



CONTRACT

Project: McCarthy Ranch Landscape Maintenance Services

Bid No: RFP 1189

Amount of Contract: \$62,879.00

THIS CONTRACT, made this 30th day of August, 2010, by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas" and **Jensen Landscape Services Inc.**, hereinafter referred to as "Contractor",

WITNESSETH:

- A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and
- B. WHEREAS, the term of this agreement shall become effective upon the execution of the agreement by all parties; and
- C. WHEREAS, the agreement shall be for three (3) years with two (2) single year renewal options unless otherwise terminated; and
- D. WHEREAS, said Specifications include:

- Part A – Notice of Request For Proposals
- Part B – Detailed Specifications or Scope of Work
- Part C – Instructions To Proposer
- Part D – Terms and Conditions
- Part E - Special Provisions for Equipment & Material
- Part F – Special Provisions For Services
- Part G – Drawings
- Part H – Addenda
- Part I – Payment Bond
- Part J – Non-Collusion Affidavit
- Part K – Proposer's Statement Regarding Insurance Coverage
- Part L – Worker's Compensation Insurance Certificate
- Part M – Proposer's Nondiscriminatory Employment Certificate
- Part N – Contractor's Proposal
- Part O – Subcontractors List

E. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and the City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein

provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

City of Milpitas,
A Municipal Corporation

_____	_____
(Signature)	Contractor's Signature
_____	_____
Title	Title

Business Tax Compliance: Certificate No. _____

Approved As
To Content: _____
Signature of City Purchasing Agent

Approved As
To Form: _____
Signature of City Attorney

Approved As
To Insurance: _____
Signature of City Risk Manager

ATTEST:

By _____
Signature of City Clerk



City of Milpitas
NOTICE
REQUEST FOR PROPOSALS
RFP 1189

For

McCarthy Ranch Landscape Maintenance Services

Notice is hereby given that sealed proposals will be received at the Purchasing Office, until July 23, 2010 at 2:00 PM local time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

McCarthy Ranch Landscape Maintenance Services

in accordance with the City of Milpitas plans, specifications and contract documents.

SUBMITTING THE BID: (a) *The City of Milpitas prefers that bids be submitted electronically.* Electronic bids may be submitted through a secure mailbox at Public Purchase (www.publicpurchase.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches Public Purchase before the closing date and time. There is no cost to the supplier to submit City of Milpitas bids electronically via Public Purchase. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files.

The receiving time at the Information Counter will be the governing time for acceptability of proposals. Proposals will not be accepted by telephone or facsimile machine. Proposals must bear original signatures and figures.

Specifications. Specifications may be examined and obtained at no charge at the Purchasing Office, or by calling 408-586-3162.

Pre-Bid Conference. A pre-proposal conference will be held at **10:00 AM on Thursday July 15th at North McCarthy Blvd. at South Ranch Dr., NE corner (See: map location).**

Contractors License. All Bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. The Successful Bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the contract is awarded. The class of license shall be **C27** or any other classification applicable to the work specified in the contract. Each bidder shall also have no less than **five (5) of years of experience** in the magnitude and character of the work bid.

Prevailing Wages. Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentices on public works contracts.

Payment Bond. Pursuant to Civil Code 3247, for work involving an expenditure of greater than \$25,000 the Successful Bidder will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract before commencement of work and conforming to the contract documents.

Substitution of Securities. The Contractor shall be permitted to substitute securities for any monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Section 22300.

Signature
Purchasing Agent

Published: Milpitas Post
7/9 & 7/16



Request for Proposal 1189
for
McCarthy Ranch Assessment District 95-1
Landscape Maintenance Services

CITY OF MILPITAS
Purchasing Division
455 E. Calaveras Blvd
Milpitas, CA 95035-5479
Phone (408) 586-3162
Fax (408) 586-3170

Date of Issuance: 7/2/10
Bid Deadline: 7/23/10

TABLE OF CONTENTS

SCOPE OF WORK	5
PERFORMANCE MEASURES	13
PROPOSAL CONTENT AND OTHER REQUIREMENTS	13
INSTRUCTIONS TO PROPOSER	15
EVALUATION CRITERIA	16
TERMS AND CONDITIONS	26
SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT	28
SPECIAL PROVISIONS FOR SERVICES	30
PROPOSAL DOCUMENTS TO BE RETURNED	33
PROPOSAL	34
PAYMENT BOND	45

Exhibit A
Exhibit B

"INSURANCE REQUIREMENTS"
"McCARTHY RANCH VACINITY MAP"

SCOPE OF WORK

McCarthy Ranch Assessment District 95-1 Landscape Maintenance Services.

GENERAL DESCRIPTION

The McCarthy Ranch development is located within the CITY OF MILPITAS and bounded on the east by Interstate 880, on the west by Coyote Creek, on the south by State Route 237, and on the north by Dixon Landing Road.

The North McCarthy Boulevard and Ranch Drive streetscape landscaping includes annuals, ornamental grasses, turfgrass, groundcover, shrubs and trees and covers an area of approximately 17 acres.

LANDSCAPE MAINTENANCE SPECIFICATIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes landscape maintenance for a period of one full year (365 days).

1.2 SUBMITTALS

A. Initial Report Submittals

1. The CONTRACTOR shall submit within 30 days from the beginning of the contract a PLANT MATERIAL INITIAL REPORT that identifies missing or dead plant material, and notes the general health of the plant material and any potential problems.
2. The CONTRACTOR shall conduct an irrigation go through within 30 days from the beginning of the contract, and shall submit an IRRIGATION SYSTEM INITIAL REPORT that documents all irrigation controllers, stations, type of plant material watered, type of irrigation heads, and identifies any system deficiencies, etc.
3. The CONTRACTOR shall submit an IRRIGATION SCHEDULE for all controllers and stations within the irrigation system for the project area within 30 days from the beginning of the contract.
4. CONTRACTOR shall submit within 30 days from the beginning of the contract, a schedule for ANNUAL PRE-EMERGENT USE.

B. Quality Control Submittals

1. The CONTRACTOR shall submit all current and renewal licenses, permits and insurance documents required by the CITY OF MILPITAS, the State of California or the Federal government pertaining to the scope of maintenance work.

2. At the beginning of each month, the CONTRACTOR shall submit a MONTHLY MAINTENANCE CHECKLIST identifying the scheduled work for the month.
3. At the end of each month, the CONTRACTOR shall submit the completed MONTHLY MAINTENANCE CHECKLIST documenting the work completed, the location of the work, and a record of all labor and materials used.
4. The CONTRACTOR shall submit a WEEKLY IRRIGATION SYSTEM REPORT that notes visual observations from site inspections, and responses to the central irrigation system alarm reports. A weekly meeting will be scheduled with the CITY and the CONTRACTOR to review the CONTRACTOR's report.
5. The CONTRACTOR shall submit a MONTHLY INVOICE for payment of work completed during the previous month, and attach backup documentation for all labor and materials used, and the location of all work, including but not limited to the
 - i. MONTHLY MAINTENANCE CHIECKLIST
 - ii. WEEKLY IRRIGATION SYSTEM REPORTS
 - iii. Delivery tickets and receipts for materials used
 - iv. Pesticide use reports
6. The CONTRACTOR shall provide a written pesticide use recommendation issued by a licensed agricultural pest control advisor and accompanying material safety data sheet for the application of all weed, pest and disease controls, display emergency information on all vehicles carrying pesticides, and label all containers as required by the California Department of Pesticide Regulation. The pesticide use recommendation shall contain but not be limited to the target pest, application rate, precautionary statements, and any restrictions and special conditions.

1.3 QUALITY ASSURANCE

A. Qualifications

1. The landscape CONTRACTOR shall have a full-time employee assigned to the job as supervisor for the duration of the contract. He/she must be English-speaking and shall have a minimum of four (4) years experience in landscape maintenance supervision, with experience or training in turf management, pest control, soils, fertilizers and plant and weed identification.
2. The CONTRACTOR's landscape maintenance labor force shall include an irrigation specialist who can correctly troubleshoot problems in the field and make appropriate repairs. The labor force shall be English-speaking and thoroughly trained and familiar with the work to be accomplished and shall perform each task in a competent, efficient manner acceptable to the CITY.

B. Requirements

1. The CONTRACTOR's supervisor shall directly supervise the work force on-site. The CONTRACTOR shall notify the CITY of any changes in the supervision or irrigation specialist positions.

2. The landscape maintenance CONTRACTOR's vehicles and labor force shall be visibly identified at all times and the CONTRACTOR's employees uniformly dressed in a manner satisfactory to the CITY.
3. The CONTRACTOR's on-site supervisor shall be reachable by cell phone during work hours and the CONTRACTOR shall provide contact information after work hours in case of an emergency.

1.4 WORK SCHEDULING

- A. The CONTRACTOR shall perform all maintenance during hours mutually agreed upon between CITY and CONTRACTOR.
- B. The CONTRACTOR's work force shall be present at the project site at least once a week and as often as necessary to perform specified maintenance in accordance with the approved maintenance schedule and response to the weekly irrigation system checks, and daily irrigation alarm reports.

PART 2 – PRODUCTS

2.1 MATERIALS

A. General

3. All materials and equipment, shall be provided by the CONTRACTOR, except for recycled water, as available from the CITY.

B. Fertilizers

1. Commercial fertilizer with 16-16-16 formulation or approved equal applied at the manufacturer's recommended rate for plant material, or follow soil sample analysis recommendations.
2. For turf areas, 25-4-8 slow release fertilizer with I.B.D.U. or approved equal at the rate of 10 pounds per 1,000 square foot.
3. Gypsum applied at the rate of 10 pounds per 1,000 square foot.

C. Herbicides, Insecticides, and Fungicides

1. Best quality materials in the original manufacturers' containers, properly labeled with guaranteed analysis.
2. Use non-staining materials.

D. Plant Materials

1. All container grown young plants shall be healthy, vigorous, well-rooted, and established in the container in which they are growing. They shall have tops of good quality and be in a healthy growing condition. A container grown young plant shall have a well-established root system reaching the sides of the container to maintain a firm ball.
2. All annuals and perennials shall be nursery-grown in 4-inch pots, well rooted, full, healthy plants just ready to bloom.

