatic distributions occur on a quarterly basis. Approximately 30 days before the scheduled automatic distribution date, Prudential will send a letter to you notifying you of the upcoming required distribution. If no response is received by the expiration of the response period and your account balance is between $1,000 and $5,000, the account will automatically be rolled over to a new IRA established at Prudential and placed in a money market type investment. If no response is received by the expiration of the response period and your account balance is less than $1,000, the account will be paid as a taxable distribution directly to you via check. If your vested account balance in the 401(k) plan is $5,000 or greater, you may keep your balance in the plan until such time as you must start receiving required minimum distributions from your account (currently age 70 ½ under IRS rules). For all rollovers and account distributions, Prudential will send you a Form 1099-R in January of the year following the distribution. The Form 1099-R should be used to complete required tax return filings. For more information about 401(k) plan distribution options, you may contact the Prudential at 877-778-2100.

Loans

At the time you leave the company, you have the option to repay an outstanding 401(k) loan balance, if applicable, in full by the last day of the quarter following the quarter during which your date of termination occurred. If you do not repay the outstanding loan balance in full, the amount will be deemed a distribution to you and will be considered a taxable event during the year it is processed. You will subsequently be required to report the loan as income and pay appropriate taxes as necessary. Prudential will send you a Form 1099-R in January of the year following the deemed distribution. The Form 1099-R should be used to complete required tax filings. For more information about repaying an outstanding loan balance in full, you may contact the Prudential at 877-778-2100.



EMPLOYEE ASSISTANCE PROGRAM



TruGreen LandCare provides an Employee Assistance Program (EAP) called the EmployeeConnect program provided through Lincoln Financial Group at no cost to you. All employees and their immediate family members are eligible for the EAP. You can turn to the EAP for anything that affects your job or personal life, including:

- Job or work stress
- Alcohol or drug dependencies
- Marital problems
- Self-esteem
- Family or parenting issues
- Financial and legal issues
- Burnout
- Anger management
- Grief, anxiety or depression
- Childcare, eldercare, and adoption

The confidential EAP is available 24 hours a day, 365 days a year from any location by calling (877) 757-7587. You may also access the EAP website at www.eapadvantage.com (password=connect).

LIFEKEYS



TruGreen LandCare provides a service called LifeKeys Services provided through Lincoln Financial Group at no cost to you. All employees are eligible to utilize these services. LifeKeys can assist you with will preparation, online Guidance Resources on topics, such as laws and regulations, or money and investments, and Identity Theft protection. To access LifeKeys service, you may call (855) 891-3684 or visit www.Lincoln4Benefits.com (Web ID = LifeKeys).

TRAVELCONNECT



TruGreen LandCare provides a program called TravelConnect provided through Lincoln Financial Group at no cost to you. All employees are eligible to utilize this program. The TravelConnect program focuses on travel, medical, and safety-related services you may need while traveling, such as weather forecasts or medical evacuation. Travel assistance services are subject to specific terms, conditions, and limitations. To access TravelConnect services, go to www.Lincoln4Benefits.com or call (800) 527-0218 (ID number = 322541).

WORKERS' COMPENSATION INSURANCE PROGRAM



TruGreen LandCare provides a comprehensive workers' compensation insurance program at no cost to all employees through Zurich. Workers' compensation is an insurance program that is provided in accordance with state laws; therefore, some aspects of coverage may vary from state to state. TruGreen LandCare will comply with applicable state laws regarding workers' compensation leaves of absence where those laws exceed the provisions of this policy. This program covers injuries and illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if you are hospitalized, immediately.

Depending on your state, your workers' compensation benefits may be provided to you directly through the workers' compensation carrier or through a state workers' compensation insurance board. Benefits may include payments for lost time income and eligible medical expenses. TruGreen LandCare will grant eligible employees unpaid workers' compensation leaves of absence due to a work-related injury or illness. A leave is required if an absence will exceed five (5) consecutively scheduled working days. Absences due to workers' compensation leave will be designated as leave under the Family and Medical Leave Act (FMLA) to the extent permissible by law. Please refer to the Employee Handbook for additional information.

COBRA (AND OTHER BENEFITS AFTER YOU TERMINATE EMPLOYMENT)

MEDICAL, DENTAL, VISION, AND HEALTH CARE SPENDING ACCOUNT COVERAGE

COBRA coverage is a temporary continuation of health care coverage when it otherwise would end because of a life event known as a qualifying event, such as termination of employment.

If your employment ends, or you or your dependents lose eligibility under the plan, your coverage will end on your termination date, or date of loss of eligibility. You or your dependent will be given the option to elect COBRA to continue your elected medical, dental, vision, and Health Care Flexible Spending Account benefits. Once a COBRA event occurs, Discovery Benefits, our COBRA Administrator, will mail you a COBRA continuation notice and a COBRA election notice within 14 days after receiving notice of your termination from service. You will also be sent a Certification of Group Health Plan Coverage (HIPAA Certificate). This information will be sent to the last address that you provided to TruGreen LandCare. You may call Discovery Benefits at (866) 451-3399 for questions or to make elections.

