Contractor agrees to furnish all equipment, materials, supplies, services and labor in accordance with all applicable labor, building and Building Plans and Specifications and to complete the following work:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAINTENANCE</td>
<td>2 Mo.</td>
<td>6720.00/Mo.</td>
<td>13,440</td>
</tr>
</tbody>
</table>

Proposal for weekly landscape maintenance services.

I. GENERAL

The Contractor shall adhere to the following specifications and by personal examination of the location, make their own estimates of the quantities involved for the proposed work.

II. SCOPE OF WORK

A. GROUND COVER

1. Weeds shall be controlled in ground cover beds. Herbicides will be used in a pre and post-emergent weed control program to maintain areas in a weed-free condition as much as possible.

2. The Contractor shall notify residents at least 24 hours in advance of herbicide application where herbicide toxicity requires such notification. The notice shall specify any precautions that should be taken by homeowners.

3. Ground cover plants shall be kept within designated areas. Ground cover plants shall be prevented from invading shrubs or climbing trees. Edging will include maintaining “wells” around each shrub and tree.

4. A minimum of two pounds of nitrogen per thousand square feet per year shall be applied to plants showing nutritional deficiencies or, where additional growth is desired, applied in two applications per year. The cost of fertilizer will be included in the contractor’s regular monthly fee.

B. TREES AND SHRUBS

1. Pruning shall promote structural strength and accentuate the plants’ natural forms and features within limitations of space. The Contractor will be responsible for normal pruning of...
each tree for any limbs or growth within 15 feet in height from the ground level. For trees over 15 feet in height, we outsource to a professional tree care company at the expense of the client.

2. Tree stakes and ties shall be adjusted to prevent girdling and chafing, and shall be removed as soon as possible.

3. Plant material shall be fertilized when there are signs of nutritional deficiencies or desire for additional growth. The cost of all fertilizer will be included in the Contractor's regular monthly fee. Plants failing due to lack of care will be replaced by Contractor. Plants that have expired due to age will be replaced per the current extra work rate and fees.

C. IRRIGATION
   1. The Contractor will be responsible for the programming of the automatic irrigation control system. The Contractor will adjust the system to apply water according to plant requirements based on weather and soil conditions.
   2. The Contractor will check the irrigation monthly for coverage problems and adjust heads as necessary for best results. The Contractor will also fix any wear and tear problems or vandalism of system at our regular Irrigation Tech hourly rate.
   3. Proposal price is based on the assumption that the irrigation system is in proper working order during the take over period. Contractor will provide an irrigation report to the client with recommendations on the system. Any repairs on the system will be done at the Irrigation Tech rate listed below.
   4. For locations without irrigation systems, the Contractor will use a water truck to hand water plants in those areas.

D. DEBRIS CLEAN UP
   All landscaped areas will be inspected for trash and debris. All trash and debris will be picked up on the day the work is performed. Weed control in curbs, walks and gutters is included. All cuttings and debris generated during routine maintenance operations will be exported and disposed of off site.

III. EXCLUSIONS
   A. Additional plantings.
   B. Maintenance of trees and shrubs over 15’ in height.
   C. Repairs/replacements necessitated by vandalism, uncontrollable diseases/pests, Acts of God, or other means beyond Contractor's control.
   D. Soil tests and tissue test/consultants.
   E. Swimming pool and related equipment.
   F. Maintenance, service and/or repair of audio systems.
   G. Maintenance, service and/or repair of automatic gates.

PM: Michelle Klosky
IV. EXTRA WORK

All extra work will be done on a time and material basis at various hourly rates, depending on classification of work to be done. Incidental repairs to irrigation system in order to prevent plant stress/damage will be done as needed without approval up to $75.00 plus material per occurrence. The contractor will provide invoices itemizing time and material for all repairs charged as extra work.

V. CONTRACT TERMS AND CONDITIONS

A. PAYMENT

Payment due at the end of the month for which monthly services have been performed. The Contractor’s monthly invoice/statement will specify those dates during the month when fertilizer, herbicide and/or pesticide were applied.

B. CONTRACT PERIOD

It is understood by both parties that the contracting price is figured as an average cost over a period of 2 months. The acceptance of this contract is to abide by the terms of this contract for a period of 2 months from the start date.

The undersigned, in compliance with your invitation for bids of labor and material required for landscape maintenance for The Gears, 25th Street Greening, Angel Alley, IM Scott Sidewalk Gardens, Woods Yard, Benches Park and Garden, and Potrero Gateway Loop have examined the specifications, related bidding documents and the sites of the proposed work and hereby propose to furnish all labor, equipment, materials and supplies to perform the work in accordance with the specifications and contract documents at the prices stated below.

VI. RATES AND FEES

A. EXTRA WORK RATES

Extra work wage rates:
- Irrigation Tech - $65.00 per hour*
- Foreman - $55.00 per hour*
- Laborers - $45.00 per hour*

PM: Michelle Klosky
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<tr>
<td>Extra work examples: planting, irrigation upgrades, mulching, flower planting.</td>
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<tr>
<td>Emergency repair wage rates:</td>
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<td>*Time and a half after 4:30 p.m. and double time on Holidays and weekends with two hour minimum.</td>
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<td>Other Fees/Rates: To be quoted on individual basis</td>
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</table>

Company Name: Frank & Grossman  
Contractor's License: 454266  
DBA: Bay Area Landscaping  
Pest Control Operator's License: 20238-00000

This proposal may be accepted for 45 days from date signed by Contractor. Price subject to change if site conditions vary from when proposal was prepared.

B. MONTHLY MAINTENANCE FEE

Acceptance:
________ agrees to pay the price set forth upon these terms and conditions.

Service will begin on: _______

MONTHLY BILLING AMOUNT $ 6,720.00

TOTAL BID: $13,440

Signed: ___________________________________________  Signed: ___________________________________________
Dated: ___________________________  Dated: ___________________________
Title: ___________________________  Title: ___________________________

PM: Michelle Klosky