3. All seed for reseeding turf areas shall match existing turf mix.
4. All sod for re-sodding shall match existing turf areas.

2.2 EQUIPMENT

- A. Use only the proper tool for each job. Maintain all tools in sharp, properly-functioning condition.
- B. Take all measures to prevent introduction of insect or disease-laden materials onto the site by properly cleaning and sterilizing tools prior to usage.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protection
 1. The CONTRACTOR shall protect all new planting areas from damage of any kind until sufficiently established.
- B. Replacements
 1. CONTRACTOR shall be responsible to replace all plants damaged or injured by CONTRACTOR and set to proper grades in upright position.
 2. Replacement plants shall match size, condition and variety of plants replaced, and shall be healthy, vigorous stock, free of insects and disease.
 3. The CONTRACTOR shall remove and replace all bare, dead or unhealthy turf of any kind through sodding at no cost to the CITY. This shall include any turfgrass damaged due to gophers.
 4. Plant materials that die from lack of water shall be the CONTRACTORS responsibility to replace.

3.2 MULCH

- A. All planting areas shall be maintained with 2 inches of mulch to minimize water use and suppress weed growth.

3.3 WEED, DISEASE AND PEST CONTROL

- A. Landscape areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed if applying selective weed killers so as not to damage any desirable plants. If spraying is done, it shall be at times when there is no wind, or wind at 5 mph or less to avoid drift.
- B. The CONTRACTOR shall monitor all plant materials and ground covers for pests and diseases. Insects, pests and diseases shall be controlled by the use of approved pesticides and accompanied by a Pesticide Use Recommendation and Material Safety Data Sheet.

- C. The CONTRACTOR agrees to eradicate all gophers, moles, rodents and other related pests from all landscape areas covered within this project and restore the area to proper condition.

3.4 IRRIGATION SYSTEM MAINTENANCE

- A. The existing irrigation system at McCarthy Ranch Assessment District is a Rainmaster Evolution central control irrigation system. The CONTRACTOR must be familiar with the configuration of master valves and flow sensors, and controller programming, as well as the weekly observance of uniform coverage, the proper functioning of heads, and troubleshooting for high flow and low flow and no flow conditions. The CONTRACTOR shall be responsible for labor and materials to make all repairs from "the T" up ie. T, head, nozzles, risers, swings, etc). Excessive water use, dead and dying plant material, or excessive line breaks due to CONTRACTOR negligence will also be the responsibility of the CONTRACTOR.
- B. Maintenance of the existing system by the CONTRACTOR shall include, but not be limited to the following:
 - 1. Irrigation schedules, which shall be submitted for CITY approval in writing at the beginning of the contract, and for Summer, Fall, Winter and Spring climate adjustments.
 - 2. Weekly field inspection of the irrigation system by an irrigation specialist including observance of uniform coverage from the heads, dry spots, blowouts, runoff, etc.
 - 3. Field inspection by an irrigation specialist of the specific central irrigation system alarm reports.
 - 4. The repair of piping, risers, heads and the drip emitters in response to field observation and central irrigation alarm reports.
 - 5. A CONTRACTOR representative shall meet with CITY staff on a weekly basis to review the WEEKLY IRRIGATION SYSTEM REPORT, which will include repairs made to piping, heads and nozzles, or repair approvals required for line breaks, valve replacements, and CONTRACTOR response to daily central system alarm reports.
 - 6. All repair needs or irrigation scheduling needs discovered in the field shall be reported to the CITY on a weekly basis.
 - 7. At no time will runoff or over spray from the irrigation system into the street, over the sidewalk or onto walls or buildings be allowed.
 - 8. Cleaning and adjusting sprinkler heads and filters for optimum coverage.
 - 9. Report promptly to the CITY all accidental damage that may or may not have resulted from CONTRACTOR's negligence or operations.
 - 10. The completion of the WEEKLY IRRIGATION SYSTEM REPORTS to be submitted with the MONTHLY INVOICE for review before payment.

3.5 FERTILIZATION

- A. Prior to fertilization, soil samples must be taken from four (4) locations within the project site for fertility-salinity-alkalinity analysis to determine fertilization needs.
- B. All turf areas shall be fertilized three times per year, and watered immediately after fertilization to prevent burning of grasses.

3.6 PESTICIDE APPLICATIONS

- A. All pesticide applicators must have a current California Pest Control Advisor Recommendation available on site correctly identifying the target weed species, pesticide to be used, rate of application, precautionary statements for safe handling and environmental protection, weather and timing restrictions, and shall be approved by the CITY prior to application. Applicators must also have a pesticide label and MSDS available on site.
- B. Pesticides shall be applied only by personnel who possess a California Qualified Applicator's License, with training in the specific pesticide they are applying.
- C. All applications shall be done with extreme care to avoid any hazard to persons, pets, or landscape plantings, including adjacent trees.
- D. The CONTRACTOR shall follow all applicable California Department of Pesticide Regulations requirements for the safe use and handling of pesticides, and for adherence to label instructions.
- E. No restricted use pesticides shall be used without the prior consent of the CITY. All requirements for the use of restricted materials, including the filing of the Notice of Intent, shall be the responsibility of the CONTRACTOR.

3.7 TURF CARE

- A. All turf areas shall be green and vigorous throughout the year without holes or brown patches.
- B. Turf shall be mowed once per week or as necessary to maintain a neat, trim appearance.
 - 1. The cutting edges of all mowing equipment shall be kept in proper adjustment.
 - 2. Bruising, scalping or rough cutting of lawn will not be permitted.
 - 3. All debris shall be removed from turf areas by the CONTRACTOR prior to mowing.
 - 4. Turf shall be cut to a height of 2" to 2 1/2" from November through February, and 2 1/2" to 3" from March through October.

5. All turf cuttings shall be gathered and removed from site.
- C. All turf edges shall be trimmed after each cutting or as necessary to maintain a neat, trim appearance.
1. Trimming shall include cutting all grasses along walls, fences, poles, guy wires and edging all grasses along curbs, sidewalks, mowing strips or any other objects within or immediately adjacent to lawn areas.
 2. Grasses around sprinkler heads shall be trimmed after each mowing, or so as not to influence the performance of the sprinkler head.
 3. Grasses shall be cut back a minimum of 12 inches from the base of any tree.
 4. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers and other structures while trimming.
- D. Turf shall be aerated once per year to a minimum depth of three (3) inches. Once aeration has been completed, turf shall be fertilized as specified in section 3.5B.
- E. Maintain thatch layer at 1/2 in. depth or less. Verticut as required.

3.8 GROUNDCOVER MAINTENANCE

- A. Hedge or edge groundcovers to keep in bounds. Median landscaping shall be kept at a level low enough to provide sight distance of oncoming traffic, and traffic from either direction when entering the roadway.
- B. Trim top growth as necessary to achieve an overall even appearance, and with regular frequency to not leave woody stubs.
- C. Do not square shrubs, but rather contour in a more naturalized shape to allow sunlight to reach the lower portion of the plant.
- D. Groundcovers shall be mowed or trimmed to specified height above finished grade in order to renew growth, improve density and attractiveness.

3.9 ANNUALS AND PERENNIALS

- A. Watering
 1. Check irrigation system before planting.
 2. Species, sizes of plants, and orientation shall dictate frequency of watering. Submit to CITY a watering schedule for different seasonal requirements.
- B. All medians with annuals and perennials shall be weed-free at all times.
- C. Limit pruning to removal of damaged or dead twigs and foliage. Replace damaged annuals as needed.
- D. Replacements of Annuals

1. Replace annuals spring and fall. Plant replacement must be performed the same day the plant has been removed from the ground.
 2. Thoroughly cultivate soil after removal of "spent" or "dead" plants prior to planting new materials. Incorporate soil amendments and gypsum as needed.
- E. Incorporate slow release fertilizers per soil requirements and manufacturer's current specifications, and rake smooth.

4.0 PRUNING

- A. All shrubs and groundcover shall be pruned when appropriate to remove dead or damaged branches, and develop the natural form of the plant.
- B. Prune the plants that flower before the end of June immediately after flowering.
- C. Prune the plants that flower in summer or autumn in winter or spring before new growth begins.
- D. Do not form shrubs into geometrical shapes or shear the sides along the curb. Maintain the natural form of the shrub through selective pruning.
- E. Remove all spent leaves from daylilies, phormiums and agapanthus to maintain a neat and tidy appearance.

4.1 CLEANING

- A. Dispose of all pruned materials, vacuum all turf clippings and leaves, sweep all walkways and rake smooth all mulched areas.
- B. Remove from the site all equipment, tools, containers and evidence of maintenance activities.

The scope of work shall also include but not be limited to the following:

- 1) Landscape Maintenance of the grounds of McCarthy Ranch Assessment District 95-1 (see attached map).

	<u>Frequency</u>
1.1 Mow and edge turfs	weekly
1.2 Fertilize turf	3 times per year
1.3 Weeding and trimming	weekly
1.4 Litter and debris removal	weekly
1.5 Replace annuals and fertilize	winter & spring
1.6 Inspect, adjust and repair irrigation	weekly
1.7 Weed control	weekly

PERFORMANCE MEASURES

The selected CONTRACTOR shall perform all services in a diligent way to avoid callbacks from the CITY. Thoroughness and completeness of the work is required. Lack of completeness and neatness, will result in callbacks from the CITY.

Callbacks from the CITY due to unacceptable work shall be solely the CONTRACTOR's responsibility at the CONTRACTOR's expense. Callback work shall be performed in a timely manner and shall not exceed 24 hours from first notification. Notification of unacceptable work will be sent in writing to the project manager no more than 24 hours after completion of initial finding.