Please note that if you have remaining funds in your Health Care FSA, by electing COBRA you will be able to continue using your funds as well as continue contributing on an after-tax basis your monthly elected amount through the end of the plan year. If you do not elect COBRA and do not elect to continue your Health Care FSA, you will forfeit the remaining funds in your account.

The following rates represent the total monthly COBRA cost of each plan. Please note that when you enroll in COBRA, your rates will be prorated for any partial month of COBRA coverage.

2014 MONTHLY COBRA PREMIUMS			
Coverage Level			
Medical	**Smart Saver Medical Plan**	**Choice PPO Medical Plan**	
You only	$281.46	$320.04	
You +1 dependent	$657.93	$803.36	
You +2 dependent	$657.93	$803.36	
You +3 or more dependents	$657.93	$803.36	
Dental	**Dental Base PPO**	**Dental Buy-Up PPO**	**DHMO**
You only	$47.94	$54.47	$20.53
You +1 dependent	$96.70	$109.83	$38.13
You +2 dependent	$138.40	$157.26	$51.73
You +3 or more dependents	$153.24	$174.38	$58.80
Vision	**Vision PPO Plan**		
You only	$5.49		
You +1 dependent	$10.98		
You +2 dependent	$13.72		
You +3 or more dependents	$15.10		

Please call Discovery Benefits at (866) 451-3399 with any questions.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

When you leave employment, you may be able to continue basic employee, voluntary employee life, dependent life, and/or AD&D insurance through portability or conversion to individual policies. To continue coverage, you (and your spouse, if applicable) must submit the Life Insurance Conversion Privilege or Life Insurance Election of Portability Coverage application to Lincoln within 31 days after your employment ends. You must call Lincoln at (800) 423-2765 for forms and information.

LEGAL SERVICES PLAN

When you leave the company, you may continue the legal services plan through direct enrollment with Hyatt Legal Plans. You must enroll within 30 days of the date your employment ends. You must call Hyatt Legal Plans at (800) 821-6400 for information.

OTHER BENEFITS

There is no continuation of coverage available for the Employee Assistance Program, dependent day care flexible spending account, short term disability, long term disability, or the business travel accident insurance.

IMPORTANT NOTICES

IMPORTANT NOTICE FROM TRUGREEN LANDCARE ABOUT YOUR PRESCRIPTION DRUG COVERAGE AND MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with TruGreen LandCare and about your options under Medicare's prescription drug coverage. This information can help you decide whether you want to join a Medicare drug plan. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

If neither you nor any of your covered dependents are eligible for or have Medicare, this notice does not apply to you or your dependents, as the case may be. However, you should still keep a copy of this notice in the event you or a dependent should qualify for coverage under Medicare in the future. Please note, however, that later notices might supersede this notice.

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. TruGreen LandCare has determined that the prescription drug coverage offered by the TruGreen LandCare Employee Health Care Plan ("Plan") is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is considered "creditable" prescription drug coverage. This is important for the reasons described below.

Because your existing coverage is, on average, at least as good as standard Medicare prescription drug coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to enroll in a Medicare drug plan, as long as you later enroll within specific time periods.

Enrolling in Medicare—General Rules

As some background, you can join a Medicare drug plan when you first become eligible for Medicare. If you qualify for Medicare due to age, you may enroll in a Medicare drug plan during a seven-month initial enrollment period. That period begins three months prior to your 65th birthday, includes the month you turn 65, and continues for the ensuing three months. If you qualify for Medicare due to disability or end-stage renal disease, your initial Medicare Part D enrollment period depends on the date your disability or treatment began. For more information you should contact Medicare at the telephone number or web address listed below.

Late Enrollment and the Late Enrollment Penalty

If you decide to wait to enroll in a Medicare drug plan you may enroll later, during Medicare Part D's annual enrollment period, which runs each year from October 15 through December 7. But as a general rule, if you delay your enrollment in Medicare Part D, after first becoming eligible to enroll, you may have to pay a higher premium (a penalty).

If after your initial Medicare Part D enrollment period you go **63 continuous days or longer without "creditable" prescription drug coverage** (that is, prescription drug coverage that's at least as good as Medicare's prescription drug coverage), your monthly Part D premium may go up by at least 1 percent of the premium you would have paid had you enrolled timely, for every month that you did not have creditable coverage.

For example, if after your Medicare Part D initial enrollment period you go 19 months without coverage, your premium may be at least 19 percent higher than the premium you otherwise would have paid. You may have to pay this higher premium for as long as you have Medicare prescription drug coverage. However, there are some important exceptions to the late enrollment penalty.

Special Enrollment Period Exceptions to the Late Enrollment Penalty

There are "special enrollment periods" that allow you to add Medicare Part D coverage months or even years after you first became eligible to do so, without a penalty. For example, if after your Medicare Part D initial enrollment period you lose or decide to leave employer-sponsored or union-sponsored health coverage that includes "creditable" prescription drug coverage, you will be eligible to join a Medicare drug plan at that time.

In addition, if you otherwise lose other creditable prescription drug coverage (such as under an individual policy) through no fault of your own, you will be able to join a Medicare drug plan, again without penalty. These special enrollment periods end two months after the month in which your other coverage ends.