PROPOSAL CONTENT AND OTHER REQUIREMENTS

A. Proposal content:

1. Cover Letter – The cover letter shall introduce the PROPOSER and summarize its qualifications. The cover letter is to contain the names, title, address and telephone numbers of the individual(s) with the authority to bind the PROPOSER during the period that the proposals are being evaluated. The cover letter shall identify the legal form of the firm, and if a corporation, shall identify in which state the firm was incorporated. The cover letter shall be signed by a principal of the firm or other person authorized to act on behalf of the firm.
2. Description of Proposed Services – This section is to provide a detailed explanation of the PROPOSER's approach in performing the services described in the RFP Scope of Work. This section should also focus on major issues necessary for the successful and timely management of the services.
3. General Description of the Firm – The PROPOSER shall provide a general description of the firm, including a brief history, types of services provided, and its experience in providing similar services as those requested in this RFP. The CITY seeks a CONTRACTOR who possesses a current and active Class C-27 license from the California CONTRACTORS State License Board, and can demonstrate extensive experience in Landscape Maintenance. Please do not include information on projects that are not similar in scope.
4. Personnel to be Assigned – A project manager authorized to act on behalf of the firm must be designated and must be the principal contact for the CITY. This section shall also identify any individuals expected to have backup responsibilities. The PROPOSER shall identify the location of the firm's home office, and whether or not the firm has management staff in the San Jose/Oakland/San Francisco area. The proposal shall state that no changes in key personnel are to be made without written consent of the CITY. If, and when the CITY interviews prospective firms, such persons shall be in attendance and materially contribute to the discussion. The resumes of personnel to be assigned should not exceed one page per person.

5. Proposed Fee Schedule – The firm is to provide a fee schedule reflecting the scope of services proposed in this RFP. The proposed fee schedule shall include all costs and those hourly costs that may be required for scheduled and unscheduled special events involving additional personnel.
6. References – This section shall consist of a list of at least five (5) other clients (include names of contact persons, addresses, telephone numbers, fax numbers, Email addresses and a brief description of the work performed) to whom the PROPOSER has recently performed services similar to those required by the CITY. This section should not exceed 2 pages.
7. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
8. The City of Milpitas is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of Milpitas.

B. Other Requirements:

Agreement for Landscape Maintenance – The selected CONTRACTOR will be required to execute an Agreement for McCarthy Ranch Assessment District 95-1 Landscape Maintenance Services with the CITY. This Agreement shall follow the form of agreement attached as SAMPLE CONTRACT. All PROPOSERS are directed to particularly review the indemnification and insurance requirements set forth in Exhibit A.

Proximity to the Site – The selected CONTRACTOR's office shall be located no more than 2-hour drive from the site and the CONTRACTOR shall be required to respond within 24 hours to any CITY request or complaints.

INSTRUCTIONS TO PROPOSER

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City of Milpitas, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City of Milpitas, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City of Milpitas. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City of Milpitas reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City of Milpitas shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Milpitas after all factors have been evaluated

AWARD EVALUATION CRITERIA. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

1. Understanding of the work required by the CITY
2. Quality and responsiveness of the proposal
3. Demonstrated competence, qualifications and C-27 licensing necessary for satisfactory performance of the work required by the CITY
4. Recent experience in successfully performing similar services
5. Proposed approach in completing the work
6. References
7. Background and related experience of the specific individuals to be assigned to this project
8. Proposed compensation

The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek

and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Milpitas.

Discussions may, at the City of Milpitas' sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City of Milpitas will not disclose information derived from proposals submitted by competing Proposers. A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Milpitas may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

EXAMPLE OF A WEIGHTED EVALUATION

EVALUATION CRITERIA	PERCENTAGE
Understanding of the work required by the CITY	10
Quality and responsiveness of the proposal	5
Demonstrated competence, qualifications and C-27 licensing necessary for satisfactory performance of the work required by the CITY	5
Recent experience in successfully performing similar services	5
Proposed approach in completing the work	5
References	5
Background and related experience of the specific individuals to be assigned to this project	15
Proposed compensation	50

The above percentages show the relative importance of individual criterion. The evaluation committee will use these criteria to score the proposals.

CALIFORNIA LABOR CODE PROVISIONS. Certain provisions of the California Labor Code are required for Public Works contracts. Therefore the successful bidder will be required to comply with the California Labor Code Section 1720 Et Seq. Please pay special attention to this section and refer to your legal council if you have any questions regarding its application.

CANCELLATION OF SOLICITATION. The City of Milpitas may cancel this solicitation at any time.

CITY REPRESENTATIVE. Paul Mullett, Public Works Senior Maintenance Supervisor (off. 408-586-2601, cl. 408-690-3614) shall represent the City in all matters pertaining to the services to be rendered under this Agreement; all requirements of City pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the City representative.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the City of Milpitas may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DEFINITION OF TERMS. For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Proposer.
- b. **Evaluation Committee.** An independent committee established by the City of Milpitas to review, evaluate, and score the proposals, and to recommend award to the Proposer that submitted the proposal determined by the committee to be in the best interest of the City of Milpitas.
- c. **May.** Indicates something that is not mandatory but permissible.
- d. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- e. **Proposer.** The person or firm making the offer.
- f. **Proposal.** The offer presented by the Proposer.
- g. **RFP.** Acronym for Request For Proposals.
- h. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- i. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- j. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City of Milpitas may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City of Milpitas

may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

EXECUTION OF CONTRACT. Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City of Milpitas executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Milpitas may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond shall be forfeited by the Proposer and become the property of the City of Milpitas. After the contract has been executed, including the insurance documents, certificates, and bonds, a Notice to Proceed will be issued. Proposer agrees to commence work within ten- (10) working days after the date of the Notice to Proceed, to proceed with the work and fully complete the project within (number of completion days allowed) from the date of the Notice to Proceed.

EXPERIENCE AND COMPETENCY. The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Proposer shall also have no less than **Five (5)** years' experience in the magnitude and character of the work proposal. Each Proposer shall set forth his experience on the form entitled Proposer's Experience and submit it with his proposal. It is the intention of the City of Milpitas to award a contract to a Proposer who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City of Milpitas will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD. Proposers' offer shall remain open and firm for a period of not less than ninety (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT. Proposer's signed proposal and City of Milpitas' written acceptance shall constitute a binding contract.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Milpitas. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor,

and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of the City of Milpitas.

INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Milpitas a written request for an interpretation or correction. Requests for interpretations shall be made in writing by e-mail to the Purchasing Agent at cschroeder@ci.milpitas.ca.gov at least two (2) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City of Milpitas considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City of Milpitas as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure the City of Milpitas has their correct business name and address on file. Any prospective Proposer who obtained a set of contract documents from anyone other than the City of Milpitas is responsible for advising the City of Milpitas that they have a set of contract documents and wish to receive subsequent Addenda.

The same rules apply to technical and site related questions and should be directed to Paul Mullett, Public Works senior Maintenance Supervisor at pmullett@ci.milpitas.ca.gov

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the City of Milpitas enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit.

NOTICES. Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below.

Paul Mullett, Public Works Senior Maintenance Supervisor, City of Milpitas, 1265 N. Milpitas Blvd. , Milpitas, CA 95035

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OPENING OF PROPOSALS. All proposals, irrespective of irregularities or informalities, will be opened and the names of the Proposers will be publicly read aloud at the Submittal Deadline. *No*

other information will be released until after the award. All interested persons are invited to be present at the opening and reading of proposals.

- a. Postponement of Opening. The City of Milpitas reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

PREVAILING WAGES. It shall be mandatory upon the Contractor to whom the contract is awarded to pay not less than the said prevailing rates of wages to all workers employed by him in the execution of the contract. Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentices on public works contracts. In accordance with the provisions of section 1773.2 of the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rates of wages and employer payments for health, welfare, vacation, pensions and similar purposes applicable, which is on file in the City of Milpitas Public Works office. The Contractor shall post a copy of these prevailing wage rates at the site of the project. The provisions of Article 2 and 3, Division 2, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this solicitation.

PRICE DISCREPANCIES. In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

PRICES. All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PROPOSAL FORMS

- a. Copies. One original and (4) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "MASTER" and four identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- b. Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the City of Milpitas reserves the right to use the original as the Master. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City of Milpitas.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Proposer unopened.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the City of Milpitas must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL OPENING AND RESULTS.

Public Opening. A public opening will be held at the Submittal Deadline. Only the names of the Proposers submitting proposals will be announced. Technical and cost details about proposals submitted will not be disclosed until an award is made. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available through pre-arrangement with the Purchasing Office's designee. A list of the names of Proposers' who submitted proposals may be obtained within a reasonable time after the public opening.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Late proposals will not be accepted and will be returned to Proposers unopened.

PROPOSAL REJECTION OF. The City of Milpitas reserves the right to reject any or all Proposals or any part of a Proposal. The City of Milpitas reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City of Milpitas.

PROPOSAL RESULTS. It is not the policy of the City of Milpitas to provide RFP results in response to telephone inquiries. RFPs are opened publicly in the Purchasing Office, and interested

parties are invited to attend. A tabulation of the names of Proposers will be posted on the Purchasing page of the City website.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Proposers' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. The City of Milpitas will look solely to the Successful Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

PROPOSER'S BACKGROUND. Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City of Milpitas reserves the right to reject any proposal based upon the Proposer's prior history with the City of Milpitas or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

PROPOSER'S REFERENCES. Proposers should provide a minimum of five (5) references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager name and telephone number.

PROPRIETARY INFORMATION. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City of Milpitas for honoring such a designation. The failure to so label any information that is released by the City of Milpitas shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City of Milpitas, the City of Milpitas will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Proposer's experience shall be set forth and submitted on the form provided herewith. It is the intention of the City of Milpitas to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City of Milpitas will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the work specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "Proposer's Experience", which is a part of the contract documents.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The City of Milpitas reserves the right to reject any or all proposals, or any part of a proposal. The City of Milpitas reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas.

RULES FOR SUBMITTING PROPOSALS.