Compare Coverage

You should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. See the Plan's summary plan description for a summary of the Plan's prescription drug coverage. If you don't have a copy, you can get one by contacting us at the telephone number or address listed below.

Coordinating Other Coverage With Medicare Part D

Generally speaking, if you decide to join a Medicare drug plan while covered under the TruGreen LandCare Plan due to your employment (or someone else's employment, such as a spouse or parent); your coverage under the TruGreen LandCare Plan will not be affected. For most persons covered under the Plan, the Plan will pay prescription drug benefits first, and Medicare will determine its payments second. For more information about this issue of what program pays first and what program pays second, see the Plan's summary plan description or contact Medicare at the telephone number or web address listed below.

If you do decide to join a Medicare drug plan and drop your TruGreen LandCare prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back. To regain coverage you would have to re-enroll in the Plan, pursuant to the Plan's eligibility and enrollment rules. You should review the Plan's summary plan description to determine if and when you are allowed to add coverage.

For More Information About This Notice or Your Current Prescription Drug Coverage

Contact the person listed below for further information, or call (866) 900-3062. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through TruGreen LandCare changes. You also may request a copy.

For More Information About Your Options Under Medicare Prescription Drug Coverage

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov.
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help,
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and whether or not you are required to pay a higher premium (a penalty).

Date:	November 2013
Name of Entity/Sender:	TruGreen LandCare, LLC
Contact—Position/Office:	Benefits Manager
Address:	9416 Doctor Perry Rd., Ijamsville, MD 21754
Phone Number:	(866) 900-3062

Nothing in this notice gives you or your dependents a right to coverage under the Plan. Your (or your dependents') right to coverage under the Plan is determined solely under the terms of the Plan.

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HIPAA PRIVACY REMINDER

The privacy rules under the Health Insurance Portability and Accountability Act (HIPAA) require TruGreen LandCare, LLC to periodically send a reminder to participants about the availability of the Plan's Privacy Notices and how to obtain that notice. The Privacy Notice explains participants' rights and the plan's legal duties with respect to protected health information (PHI) and how the plan may use and disclose PHI. You can obtain a copy of the Privacy Notice by contacting the TruGreen LandCare Benefits Service Center or logging into the Benefits Enrollment Portal. Please refer to the Summary Plan Description for additional information.

WOMEN'S HEALTH AND CANCER RIGHTS NOTICE

TruGreen LandCare Employee Health Care Plan is required by law to provide you with the following notice:

The Women's Health and Cancer Rights Act of 1998 ("WHCRA") provides certain protections for individuals receiving mastectomy-related benefits. Coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedemas.

The TruGreen LandCare Employee Health Care Plan provide(s) medical coverage for mastectomies and the related procedures listed above, subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information on WHCRA benefits, please refer to your Summary Plan Description, BCBST, or contact your Plan Administrator.

NOTICE OF RIGHT TO DESIGNATE PRIMARY CARE PROVIDER AND OF NO OBLIGATION FOR PRE-AUTHORIZATION FOR OB/GYN CARE

You do not need prior authorization from TruGreen LandCare Employee Health Care Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the BCBST at (800) 565-9140.

NOTICE OF SPECIAL ENROLLMENT RIGHTS

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to later enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage).

Loss of eligibility includes but is not limited to:

- Loss of eligibility for coverage as a result of ceasing to meet the plan's eligibility requirements (i.e., legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction in the number of hours of employment);
- Loss of HMO coverage because the person no longer resides or works in the HMO service area and no other coverage option is available through the HMO plan sponsor;
- Elimination of the coverage option a person was enrolled in, and another option is not offered in its place;
- Failing to return from an FMLA leave of absence; and
- Loss of coverage under Medicaid or the Children's Health Insurance Program (CHIP).

Unless the event giving rise to your special enrollment right is a loss of coverage under Medicaid or CHIP, you must request enrollment within 31 days after your or your dependent's(s') other coverage ends (or after the employer that sponsors that coverage stops contributing toward the coverage).

If the event giving rise to your special enrollment right is a loss of coverage under Medicaid or CHIP, you may request enrollment under this plan within **60 days** of the date you or your dependent(s) lose such coverage under Medicaid or CHIP. Similarly, if you or your dependent(s) become eligible for a state-granted premium subsidy toward this plan, you may request enrollment under this plan within **60 days** after the date Medicaid or CHIP determine that you or the dependent(s) qualify for the subsidy.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

To request special enrollment or obtain more information, contact: TruGreen LandCare Benefits Service Center number is (866) 900-3062.

HEALTH INSURANCE MARKETPLACE NOTICE

New Health Insurance Marketplace Coverage Options and Your Health Coverage

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.[1]

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact TruGreen LandCare Benefits Service Center at (866) 900-3062.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit www.HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

[1] An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name TruGreen LandCare, LLC	**4. Employer Identification Number (EIN)** 36-4313318	
5. Employer address 9416 Doctor Perry Rd	**6. Employer phone number** (301) 874-3300	
7. City Ijamsville	**8. State** MD	**9. ZIP code** 21754
10. Who can we contact about employee health coverage at this job? TruGreen LandCare Benefits Service Center		
11. Phone number (if different than above) (866) 900-3062	**12. Email address**	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
  - ☐ All employees.
  - ☒ Some employees. Eligible employees are:
    - ✧ Regular, Full-Time Employees (except Laborers and Seasonal Employees) scheduled to work 30 or more hours per week
- With respect to dependents:
  - ☒ We do offer coverage. Eligible dependents are:
    - ✧ Legal Spouses and dependent children to age 26. In CA only, eligible dependents include registered domestic partners and their dependent children to age 26.
  - ☐ We do not offer coverage.

☐ If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

**Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

MEDICAID

Medicaid is a federal and state-funded program that provides medical and health-related services to certain low-income individuals. If your income is at or below 133% of the federal poverty level, you may be eligible for Medicaid.

For additional information on Medicaid eligibility and enrollment, you should contact your State Medicaid office or visit www.healthcare.gov and search for Medicaid. See the chart below for contact information. You may also contact the TruGreen LandCare Benefits Service Center for additional information.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for these programs, but also have access to health insurance through their employer. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a state listed below, you can contact your state Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your state Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, you can ask the state if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must permit you to enroll in your employer plan if you are not already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance.** If you have questions about enrolling in your employer plan, you can contact the Department of Labor electronically at www.askebsa.dol.gov or by calling toll-free 1-866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2013. You should contact your state for further information on eligibility—

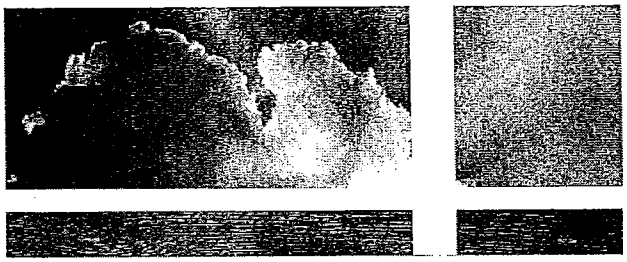
ALABAMA—Medicaid	**COLORADO—Medicaid**
Website: http://www.medicaid.alabama.gov Phone: 1-855-692-5447	Medicaid Website: http://www.colorado.gov/ Medicaid Phone (In state): 1-800-866-3513 Medicaid Phone (Out of state): 1-800-221-3943
ALASKA—Medicaid	
Website: http://health.hss.state.ak.us/dpa/programs/medicaid/ Phone (Outside of Anchorage): 1-888-318-8890 Phone (Anchorage): 907-269-6529	
ARIZONA—CHIP	**FLORIDA—Medicaid**
Website: http://www.azahcccs.gov/applicants Phone (Outside of Maricopa County): 1-877-764-5437 Phone (Maricopa County): 602-417-5437	Website: https://www.flmedicaidtplrecovery.com/ Phone: 1-877-357-3268
	GEORGIA—Medicaid
	Website: http://dch.georgia.gov/ Click on Programs, then Medicaid, then Health Insurance Premium Payment (HIPP) Phone: 1-800-869-1150
IDAHO—Medicaid and CHIP	**MONTANA—Medicaid**
Medicaid Website: www.accesstohealthinsurance.idaho.gov Medicaid Phone: 1-800-926-2588 CHIP Website: www.medicaid.idaho.gov CHIP Phone: 1-800-926-2588	Website: http://medicaidprovider.hhs.mt.gov/clientpages/clientindex.shtml Phone: 1-800-694-3084
INDIANA—Medicaid	**NEBRASKA—Medicaid**
Website: http://www.in.gov/fssa Phone: 1-800-889-9949	Website: www.ACCESSNebraska.ne.gov Phone: 1-800-383-4278
IOWA—Medicaid	**NEVADA—Medicaid**
Website: www.dhs.state.ia.us/hipp/ Phone: 1-888-346-9562	Medicaid Website: http://dwss.nv.gov/ Medicaid Phone: 1-800-992-0900
KANSAS—Medicaid	
Website: http://www.kdheks.gov/hcf/ Phone: 1-800-792-4884	