- a. **Submittal Deadline. HARD COPY** Proposals must arrive at the Information Counter in the lobby of the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA 95035-5411, by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
Electronic responses must conform to the guidelines in the Invitation for Bid, page 1, section "SUBMITTING THE BID" (a), (b).
- b. **Responsibility.** Proposers are solely responsible for ensuring their proposal is received by the City of Milpitas in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong City of Milpitas office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** The City of Milpitas reserves the right to extend the Submittal Deadline when it is in the best interest of the City of Milpitas.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal must include the forms furnished by the City of Milpitas
- f. **Late Proposals.** The Submittal Deadline is FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.
- g. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
- h. **Sealed.** Proposals MUST BE submitted in a sealed envelope.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the City of Milpitas.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SUBCONTRACTOR AGREEMENT TO TERMS OF THIS SOLICITATION. A proposal submitted in response to this RFP must identify all subcontractors, and outline the contractual relationship between the awarded Proposer and each subcontractor. It is the Proposer's responsibility to ensure that an official of each proposed subcontractor signs, a statement to the effect that the subcontractor has read and will agree to the terms of any contract resulting from this solicitation. Subcontractor's agreement shall be include as part of the proposal submitted in response to this RFP.

SUBCONTRACTOR COMPETENCY. The Successful Proposer will be required to establish to the satisfaction of the City of Milpitas the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the contract, the City of Milpitas will notify the Proposer in writing if, after due investigation, the City of Milpitas has reasonable objection to any proposed subcontractor. If the City of Milpitas has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute person to the City of Milpitas. Persons and entities proposed by the Proposer to be used as subcontractors, and to whom the City of Milpitas has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Milpitas.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description and dates (starting and ending);
- c. Technical environment;
- d. Staff assigned to reference engagement that will be designated for work per this RFP;
- e. Client project manager's name and telephone number.

SUBCONTRACTOR SUBSTITUTION. The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein by this reference and **Paul Mullett** on behalf of the City of Milpitas is authorized to consent to substitutions as provided therein.

SUBMITTAL DEADLINE. **The Submittal Deadline is July 23, 2010, by 2:00 PM, local time.** The receiving time in the Purchasing Office will be the governing time for acceptability of proposals.

SUBMITTAL METHOD. Proposals must be submitted in sealed envelopes and should be properly identified with the Proposal number and the Submittal Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of Proposers to see that their Proposals have sufficient time to be received by

the Purchasing Office before the Submittal Deadline. The City of Milpitas will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received before the opening of the proposals.

TAXES. Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the City of Milpitas from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for said taxes.

TERMS OF THE OFFER. The City of Milpitas reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City of Milpitas during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City of Milpitas in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of Milpitas of the facts relating to the proposal.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the Purchasing Agent before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety- (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.

TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City of Milpitas.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE CITY OF MILPITAS. Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Milpitas shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. *Without* CAUSE, the City of Milpitas may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. *with cause*, the City of Milpitas may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the City of Milpitas Purchasing Agent.

CHANGES IN WORK. The City of Milpitas may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Milpitas may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the City of Milpitas. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. Proposer may submit an attachment entitled "Exceptions to Specifications", which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City of Milpitas and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be

valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Milpitas, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Proposer's signed Proposal and City of Milpitas' written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in the state of California. The parties further stipulate that the county of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Request For Proposals, Instructions To Proposer, Terms and Conditions, Specifications/Scope of Work, Proposal, Subcontractor's List, and Workers Compensation Insurance Certificate.

TERM. The term of the agreement shall be for three (3) years with two (2) single year renewal options unless otherwise terminated.

WARRANTY BY PROPOSER. Successful Proposer shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one- (1) year from date of final acceptance by the City of Milpitas. Time is of the essence of this contract. Successful Proposer shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

**SPECIAL PROVISIONS
FOR
MATERIALS & EQUIPMENT
FURNISHED BY CONTRACTOR**

AUTHORIZED DISTRIBUTOR. Successful Proposer must be an Authorized Distributor for the product offered, *or* with his Proposal, he must submit documentation from an authorized distributor from whom he has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.

BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Proposals will be considered on equipment or material complying substantially with specifications, provided each deviation is stated and each substitution is described in detail. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Milpitas will be the sole determiner of whether such substitutions are equivalent to the materials or equipment specified.

COMPLIANCE WITH OSHA. Proposer agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Proposer will indemnify and hold the buyer harmless for any failure to so conform.

DEMONSTRATION OF PRODUCT OFFERED. A demonstration of the item(s) offered may be required. If the demonstration cannot not to be performed at a City of Milpitas facility, the demonstration must be performed within a 60-mile radius of the Purchasing Office. Proposers shall indicate on their Proposal the location of the demonstration site. Proposals for item(s) that do not perform to the City of Milpitas' satisfaction during the demonstration will be declared non-responsive and will not be considered for award of Proposal.

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, City of Milpitas, California. All shipping, handling and freight charges must be shown separately on the Proposal form.

NEW AND UNUSED. Unless specifically provided to the contrary, all material and equipment shall be new and unused and of the current production year. Proposals that are received for other than the current production year or for items and materials that have been previously used will be rejected.

SAFETY STANDARDS. Item(s) offered by the Proposer must conform to Safety Orders of the State of California, Division of Industrial Safety.

SAMPLES. For evaluation purposes, samples may be requested from any Proposer. Samples shall be provided at no charge unless Proposer indicates on his Proposal the charge for samples. The City of Milpitas reserves the right to consume samples for testing purposes. The City of Milpitas may retain samples until delivery and acceptance of contracted items. Proposer shall remove samples at his expense within (30) days of request by the City of Milpitas.

TESTING. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the City of Milpitas reserves the right to cancel the award and purchase the goods in the open market at the expense of the Proposer.

WARRANTY, PROPOSER. Successful Proposer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by the City of Milpitas. Time is of the essence of this contract. While under warranty, successful Proposer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City of Milpitas operations.

SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY. The Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

BONDS - PAYMENT BOND (Labor & Materials). Successful Proposer shall furnish within *ten (10) consecutive calendar days* after written notice, a Payment Bond in an amount equal to one hundred percent (*100%*) of the total amount of the contract. See below for "Substitution of Securities for Retained Funds".

BUSINESS LICENSE. If the scope of work under this proposal includes performing services or installation on the City of Milpitas property, the SUCCESSFUL PROPOSER must obtain a City of Milpitas Business License upon execution of the contract.

CLEANUP. During performance and upon completion of work on this project Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the City of Milpitas.

CLEANUP COST. Proposer shall include in the proposal, all costs for cleanup during performance and upon completion of work on this project. Successful Proposer will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Successful Proposer shall leave entire area in a neat, clean, and acceptable condition as approved by the City of Milpitas.

CONTRACTOR, DEFINITION. The term "Contractor" refers to the party entering into a contract with the City of Milpitas as a result of this solicitation.

COOPERATION BETWEEN CONTRACTORS. The City of Milpitas reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City of Milpitas from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the City of Milpitas' equipment or supplies through negligence of the contractor or his employee while working on the City of Milpitas' premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of

Milpitas any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Proposer must furnish the City of Milpitas with the Certificates of Insurance proving coverage as specified in "*Exhibit A*" and naming the City of Milpitas, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The Contractor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and the City of Milpitas Environmental Health Department.

MEASUREMENTS. It is the responsibility of the Proposer to make all measurements to determine his proposal price. The City of Milpitas will not be responsible for determining the quantities of materials necessary to complete the work specified.

PRE-START UP MEETING. The contractor shall not commence work until a meeting between representatives of the contractor and the City of Milpitas is held. The meeting will be held at a time and date later to be established.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area, as per the nationwide standards set forth in general terms in the *Manual on Uniform Traffic Control Devices* as published by the U.S. Department of Transportation, Federal Highway Administration, Ninth Edition, 2001, or later edition.

REJECTION OF WORK. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed.

RIGHTS RESERVED. (a) Rejection of Work. Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the City of Milpitas reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

SAFETY, FIRST AID REQUIREMENTS. Successful Contractor shall comply with the provisions of California Code of Regulations Section 1502 & 1512, et. seq. regarding safety and first aid kits on site. The successful Contractor shall also comply with the requirements of the California Manual of Temporary Traffic Controls, 2007 Edition, Section 6D.03 Worker Safety Considerations.

SITE INSPECTION. Before submitting Proposals, Proposers must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

SPECIFICATIONS, CHANGES IN WRITING. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "proposal specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Notice to Contractors, Instructions To Proposer, Terms and Conditions, Detailed Specifications or Scope of Work, Contractor's Proposal form, Experience Statement, Subcontractor's List and Workers Compensation Insurance Certificate.

SUBSTITUTION OF SECURITIES FOR RETAINED FUNDS. The Contractor shall be permitted to substitute securities for any monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, SS 22300.

UNKNOWN OBSTRUCTIONS. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City of Milpitas. The Contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

IMPORTANT NOTICE –

PROPOSALS DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. Non-Collusion Affidavit**
- b. Proposer's Statement Regarding Insurance Coverage**
- c. Worker's Compensation Insurance Certificate**
- d. Contractor's Nondiscriminatory Employment Certificate**
- e. Contractor's Proposal**
- f. Subcontractors List**
- g. Certificate of Compliance (insurance of sub-contractors)**

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.

PROPOSAL
McCarthy Ranch Landscape Maintenance Services
RFP 1189

To: City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA, 95035-5411

From: Jensen Landscape Services, Inc.
Name of Bidder

1983 Concourse Dr.
Mailing Address

San Jose, CA 95131
City, State & Zip

CONTRACTOR'S PROPOSAL

The undersigned Proposer agrees that he will contract with the City of Milpitas to provide all necessary labor, supervision, machinery, tools, apparatus, etc. to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Proposal No. **1189** for **McCarthy Ranch Landscape Maintenance Services**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- a. Notice of Request For Proposals
- b. Detailed Specifications or Scope of Work
- c. Instructions To Proposer
- d. Terms and Conditions
- e. Special Provisions for Equipment & Material
- f. Special Provisions For Services
- g. Drawings
- h. Addenda
- i. Payment Bond
- j. Non-Collusion Affidavit
- k. Proposer's Statement Regarding Insurance Coverage
- l. Worker's Compensation Insurance Certificate
- m. Proposer's Nondiscriminatory Employment Certificate
- n. Contractor's Proposal
- o. Subcontractors List

Proposer acknowledges receipt of Addenda Number(s) 1, , , and .

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the prices shown hereon. The City of Milpitas reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made.