KENTUCKY—Medicaid	NEW HAMPSHIRE—Medicaid
Website: http://chfs.ky.gov/dms/default.htm Phone: 1-800-635-2570	Website: http://www.dhhs.nh.gov/oii/documents/hippapp.pdf Phone: 603-271-5218
LOUISIANA—Medicaid	**NEW JERSEY—Medicaid and CHIP**
Website: http://www.lahipp.dhh.louisiana.gov Phone: 1-888-695-2447	Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
MAINE—Medicaid	
Website: http://www.maine.gov/dhhs/ofi/public-assistance/index.html Phone: 1-800-977-6740 TTY: 1-800-977-6741	
MASSACHUSETTS—Medicaid and CHIP	**NEW YORK—Medicaid**
Website: http://www.mass.gov/MassHealth Phone: 1-800-462-1120	Website: http://www.nyhealth.gov/health_care/medicaid/ Phone: 1-800-541-2831
MINNESOTA—Medicaid	**NORTH CAROLINA—Medicaid**
Website: http://www.dhs.state.mn.us/ Click on Health Care, then Medical Assistance Phone: 1-800-657-3629	Website: http://www.ncdhhs.gov/dma Phone: 919-855-4100
MISSOURI—Medicaid	**NORTH DAKOTA—Medicaid**
Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm Phone: 573-751-2005	Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-800-755-2604
OKLAHOMA—Medicaid and CHIP	**UTAH—Medicaid and CHIP**
Website: http://www.insureoklahoma.org Phone: 1-888-365-3742	Website: http://health.utah.gov/upp Phone: 1-866-435-7414
OREGON—Medicaid and CHIP	**VERMONT—Medicaid**
Website:http://www.oregonhealthykids.gov http://www.hijossaludablesoregon.gov Phone: 1-800-699-9075	Website: http://www.greenmountaincare.org/ Phone: 1-800-250-8427
PENNSYLVANIA—Medicaid	**VIRGINIA—Medicaid and CHIP**
Website: http://www.dpw.state.pa.us/hipp Phone: 1-800-692-7462	Medicaid Website: http://www.dmas.virginia.gov/rcp-HIPP.htm Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.famis.org/ CHIP Phone: 1-866-873-2647
RHODE ISLAND—Medicaid	**WASHINGTON—Medicaid**
Website: www.ohhs.ri.gov Phone: 401-462-5300	Website: http://hrsa.dshs.wa.gov/premiumpymt/Apply.shtm Phone: 1-800-562-3022 ext. 15473
SOUTH CAROLINA—Medicaid	**WEST VIRGINIA—Medicaid**
Website: http://www.scdhhs.gov Phone: 1-888-549-0820	Website: www.dhhr.wv.gov/bms/ Phone: 1-877-598-5820, HMS Third Party Liability
SOUTH DAKOTA—Medicaid	**WISCONSIN—Medicaid**
Website: http://dss.sd.gov Phone: 1-888-828-0059	Website: http://www.badgercareplus.org/pubs/p-10095.htm Phone: 1-800-362-3002
TEXAS—Medicaid	**WYOMING—Medicaid**
Website: https://www.gethipptexas.com/ Phone: 1-800-440-0493	Website: http://health.wyo.gov/healthcarefin/equalitycare Phone: 307-777-7531

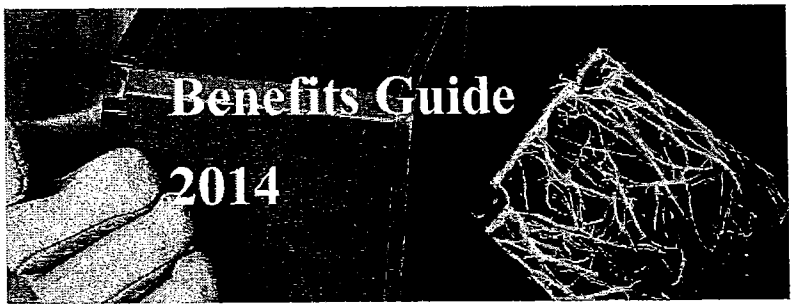
To see if any more states have added a premium assistance program since July 31, 2013, or for more information on special enrollment rights, you can contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

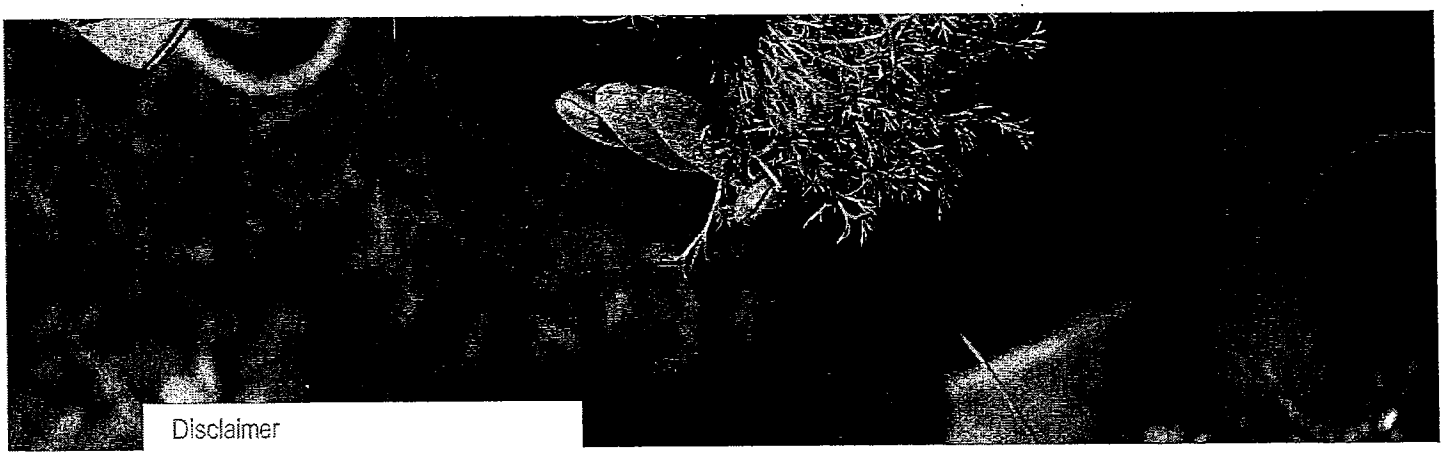






Benefits Guide

2014



Disclaimer

Please note: The benefit information in this bulletin is intended for informational use only. It does not contain all of the benefit provisions, limitations, and qualifications. If this information varies from the contract, the contract will prevail.

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TRUGREEN LandCare™

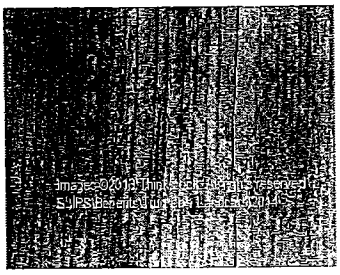
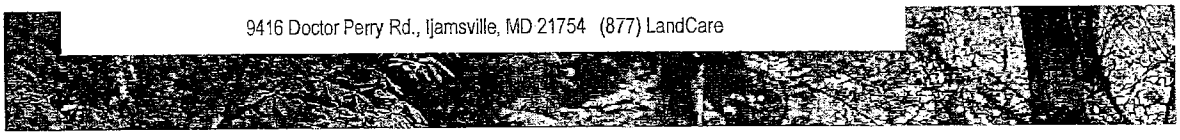


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9416 Doctor Perry Rd., Ijamsville, MD 21754 (877) LandCare

TruGreen LandCare Medical Plans Comparison 2014 and 2013

	2014				2013					
	Smart Saver Medical Plan		Choice PPO Medical Plan		HSA 3000		Value PPO		Premium PPO	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible										
Single	$3,000	$6,000	$5,000	$10,000	$3,000	$6,000	$2,500	$7,500	$1,200	$3,600
Family	$9,000	$18,000	$10,000	$20,000	$9,000	$18,000	$5,000	$15,000	$2,400	$7,200
Coinsurance After Deductible										
Plan Pays	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible
You Pay	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible	30% after deductible	50% after deductible
Annual Out-of-Pocket Maximum										
Single	$6,000	$12,000	$6,350	$11,500	$6,000	$12,000	$6,350	$11,500	$6,350	$11,500
Family	$12,700	$27,000	$11,500	$23,000	$18,000	$27,000	$11,500	$18,500	$11,500	$18,500
Preventive Care	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible	100% no deductible	50% no deductible
Physician Office Visit	70% after deductible	50% after deductible	100% after $30 copay	50% after deductible	70% after deductible	50% after deductible	100% after $30 copay	50% after deductible	100% after $30 copay	50% after deductible
Specialist Office Visit	70% after deductible	50% after deductible	100% after $40 copay	50% after deductible	70% after deductible	50% after deductible	100% after $40 copay	50% after deductible	100% after $40 copay	50% after deductible
Emergency Services	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible	70% after deductible
Inpatient/Outpatient	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible	70% after deductible	50% after deductible
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Prescription Drugs	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible										
Single	applied to annual medical deductible		$50		applied to annual medical deductible		$50		$50	
Family			$100				$100		$100	
Retail (30 day supply)										
Generic	70% after deductible	50% after deductible	100% after $8 copay	50% after deductible	70% after deductible	50% after deductible	100% after $8 copay	Not Covered	100% after $8 copay	100% after $8 copay
Formulary	70% after deductible	50% after deductible	75% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx	75% after deductible up to $100 per Rx
Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $100 per Preferred Brand or $200 for Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx	65% after deductible up to $100 per Rx
Mail Order (90 day supply)										
Generic	70% after deductible	50% after deductible	100% after $21 copay	50% after deductible	70% after deductible	50% after deductible	100% after $21 copay	100% after $21 copay	100% after $21 copay	100% after $21 copay
Formulary	70% after deductible	50% after deductible	75% after deductible up to $200 per Preferred Brand or $400 per Non Preferred Brand Rx	50% after deductible	70% after deductible	50% after deductible	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx	75% after deductible up to $200 per Rx
Non-Formulary	70% after deductible	50% after deductible	65% after deductible up to $200 per Rx	50% after deductible	70% after deductible	50% after deductible	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx	65% after deductible up to $200 per Rx
Employee Premiums (paid on a pre-tax basis)										
Weekly										
You only	$17.76		$29.43		$16.60		$25.98		$42.61	
You +1 dependent	$27.64		$50.03		$25.86		$44.38		$89.18	
You +2 dependent	$31.66		$60.60		$29.61		$56.28		$100.33	
You +3 or more dependents	$36.67		$69.57		$34.31		$65.22		$111.48	
Semi-Monthly										
You only	$38.48		$63.76		$35.28		$55.22		$90.56	
You +1 dependent	$59.88		$108.39		$54.94		$94.30		$189.51	
You +2 dependent	$68.60		$131.31		$62.92		$119.60		$213.20	
You +3 or more dependents	$79.45		$150.74		$72.91		$138.59		$236.89	

Updated October 2013

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FORM LW-8.3

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2013-PA014) FOR EAST LOS ANGELES MEDIANS

PROPOSER: TruGreen

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY SUN	MON	TUE	WED	THU	FRI	SAT	HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
Jesus Reyes/Laborer		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
Diego Ramos/Laborer,Driver		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
Alfonso Echeverria/Supervisor		8	8	8	8	8		40	$2,080.00	11.84	$ 24,627.20
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -
								0	$0.00		$ -