ANNUAL FEE SCHEDULE

• Turf Mowing, and edging	LS	\$ <u>1,277.00</u>
• Weeding	LS	\$ <u>10,449.00</u>
• Annual Planting (SPRING/FALL)	LS	\$ <u>1,464.00</u>
• Fertilizing, Mulching	LS	\$ <u>3,140.00</u>
• Irrigation System Repairs & Maint.	LS	\$ <u>11,559.00</u>
• Pruning shrubs & groundcover	LS	\$ <u>33,813.00</u>
• Pesticide Applications	LS	\$ <u>1,178.00</u>

TOTAL ANNUAL MAINTENANCE CONTRACT \$ 62,879.00

- Hourly Rate for 40 Hrs
\$ 34.00 /HR Schedule & Unscheduled events
 (2 hr minimum)

Total Base Proposal (Written in Figures)\$ 62,879.00

Total Base Proposal (Written in Words)\$ sixty two thousand eight hundred
seventy - nine dollars and no/100

Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

STATE CONTRACTORS LICENSE CLASS AND NUMBER

CONTRACTORS' License Number 537854

CONTRACTORS' License Class C-27 Landscaping

Please check your calculations before submitting your Proposal; the City of Milpitas will not be responsible for Proposer's miscalculations.

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No x Initials DG

CONTRACTORS REPRESENTATIVE. Dave Gardner shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

NOTICES TO CONTRACTOR. Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the address below.

 Jensen Landscape Services, Inc.
Company Name of Proposer

 1983 Concourse Dr.
Mailing Address (PO Box or street)
 San Jose, CA 95131
City, State, and Zip Code

 Don De Fever
Name of Authorized Representative

 [Signature] President
Signature Title

 Corporation
Type of Business (Corp, Partnership, Sole Proprietorship)

 (408) 446-4555 (408) 446-4881
Telephone Number Facsimile Number

In accordance with Public Contract Code §7106, the following Affidavit must be executed by Proposer and submitted with proposal

"Non-Collusion Affidavit

To Be Executed By Proposer And Submitted With Proposal

State of California
County of Santa Clara ss.

Don De Fever (Proposer's Name), being first duly sworn, deposes and says that he or she is President (Position/Title/Owner) of Jensen Landscape Services, Inc. (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

7-22-10 (Date) San Jose, CA (Signed at (Place))

Jensen Landscape (Proposer Name) [Signature] (Authorized Representative)
(Person, Firm, Corp.)

1983 Concourse Dr (Address) Don De Fever (Representative's Name)

San Jose, CA (City, State, Zip) President (Representative's Title)

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE**

To Be Submitted With Bid

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in RFP 1189. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of Milpitas as Additional Insured for the work specified.

Jensen Landscape Services, Inc.
Name of Bidder (Person, Firm, or Corporation)


Signature of Bidder's Authorized Representative

Don De Fever, President
Name & Title of Authorized Representative

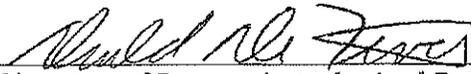
7-22-10
Date of Signing

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Jensen Landscape Services, Inc.
Name of Proposer (Person, Firm, or Corporation)


Signature of Proposer's Authorized Representative

Don De Fever, President
Name & Title of Authorized Representative

7-22-10
Date of Signing

**CONTRACTOR'S
NONDISCRIMINATORY EMPLOYMENT
CERTIFICATE**

Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Milpitas and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City of Milpitas for the construction, repair, or improvement of public works.

Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act - Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Milpitas setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City of Milpitas advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City of Milpitas, the

Fair Employment Practices Commission, or any other appropriate Agency of the State designated by the City of Milpitas for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City of Milpitas as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible".

The City of Milpitas shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City of Milpitas shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City of Milpitas within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City of Milpitas, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City of Milpitas contract, the City of Milpitas Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City of Milpitas may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City of Milpitas, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The City of Milpitas may deduct any such penalties from any monies due the Contractor from the City of Milpitas.

7. The Contractor certifies to the City of Milpitas that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City of Milpitas:

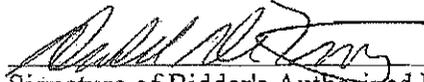
- a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
- b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

- c. The Contractor shall file a basic compliance report as required by the City of Milpitas. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
- d. The Contractor shall notify the City of Milpitas of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City of Milpitas from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City of Milpitas that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:

- a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
- b. The Contractor will take such action with respect to any subcontract or purchase order as the City of Milpitas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the City of Milpitas, the Contractor may request the City of Milpitas to enter into such litigation to protect the interests of the City of Milpitas.



Signature of Bidder's Authorized Representative

Don De Fever, President

Name & Title of Authorized Representative

7-22-10

Date of Signing

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Milpitas, hereinafter called the "City of Milpitas ", has awarded to _____ as Principal, hereinafter called "Contractor", a contract for the work described as follows:

**RFP No. 1189
for
McCarthy Ranch Landscape Maintenance Service**

WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material men, and other persons, as provided by law; and

WHEREAS, _____ is hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the City of Milpitas in the amount required by law, the sum of:

_____ Dollars (\$ _____) (100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 to give a right of action to such persons or their assigns in any suit brought upon this bond.

Provided that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

SIGNED AND SEALED this _____ day of _____, 2010

Contractor

Seal

By _____
Signature

Seal

Surety

By _____
Signature

Surety's Mailing Address

Surety's Mailing Address

Telephone Number

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As
To Content:

Signature of City Purchasing Agent

Approved As
To Form:

Signature of City Attorney

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of Milpitas. Additional numbered pages outlining this portion of the Proposal may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of Proposals. Subcontractor name, address, and item of work must be stated at the time of the Proposal.**

Jensen Landscape Services, Inc.
 Proposer Name

SUBCONTRACTORS LIST, Page 1 <i>All Subcontractors in excess of 1/2 of 1% of total Proposal must be listed.</i>		
SUBCONTRACTOR: No Subcontractors will be used in the work in this	ITEM OF WORK: contract.	
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:	ITEM OF WORK:	
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()

Public | Purchase[®]

[Chat](#) [Help](#) [Logout](#)

[Home](#) [New Bid](#) [Closed Bids](#) [My Stuff](#) [Tools](#)

Bid RFI #1189 - McCarthy Ranch Landscape Maintenance Service Addendum #1 - Bid Type Correction.

Information Deleted: Deleted

Information Added: Added

Bid Type ~~RFIFP~~
 Bid Number **1189**
 Title **McCarthy Ranch Landscape Maintenance ~~service~~Service**
 Start Date **Jul 1, 2010 2:09:53 PM PDT**
 End Date **Jul 23, 2010 2:00:00 PM PDT**
 Agency **City of Milpitas**
 Bid Contact **Chris Schroeder**
 (408) 586-3161
 cschroeder@ci.milpitas.ca.gov
 455 E. Calaveras Blvd.
 Milpitas, CA 95035-5411

Description

McCarthy Ranch landscape maintenance serice includes mowing and edging turfs, fertilizing turfs, weeding and trimming, litter and debris removal, replace and fertilize annuals, inspect, adjust and repair of irrigation, mulching, and weed control.

Pre-Bid Conference

Date: Jul 15, 2010 10:00:00 AM PDT
 Location: North McCarthy Blvd. at South Ranch Dr., SE corner
 Notes: See: map Location

* **Vendor attendance is required**

Attachments: No Attachments

Documents

Name	Posting Date	Acceptance
 LMD95-1 Map.pdf	Jun 30, 2010 4:45:11 PM PDT	Yes
 COM Basic Ins Requirements Full rev.DOC	Jun 30, 2010 4:48:12 PM PDT	Yes
 Bid 6-30.doc	Jul 1, 2010 11:14:59 AM PDT	Yes

[Return to Bid](#)



CITY of MILPITAS

Purchasing Division

*455 E. Calaveras Blvd
Milpitas, CA 95035*

Phone: 408-586-3160 Fax: 408-586-3170

July 15,2010

ADDENDUM NO. 1

RFP 1189

Please note the following revision to RFP 1189, McCarthy Ranch Landscape Maintenance Services:

1. A list of all bid walk attendees has been attached to the bid.
2. There is no performance bond required.
3. The Bid Bond only applies if you are planning get give more than \$25,000.00 worth of labor or supplies from a subcontractor.
4. Certified payroll is required.
5. Flat count: per planting is 20 flats of jumbo packs.
6. 2" mulch coverage must be maintained on all beds.

All other provisions of the documents and specifications remain in full force and effect.

Respectfully,

Chris Schroeder
Purchasing Agent



McCarthy Ranch Landscape Maintenance Service

RFP 1189

Pre-Proposal Conference
July 15, 2010 - 10:00 AM

1. Company: COAST MANAGEMENT
Representative: TOM KLAG
Address: 1474 Bengon Dr. SF, CA 95112
Telephone: 408.288-2940 Fax: 408.392-9014 e-mail: TOMK@COASTMANAGEMENT.COM
2. Company: DAYSCAPES
Representative: GARY GALLEGOS
Address: 29210 LASSEN ST HAYWARD CA 94544
Telephone: 510-786-0638 Fax: 510-293-0988 e-mail: gary@dayscapes1c.com
3. Company: PACHECO BROTHERS GARDENING
Representative: ROY BRAZIL
Address: 795 SANDOVAL WAY, HAYWARD CA, 94544
Telephone: (510) 487-3580 Fax: (510) 487-6830 e-mail: roy@pachecobrothers.com
4. Company: FORSTER - KROEGER
Representative: RAUL GARCIA
Address: 15 LIBRARY PL. SAN ANSELMO CA 94960
Telephone: 415 456-6684 Fax: 415 457 6614 e-mail: raul@forster-kroeger.com



McCarthy Ranch Landscape Maintenance Service

RFP 1189

Pre-Proposal Conference
July 15, 2010 - 10 :00 AM

5. Company: Loral Landscaping Inc.
Representative: Paul Bergstrom
Address: 704 So Amphlett Blvd., San Mateo, CA 94402
Telephone: ⁽⁶⁵⁰⁾ 340-6940 Fax: ⁽⁶⁵⁰⁾ 340-6946 e-mail: paul@lorallandscaping.com