Comments/Notes:		
	Total Annual Salaries	$ 73,881.60
	(1) Vacations, Sick Leave, Holiday	$ 12,000.00
	(2) Health Insurance ***	$ 25,000.00
	(3) Payroll Taxes & Workers' Compensation	$ 10,000.00
	(4) Welfare and Pension	$
	Total Annual Employee Benefits (1+2+3+4)	$ 47,000.00
	(5) Equipment Costs	$ 25,000.00
	(6) Service and Supply Costs	$ 80,000.00
	(7) General and Administrative Costs	$ 6,896.70
	(8) Profit	$ 20,000.00
	Total Annual Other Costs (5+6+7+8)	$ 131,896.70
	TOTAL ANNUAL PRICE	$ 252,778.30

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Living wage rate shall be at least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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The above information was compiled from 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 requirements of the proposal.

Joe Estinoza
Name of Proposer

Signature

1/8/14
Date

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED 1.1. How does the Proposer track employee hours actually worked? 1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? 1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location? 300	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	SEE ATTACHED
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY) 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used? 4.2. Who prepares and who checks the source document? 4.3. Does the employee sign it? 4.4. Who approves the source document, and what do they compare it with prior to approving it?	SEE ATTACHED
5. BREAKS 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)? 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred? 5.3. If so, who prepares, reviews, and approves such documentation?	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid. 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made? 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)? 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	SEE ATTACHED

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	SEE ATTACHED
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	SEE ATTACHED

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QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	SEE ATTACHED
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	SEE ATTACHED

DATED: 01-09-14 PROPOSER'S SIGNATURE: _____

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FORM LW-9
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

1. Tracking Hours Worked

1.1 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.

1.2 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.

1.3 Central Site

2. Reporting Time

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.

3. Records of Actual Time Worked

3.1 Daily time card, weekly time card, and route sheet.
3.2 Daily time card, weekly time card, route sheets and certified payroll.
3.3 Records are kept daily.
3.4 Office Staff
3.5 Area Supervisor, Area Manager, Branch Manager, Office Manager and Payroll Clerk. We are checking that hours are allocated correct to jobs and that hours reported are actual hours.
3.6 These records are kept in files for at least 10 years.
3.7 Yes, they are used as a source document to create Proposer's payroll.
3.8 See attached.

4. Other Records Used to Create Payroll

4.1 Source documents are used to create payroll records.
4.2 Payroll clerk, Office Manager and Branch Manager
4.3 Yes
4.4 The source document is first approved by the Area Supervisor, Area Manger, and Branch Manager. The source document is compared to the route sheet.

5. Breaks

5.1 Breaks are taken and monitored by the Area Supervisor and audited by the Area Manager.
5.2 Yes
5.3 Area Supervisor, Area Manager and Branch Manager.

6. How Payroll is Prepared

6.1 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.

6.2 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.

6.3 Single check is received by employee for straight time and overtime.

6.4 Hourly rate and all deductions.

6.5 See attached

7. Manual Payroll System

7.1 TruGreen LandCare does not use a manual payroll system.
7.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.

8. Automated Payroll System

8.1 Daily time cards are submitted to the payroll clerk, payroll clerk inputs hours into system. Payroll report is checked for accuracy by payroll clerk, Office Manger and Branch Manager.
8.2 The system is designed to track, and pay appropriately as required by living or prevailing wage requirements.
8.3 The calculation is embedded into eh software program.

9. Travel Time

9.1 Travel time is paid at a regular rate.
9.2 The travel time is paid at the highest rate.
9.3 A. During the first part of the shift employee is paid at County Living Wage and travel time will be paid at highest rate, and the latter part of day will be paid at the appropriate rate.
B. Employee will be paid 8 hours at County Living Wage.

10. Overtime

10.1 The system is designed to track and pay overtime.
10.2 The system is designed to track and pay multiple wage rates

CO.	FILE	DEPT.	CLOCK	VCHR NO.	
T7U	881722	006354	0123	0000521714	1
			99881722		

028-0123

Earnings Statement

TRUGREEN LandCare

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Period Beginning: 12/15/2013
Period Ending: 12/21/2013
Pay Date: 12/27/2013

00000001846
JULIAN LOPEZ ARVIZU

Taxable Marital Status:
Exemptions/Allowances:
Federal: 2
CA: 2

Social Security Number:

Earnings	rate	hours	this period	year to date
Normal	11.8400	34.00	402.56	22,567.04
Dia Festivo				663.04
Licencia De Lut				189.44
Vacaciones				94.72
Gross Pay			$402.56	23,514.24

Deductions	Statutory		
Federal Income Tax		-9.29	754.28
Social Security Tax		-24.96	1,457.88
Medicare Tax		-5.84	340.96
CA SUI/SDI Tax		-4.02	235.14
Other			
Cheques 1		-357.64	20,684.67
Vol Ad&D		-0.81	41.31
Net Pay		$0.00	

Your federal taxable wages this period are $402.56

COPY

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VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