6. Company: SYCAMORE LANDSCAPING CORP
Representative: DORRIN KWASNICKI
Address: PO BOX 2279 WALNUT CREEK CA 94595
Telephone: 925 942 0751 Fax: 942 0549 e-mail: DKWASNICKI@SBCGLOBAL.NET

7. Company: Commercial Environment Landscape
Representative: Shawn Taylor
Address: P.O. Box 1179, Gilroy CA 95020
Telephone: 510-552-1849 Fax: 408-848-9719 e-mail: shawn@lauinc.com

8. Company: VISTA GRANDE LANDSCAPE MANAGEMENT
Representative: JOSE N MONTEZ
Address: 5150 PLYSTON AVES STE A LIVERMORE CA
Telephone: 925-449-0919 Fax: (925) 960-0918 e-mail: VISTAGRANDE.MGMT.COM



McCarthy Ranch Landscape Maintenance Service

RFP 1189

Pre-Proposal Conference
July 15, 2010 - 10 :00 AM

9. Company: PARK WEST LANDSCAPE INC

Representative: DASHIVE MIGUELE

Address: 6991 SIERRA G DUBLIN CA

Telephone: 925 361-4900 Fax: _____ e-mail: dmiguele@PARK

WEST INC.
COM

10. Company: ENVIROSCOPES INC

Representative: ALVARO CHAVEZ

Address: 45051 INDUSTRIAL DR

Telephone: 510 657-996 Fax: 510/6574210 e-mail: _____

11. Company: VALLEY LANDSCAPE

Representative: GEORGE F. SCHRIENER

Address: 27050 MOODY RD. LOS ALTOS HILLS CA.

Telephone: (650) 948-9474 Fax: (650) 948-0113 e-mail: GEORGE@VALLEYLANDSCAPE.COM

12. Company: JENSEN LANDSCAPE

Representative: DAVE GARDNER & GINA DIMARCO

Address: 1983 CONCOURSE DR. ST

Telephone: 210 4505 Fax: 446-4881 e-mail: gina@jensencorp.com

Jensencorp.com



McCarthy Ranch Landscape Maintenance Service

RFP 1189

Pre-Proposal Conference

July 15, 2010 - 10:00 AM

13. Company: EAST Bay Construction Co., Inc.

Representative: Pete Gumas

Address: 6336 Patterson Pass Rd. Livermore 94550

Telephone: 925.250.9407 cell Fax: 925.243.0288 office e-mail: pete@eastbayconstruction.net

14. Company: _____

Representative: _____

Address: _____

Telephone: _____ Fax: _____ e-mail: _____

15. Company: _____

Representative: _____

Address: _____

Telephone: _____ Fax: _____ e-mail: _____

16. Company: _____

Representative: _____

Address: _____

Telephone: _____ Fax: _____ e-mail: _____

Auction Questions for Bid RFI #1189 - McCarthy Ranch Landscape

Maintenance Service

Question #1

What is the current monthly price and who was the contractor doing the service?

Jul 2, 2010 8:58:10 AM PDT
By: Valenti Construction Inc. - valinc

Answers

Jensen Landscape Services Inc. \$7402.00 per month.

Jul 6, 2010 8:25:51 AM PDT
By: Spock

Jensen Landscaping Services and te correct dollar amount per month is \$6,152.00

Jul 21, 2010 7:50:24 AM PDT
By: Spock

Question #2

If contract is awarded what is the start date?
Is this a one year contract or 1 year with multi year extentions

Jul 12, 2010 12:55:32 PM PDT
By: Enviroscapes Inc - enviroscapes98

Are the annuals 2 x per year color change included in the monthly/annual maintenance contract price

Answers

The start date will be August 30, 2010.

Jul 14, 2010 11:44:11 AM PDT
By: Spock

The contract is for three years with two one year options.

Yes, the annuals x 2 per year color change are included in the monthly/ annual maintenance contract price.

Question #3

What is the flat count of the color at the site(street median)?

Jul 19, 2010 9:30:48 AM PDT
By: Park West Landscape Maintenance INC - Parkwest

Answers

See: addendum No. 1
Two plantings per year, 20 flats of jumbo packs per planting.

Jul 20, 2010 3:49:36 PM PDT
By: Spock

Question #4

Approximately how many broken heads were replaced on a monthly basis?

Jul 19, 2010 9:31:55 AM PDT
By: Park West Landscape Maintenance INC - Parkwest

Answers

We do not keep records at that level of detail, but an estimate would be approximately 10 per month.

Jul 20, 2010 3:47:06 PM PDT
By: Spock

Question #5

a. How many irrigation controllers are there?
b. Are their exisiting controller ledgers, which identify zone areas?

Jul 20, 2010 2:16:06 PM PDT
By: Valley Landscape, Inc. - gfrederick57

Answers

A. 14
B. Yes

Jul 20, 2010 3:47:46 PM PDT
By: Spock

Question #6

Is bark included in the maintenance price

Jul 20, 2010 10:04:36 PM PDT
By: Enviroscapes Inc - enviroscapes98

Answers

Yes. As mentioned in Addendum No. 1, a 2" mulch cover must be maintained on all beds.

Jul 21, 2010 7:53:01 AM PDT
By: Spock

Question #7

Re: Prevailing Wage -- Please confirm: Craft & Rate.

Jul 21, 2010 12:08:40 PM PDT
By: Valley Landscape, Inc. - gfrederick57

Answers

The Director of the Department of Industrial Relations of the State of California establishes the prevailing or current rate of per diem wages to be paid to laborers, workers and mechanics for all work done under or by virtue of this contract. Wages rates are available for free at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

Jul 22, 2010 3:38:13 PM PDT
By: Spock

Question #8

There are a large amount of areas that requier replacement of bark, dead or declining plant material and irrigation repairs above the T.

Jul 21, 2010 4:09:07 PM PDT
By: Enviroscapes Inc - enviroscapes98

If the current contractor is not retained, are they responsible to bring those areas mentioned above back to the standards of the SOW before the new contract starts?

If they are not retained, and a new contract is awarded. What is the time frame to bring those areas back to standards of the SOW ?

Answers

1. Yes, they are rponsible for bringing those area mentioned back up to the standards of the SOW before the new contract starts.

Jul 22, 2010 3:40:40 PM PDT
By: Spock

2. See #1 above.

Question #9

Do Electronic submissions require only one copy?

Jul 21, 2010 6:20:01 PM PDT
By: Jensen Landscape Services, Inc. - jensenlandscape

Page 24 of RFP says Electronic will not be accepted is this an error?

Does the authorized signature on the electronic submission act as a original ink signature?

Answers

1. Electronic submissions require only one copy.

Jul 22, 2010 7:57:55 AM PDT
By: Spock

2. No it is not an error. The last half of that

same sentence says "... unless otherwise specified herein." and page one SUBMITTING THE BID clearly gives you a choice.

3.Yes.

Question #10

Are answers to Questions 7&8 forthcoming?

Jul 22, 2010 11:48:17 AM PDT

By: Park West Landscape Maintenance INC - Parkwest

Answers

Yes.

Jul 22, 2010 3:37:26 PM PDT

By: Spock

Question #11

Please clarify #9, electronic proposals will only be accepted through Public Group web site. Is a hard copie also required.

Jul 22, 2010 1:15:48 PM PDT

By: Enviroscapes Inc - enviroscapes98

Are the answers to #8 forthcoming?

Answers

Hard copy or electronic, it's your choice but the City prefers electronic. Delivery requirements for each are detailed on the notice of RFP.

Jul 22, 2010 3:45:00 PM PDT

By: Spock

Question #12

Irrigation-During the site walk- thru and subsequent visits I witnessed leaking heads and excessive water. Will the irrigation system be 100% in the event of a transition?

Jul 22, 2010 3:28:19 PM PDT

By: Park West Landscape Maintenance INC - Parkwest

Answers

See number 8 above.

Jul 22, 2010 3:41:57 PM PDT

By: Spock

Question #13

Will any more questions be accepted after the close of business today 7/22/10?

Jul 22, 2010 3:49:09 PM PDT

By: City of Milpitas - Spock

Answers

No.

Jul 22, 2010 3:49:28 PM PDT

By: Spock

[View Bid](#)

Customer Support: agency-support@publicpurchase.com | Copyright 1999-2009 © | The Public Group, LLC. All rights reserved.

The Public Group



JENSEN

July 22, 2010

City of Milpitas
Purchasing Agent
455 E. Calaveras Boulevard
Milpitas, CA 95035

Re: Proposal 1189 for McCarthy Ranch Assessment District 95-1 Landscape Maintenance Services

Thank you for the opportunity to present this landscape maintenance proposal. Our focus is to provide the best value and quality landscape services possible. This focus will maximize your landscape asset value and enhance the overall aesthetics and environment.

Jensen Landscape Services celebrates 40 years of exceptional service. We are an employee owned, locally operated company with approximately 400 employees. We have been servicing 2 Maintenance Districts since 2004 and 3 Maintenance Districts since 2005 for the City of San Jose Medians and Street Frontage areas. We have been servicing 50+ sites for the City of Gilroy since 2001. We have been servicing 21+ sites for Santa Clara Valley Water District since 2004. We also service medians and street frontage areas for Orchard Properties and for numerous other commercial sites throughout the San Francisco Bay Area.

Jensen Landscape Services became a California corporation in 1988. Please refer to the table of contents of this proposal for more detailed information about our company.