TRUGREEN LandCare

TRUGREEN LANDCARE LLC
9416 DOCTOR PERRY ROAD
IJAMSVILLE, MD 21754

Advice number: 00000521714
Pay date: 12/27/2013

Deposited to the account of	account number	transit ABA	amount
JULIAN LOPEZ ARVIZU		xxxx xxxx	$357.64

VOID VOID VOID

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12 16-13

Monday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:30	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

Job Name Nombre de Trabajo	Job Number # Trabajo	Work Order Number	Start Time	Stop Time	Hours to be charged to this activity BM	Ir	Color	Enh	Snow	Arbor	Other	Total Hours
#REF!			6:00	1:30	7							7
MD-3 West												2.1

Total Hours to be Keyed: 9.1

Area Manager Signature: X

Paycodes - Paid (Non productive 905) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 913) (Admin 918)

Paycodes - NonPaid (No Show np 900)(Excused 901) (Vacation np 907) (Funeral np 908) (Sick np 909) (Jury Duty np 910) (Holiday np 911) (Rain Day np 925)

310

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-17-13

Tuesday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												21

Total Hours to be Keyed: 21

Area Manager Signature: X

Paycodes - Paid (Non productive 905) (Vacation 907) (Funeral Leave 908) (Holiday 911) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-18-12 **Wednesday**

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	Marcos A. Xitumul
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	Luis Casillas

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
MD-3 West	0001		6:00	1:30	7							7
												21

Area Manager Signature | X

Total Hours to be Keyed: 21

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)

Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

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TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-12-13

Thursday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												7.1

Total Hours to be Keyed: 7.1

Area Manager Signature: X

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admin 819)
Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

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TRUGREEN LANDCARE

6354 - Kim Gorman

DATE: 12-20-13

Friday

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch Start	Lunch Stop	Total Hrs Worked	Employee Signature
991528	Julian Lopez Arvizu	6:00	1:30	7.5	11:00	11:30	7	Julian Lopez
360659	Marcos A. Xitumul	6:00	1:30	7.5	11:00	11:30	7	
450197	Luis Casillas	6:00	1:30	7.5	11:00	11:30	7	

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
MD-3 West	0001		6:00	1:30	7							7
												7.5

Total Hours to be Keyed: 7.5

Area Manager Signature: X

Paycodes - Paid (Non productive 805) (Vacation 807) (Funeral Leave 808) (Holiday 811) (Shop 813) (Admit 819)
Paycodes - NonPaid (No Show.np 900)(Excused 901) (Vacation.np 907) (Funeral.np 908) (Sick.np 909) (Jury Duty.np 910) (Holiday.np 911) (RainDay.np 925)

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SECTION 14

SUBCONTRACTORS' FORMS LIST

TruGreen LandCare will not utilize any Subcontractors on any part of this contract

SECTION 15

Request for Proposals – PART 1

15. Living Wage Ordinance – Application for Exemption

Forms LW-2, LW-3, LW-4, LW-5, LW-7, LW-8, LW-9 are all included in Section 13 (Part 1)

SECTION 16

Request for Proposals – PART 1

16. Additional Information

TRUGREEN LandCare[sm]

DESIGNATION OF REPRESENTATIVE

I, Letha W. Sanders, Vice President & Secretary of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct Joe Espinoza, Branch Manager, TruGreen LandCare, 4134 Temple City Blvd., Rosemead, California 91770 to represent the Company to execute any and all bid documents, related contracts and documents to effectuate the terms of contracts entered into on behalf of the Company with the County of Los Angeles Department of Public Works to furnish Landscape and Grounds Maintenance Services pursuant to that certain Request for Proposals No. 2013-PA014.

This Designation of Representative expires at midnight, December 30, 2014.

TRUGREEN LANDCARE, a California general Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: Letha W. Sanders
Letha W. Sanders
Vice President & Secretary

Dated: December 30, 2013



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ENCLOSURE B

Bid Detail Information

Bid Number : PW-ASD904
Bid Title : Landscape and Grounds Maintenance Services (2013-PA014)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 12/3/2013
Closing Date : 1/2/2014 5:30 PM
Bid Amount : $ 993,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape and Grounds Maintenance Services (2013 PA014). These contracts have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of these services is estimated to be $200,000 for San Gabriel Valley medians; $493,000 for Road Maintenance District 3 medians; and $300,000 for East Los Angeles medians. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Mr. Eric Fong at (626) 458 4077, erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/asd/contracts.

Each area will be awarded and evaluated independently. Proposers may submit a proposal for one or more locations. The proposal must specify the area(s) it's submitted for.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following requirement(s) at the time of proposal submission:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. Subcontracting is not allowed to meet this requirement.

2. Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. Subcontracting is not allowed to meet this requirement.

3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. Subcontracting is not allowed to meet this requirement.

4. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.

5. Proposer and/or its subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

6. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active State of California Qualified Applicator license.

A Proposers' Conference will be held on Tuesday, December 17, 2013, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Thursday, January 2, 2014, at 5:30 p.m. Please direct your questions to Mr. Fong at the number listed on the previous page.

Contact Name : Eric Fong
Contact Phone# : (626) 458-4077
Contact Email : erfong@dpw.lacounty.gov
Last Changed On : 12/3/2013 7:37:54 AM

Back to Last Window