We provide many service enhancements such as:

- ◆ Operating cost controls in service/site innovation including landscape maintenance and water
- ◆ Excellent client communications, follow-through and pro-active service
- ◆ Innovative value added observation/suggestions presented on a regular basis
- ◆ Experience, knowledge and an aesthetic eye for detail under supervision of our horticulture graduates
- ◆ Water Management, Integrated Pest Management, and Landscape Enhancement Services
- ◆ Service yards/offices conveniently located close to your property

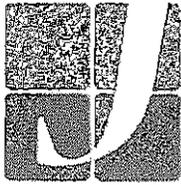
Contact Information for Proposal Evaluation is:

Gina DiMaria
Business Development Manager
1983 Concourse Drive
San Jose, CA 95131
Office: (408) 446-4555 Cell: (408) 210-4505 Email: gdimaria@jensencorp.com

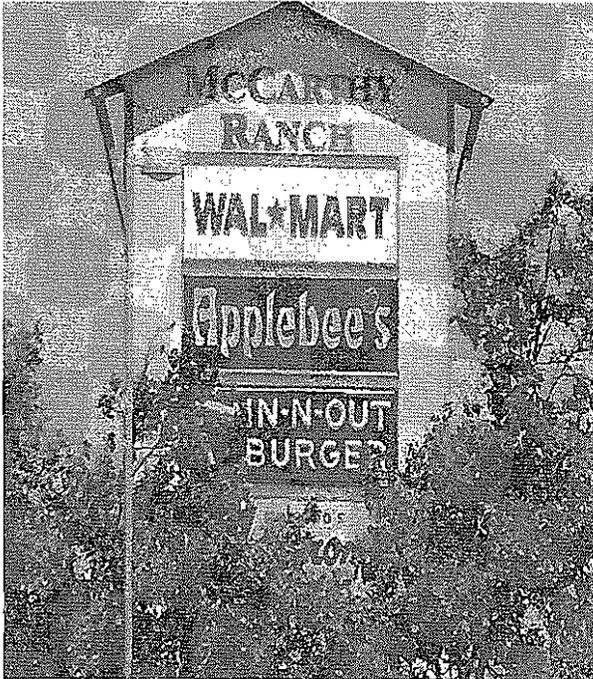
Sincerely,

Don DeFever
President
(408) 446-4555

Jensen Landscape Services, Inc. License #537854



JENSEN



McCarthy Ranch
Bid RFP #1189
Milpitas, CA
7/23/10

Landscape Management Proposal

Gina DiMaria
Business Development Manager
Jensen Landscape Services, Inc
1983 Concourse Drive
San Jose, CA 95131
Main: 408-446-4555
Cell: 408-690-3239
Fax: 408-446-4881



JENSEN

Table of Contents

McCarthy Ranch Goals_____ p. 1

Benefits to City of Milpitas - McCarthy Ranch_____ p. 5

Landscape Management Solutions_____ p. 6

Fee Structure_____ p. 7

Statement of Qualifications_____ p. 8

 Jensen Assigned Personnel _____ p. 9

 Jensen Corporate Resume _____ p.10

References_____ p.14

Appendices:

City of Milpitas Landscape Maintenance Specifications

- Jensen Programs and Communication
- California State Pest Control Operator's License
- Jensen Quality Control Program
- Horticultural Report - Sample
- Irrigation Diagnostic Report – Sample
- Site Activity Report – Sample
- Annual Budget – Sample

Required Proposal Documents – See Attachments

- Non-Collusion Affidavit
- Bidder's (Proposer's) Statement Regarding Insurance Coverage
- Worker's Compensation Insurance Certificate
- Contractor's Nondiscriminatory Employment Certificate
- Contractor's Proposal
- Subcontractors List
- Addendum No. 1 RFP 1189
- Certificate of Compliance (insurance of sub-contractors) **non applicable**



JENSEN

McCarthy Ranch Goals

City of Milpitas is seeking a landscape maintenance contractor who will provide proactive, full service landscape management of McCarthy Ranch.

About Jensen Landscape Services

Jensen Corporate Holdings, Inc. and its wholly owned subsidiary, Jensen Landscape Services, Inc., are the leaders in landscape construction and maintenance throughout Northern California. Whether you are an owner, manager, or general contractor; Jensen will provide you with high quality landscape construction and management services. We help our customers create and maintain an environment on budget, and on time. We utilize the latest technology and best known practices to help our clients accomplish their goals.

We are organized into divisions that specialize in corporate campuses, office and industrial buildings, residential communities, healthcare facilities, municipalities, private estates, sports turf, and other creative landscapes that require special attention and care. We are experts who add our experience and value to our clients, landscape architects, general contractors, and the green industry.

Forty years of experience has taught us that no two properties are alike, nor all client needs the same. Jensen believes in partnering with clients to understand their business needs, which in turn allows us to understand their landscapes requirements. Scheduling regular walkthroughs and meetings with our clients help provide continued understanding of the changing environment. Through continuous communication and by leveraging the vast resource of talent in our company, Jensen is able to proactively and creatively recommend landscape solutions that help control cost and provide for the perfect outcome. It is this special and personal attention that Jensen provides the best quality, customer care, and employee environment.

Jensen Landscape Services Implementation and Service Plan

Jensen Landscape Services' approach to performing the work set forth for landscape maintenance services for City of Milpitas will be by practicing our Quality Assurance Program, establishing a communication system for the timely interaction with and implementation of all services needed by City of Milpitas. Our Quality Assurance Program is the means, methods and metrics to measure and implement our services. This process establishes the people-to-people interaction needed to perform clear task assignments, measure performance, provide accountability, use check lists for actions needed and execute reports to assure quality service.

Jensen Landscapes Services has experienced employees, pride in work performed, excellent productivity and quality service. Our emphasis is:

- ◆ Exceeding Client expectations as a definition of quality
- ◆ Implementing continuous quality improvement as the program goal
- ◆ Focusing on total integration of quality into all functions
- ◆ Encouraging active participation by workers in the achievement of total quality
- ◆ Focusing on a value-adding organizational approach rather than a statistical approach



JENSEN

Implementation Information

List of events/tasks for implementing service

Immediate:

- Pre-start meeting with City of Milpitas Representatives at least two weeks prior to contract start
- Detailed discussion of realistic objectives JLS would propose to accomplish
- Detailed discussion of requirements for a smooth transition and implementation of work
- Meet with client, introduce key personnel and see site with client
- Designate crew to perform tasks needed –
 - English speaking Supervisor with at least 4 years experience
 - Irrigation Specialist with experience in trouble shooting, Rainmaster Evolution Controller
- Inventory and service all equipment needed to perform tasks
- Schedule routing with detailed tasks and accountability factor
- Complete all contract set-up paperwork
- Submit insurance certificates, current and renewal licenses and permits documentation
- Create Site Activity Report with maps of each section of work to be performed (used both internally and externally for reports, noting tasks and problems)

Thirty days from contract start:

Irrigation:

- Perform an Irrigation Diagnostics Report (IRRIGATION SYSTEM INITIAL REPORT) to identify irrigation repairs and system deficiencies, timing adjustments, pattern coverage and hydrozone coverage for each controller and valve, type of irrigation heads, irrigation watering schedule adjustments or re-timing

Plant Material:

- Perform Horticultural Report (PLANT MATERIAL INITIAL REPORT) to identify plant material, missing and dead plant material, care requirements for plant material, plants in distress, plants which need specialized care
- Complete site pest management inventory

Pre-Emergent Use:

- Submit a schedule for the application of pre-emergent herbicide

Service Information

Current system and turn around time to complete

- Routine work - Creation of work orders by Supervisor and scheduling with appropriate crews to implement the work to be accomplished
- Major repairs - Includes the submittal of a proposal (means and format per client request), to acquire authorization to proceed
- Minor repairs - Handled on the spot by crews on-site
- Extra Work - Includes the submittal of a proposal (means and format per client request), to acquire authorization to proceed
- Reports to Client - Provided per client preference for frequency, detail, content, JLS Site Activity Report with site map attached to each report is efficient, concise or detailed as need with codes for response time and priority needs (ASAP, next day, as needed, etc.)
- Reports to Internal Management - JLS has a networked office with share files for the appropriate categories of activities



JENSEN

Scheduling Process

- Schedules to City of Milpitas specifications of at least one time per week service
- JLS crew scheduling to meet City of Milpitas Specifications to include number of occurrences, weather conditions, plant health needs, plant structure pruning and mowing needs, and landscape characteristics

Communication Plan and Management

- Handled by the Supervisor and Senior Foreman
- Schedules for meetings with City of Milpitas for reporting, receiving information and communications of activities, repairs, upgrades and extra work
- Use of JLS site activity report form, cell phones, emails, faxes, face-to-face meetings for communications with both City of Milpitas and internal JLS

Maintaining Client Relations/Monitor Client Satisfaction

- Meet with City of Milpitas personnel for review of the weekly irrigation system report noting observations from site inspections and responses to the central irrigation systems alarm reports (reporting, receiving information and communications of activities, repairs, upgrades and extra work)
- Submit Monthly Maintenance Checklist identifying work for the month and work completed the previous month
- Submit Monthly Invoice with documentation of labor and materials, location of work (JLS Site Activity Report)
- Submit written pesticide use recommendations, material data sheets for applied pesticides
- Schedule for meetings with City of Milpitas representatives for on-site walkthroughs
- Use JLS site activity report form, cell phones, emails, faxes, face-to-face meetings for communications with both City of Milpitas and internal JLS
- Determine client needs/wants and monitor satisfaction through regular, personal contact with City of Milpitas representatives
- Use JLS Quality Assurance Report Form as a working tool for monitoring client satisfaction by asking and answering all questions. What is working? What is not? What needs to be improved? How can JLS better service needs and improve plant health and aesthetics?

Goals of objectives to improve quality of services provided at no increase in cost

- Improve the quality of the existing landscape
- Timely application of product (specifically fertilizers and weed control) to enhance the landscape
- Value engineering of the contract with input from City of Milpitas regarding priorities, and specific objectives
- Furnish specifics regarding opportunities for greater efficiencies and cost savings specific to each identified objective
- Commit to a "Total Quality Management" business philosophy
- Enhance the understanding and application of "teaming" and "client focus" concepts and skills
- Develop cost-effective baseline measurements of client requirements and satisfaction levels
- Develop a strategy and training plan for effectively manage any changes



JENSEN

Continuous Improvement

- Using Jensen internal quality review procedure
- Seeking to continuously improve is part of the Jensen culture
- Continuing training with new, improved and updated information and procedures
- Refining our procedures to provide the best service and customize solution to each event

Benefits to City of Milpitas

- Experience with soil types, plant types, weather and environmental conditions, issues, and requirements of local/state agencies in the San Francisco Bay Area
- Licensed and Certified Pest Control Applicators and Pest Control Advisors
- Experienced graduate horticulturists, botanists, integrated pest management specialists, irrigation specialists and technicians

Selecting Jensen over others

- Comprehensive and full service landscape maintenance and installation company
- Experience of 40 years of quality service throughout the San Francisco Bay Area
- Large enough company to have support and expert personnel in all facets of the industry but small enough to give the individual and customized service to our clients



JENSEN

Benefits to City of Milpitas – McCarthy Ranch

Management Processes: Our internal management processes ensure that McCarthy Ranch will be supervised with high attention to detail. We pride ourselves in identifying and providing solutions to problems through internal quality inspections and team management. Your site will be managed by a foreman and crew on an established and agreed upon schedule. An Account Manager will provide clear and specific directions to the crew, as well as inspect your site and meet with you on a regular basis. A Regional Manager will also be overseeing your site activities and providing quality control. This management team will be supported by the Integrated Pest Management Department and Irrigation Manager overseeing an Irrigation Technician.

Communication: We are committed to exceeding your expectations regarding communication. We will work with Chris Schroeder to understand your preferred communication style. We provide:

- ◆ Site Activity Reports
- ◆ Monthly/quarterly walkthroughs and reporting as requested
- ◆ Annual budget process
- ◆ Client calls returned within 24 hours
- ◆ 24 hour/7 day emergency service

Quality Focus: Our commitment is to deliver productive, cost-effective and efficient service, with an emphasis on the highest quality work. Jensen is recognized annually with regional and state awards through the California Landscape Contractors' Association. We guide our staff in their month to month activities with an internally published Monthly Phenology Maintenance Schedule, Annual Integrated Pest Management Schedule and Quality and Image Guidelines. We will develop a month by month maintenance plan that is customized to the care of specific plant material you have on site.

Safety Program: Jensen's Safety Program has been recognized for achieving an exceptional safety record, meeting and exceeding safety performance standards in our industry. Jensen conducts weekly training sessions and provides an annual Safety Training Day for all employees. This ensures that you can rely on a consistent crew, operating safely within your property.

Water Conservation: Jensen has been nationally recognized as an expert in Water Management by the California Landscape Contractors' Association. Our Water Management Department (with State Water Audit and CLCA certified staff) develops, implements and manages water budgets to ensure plant health, reduce water bills, reduce asphalt and hardscape damage and ensure compliance with Senate Bill 325 and California AB1881. Jensen is committed to saving money for our clients while conserving our region's water resources. Our Irrigation Solution will provide specific recommendations for improvement to your existing system.



JENSEN

Landscape Management Solutions

Jensen will serve as your horticultural asset manager for McCarthy Ranch.

We will leverage our expertise and years of experience to provide:

- ◆ Horticultural best practices which include proper timing and methodologies for care of turf, shrub and groundcover, pruning, nutrient application and pest management
- ◆ Business partnership to enhance and protect your horticultural assets
- ◆ Proactive communication to your management team
- ◆ Irrigation system adjustments and checks to ensure proper watering times and coverage

Our team will provide you with the following deliverables during our first forty-five days:

- Irrigation Diagnostic Report
- Horticultural Report

Our Staff

Graduate horticulturists manage, lead and train our staff to the most rigorous standards set within our industry. Our maintenance team consists of Certified Landscape Technicians who oversee our maintenance crews and provide quality care. Additional support from our Irrigation Technicians and Integrated Pest Management team completes our full line of maintenance services.

Annual Flower Display

We provide weekly flower care to deadhead, groom and remove weeds. We provide flower rotations to client specifications, typically three to four times a year. You may prefer a year round replacement program incorporated into the monthly maintenance price.

Tree and Shrub Care

We prune both formally and naturally to your specifications. Our recommended standard is pruning to retain the natural shape of the plant material. We fertilize as needed, and inspect for disease and pest infestation on a regular basis.

Ground Cover

We edge ground covers to maintain a neat, groomed look. Periodically, we may lightly top areas with line trimmers to keep excessive height down. We recommend budgeting a ground cover mow or cut back every few years to encourage lush, new growth in spring

Turf Care

We mow and edge to your specifications, usually weekly during the growing season to a height of 2 ½" - 3". We typically fertilize 4 - 6 times a year depending on turf fertility, treating for broadleaf weeds and spot spraying any invasive weeds. We are able to provide aeration, de-thatching and overseeding as an additional service.

Irrigation

We monitor your irrigation systems to check and adjust on a monthly basis to ensure proper watering times and coverage is provided to the plant material. Additionally, we make continuous adjustments throughout the year, evaluating emitters, heads, nozzles and valves.



JENSEN

Fee Structure

Fee Schedule: Landscape Management Solution

Monthly Fee: \$5,239.00

- ◆ Based on Maintenance Specifications provided by McCarthy Ranch Assessment District 95-1 Landscape Maintenance Services Specifications.

Start Date: Week of August 30, 2010



JENSEN

Statement of Qualifications

Jensen Corporate Holdings, Inc. is a \$42 million dollar landscape corporation comprised of four wholly-owned subsidiaries with over 400 employees. Our maintenance companies, Jensen Landscape Services, Inc. (JLS) and Huppe Landscape Company (HLC), and our construction companies, Jensen Corporation Landscape Contractors (JC) and Jensen Landscape & Construction Company (JLCC), are the industry leaders throughout Northern California. Our excellent service and outstanding customer support have driven our consistent growth for more than forty years.

Jensen is an employee-owned company. Our corporate culture generates an increased dedication to customer service, a sense of personal pride and ownership, a solidified team atmosphere and reduced employee turnover. We pride ourselves in the quality of our work and are dedicated to delivering a superior level of service. We provide award-winning expertise in the landscape maintenance and landscape construction industry.

Jensen brings the sophistication, processes and efficiencies of a large company with the benefit of a local presence and intimate knowledge of the Bay Area. Whether you are an owner, manager, or general contractor; Jensen provides you with high quality landscape construction and maintenance services. We utilize the latest technology and best management practices to assist you in reaching your goals.

Commitment to Sustainable Design

Jensen has partnered with our clients to assist them with their corporate goals to create more sustainable landscapes and support LEED recognition. Notable clients include Roche Bioscience, Adobe, Pleasanton Corporate Commons and VM Ware.

Licenses and Certifications

We provide our staff with extensive training and development opportunities to support our rigorous standards established for maintenance techniques and processes.

Staff	Number of
C27 Landscape Contractors License	5
Certified Landscape Professionals	2
Certified Landscape Technicians	10
Certified Master Water Auditors	6
Recycled Water Site Supervisor Certification	7
Pest Control Advisors	2
Qualified Applicators License/Certificate	13
Certified Playground Safety Inspector	1
Certified Arborist	2
Red Cross Certified CPR and First Aid	6
B.A./B.S./A.A. Degree in Ornamental Horticulture or related field	16



JENSEN

Integrated Pest Management

Jensen's Integrated Pest Management Program:

- ◆ Uses monitoring, preventative and best practice/least risk philosophy
- ◆ Uses slow release fertilizers for balanced and consistent delivery of nutrients
- ◆ Uses preventative and low-risk, environmentally safe products for weed, disease or insect invasion
- ◆ Uses biological control whenever possible for prevention and control of pests

Emergency Response

We are available for 24 hour/7 day emergency service through a custom answering service linked to our main office number. An operator will take your detailed message and dispatch to our on-call technician. In the event of an emergency, our on-call technician will return your call, assess the situation and perform any duties necessary to stabilize the situation.

**City of Milpitas - McCarthy Ranch
Assigned JLS Team Contact List
2007**

Position	Name	Phone Number	Hire year	Years with JLS	Year of Experience	Experience/Resume/Licenses
Gardener	Norberto Cervantes	408-446-4555	2006	4	13	JLS Safety Training Certificate; JLS Landscape Maintenance; JLS Proficiency Training Certificate; JLS Equipment Training Certificate
Gardener	Isabel Hernandez	408-446-4555	2006	4	5	JLS Safety Training Certificate; JLS Landscape Maintenance; JLS Proficiency Training Certificate; JLS Equipment Training Certificate
Gardener/Foreman	Salvador Gonzales	408-446-4555	2005	5	13	JLS Safety Training Certificate; JLS Landscape Maintenance; JLS Proficiency Training Certificate; JLS Equipment Training Certificate
Irrigation Technician - repairs, system checks/diagnostics	Ramiro Pichardo	408-446-4555	2006	4	17	Trained in all facets of irrigation installation, repair, adjustments, programming. Works with Irrigation certified water auditor and CLT Certified Irrigation
Account Manager	Rogelio Barrera	408-447-8508	2007	3	19	19 years experience in all facets of landscape maintenance. JLS Safety Training Certificate; JLS Landscape Maintenance; JLS Proficiency Training Certificate; JLS Equipment Training Certificate
Regional Manager/Project Manager - Principal Contact	Dave Gardner	408-447-8387	2007	3	5	5 years experience in tree management and 15 years experience in Finance including Controller of a successful Initial Public offering (IPO) 1987 B.S. in Accounting, Santa Clara University, ISA Certified Arborist RWE-7853A State of CA Certified Public Accountant #69243 Certified in First Aid, CPR and Aerial Rescue
IPM Manager/Applicator	Jcoff Dunster	408-447-8394	2005	5	8	B.S. Agricultural Systems and the Environment/ Entomology Minor, University of California, Davis; PCA-QAL
Irrigation Manager/Landscape Enhancements Manager	Ian Scott	408-447-8518	2006	4	9	A.A. Environmental Horticulture Management, Shasta College; Certified Landscape Technician - Irrigation & Maintenance; Experience w all facets of Rainmaster Evolution; Certified Level 2 Rain Bird Maxicom Hardware & Software Technician; Hydropoint WeatherTRAK Authorized Contractor; QAC - Qualified Applicator Certificate ; CLCA - Certified Landscape Water Manager
VP of Operations	Kevin Pearson	447-8318	1995	15	15	B.S. Ornamental Horticulture, California State Polytechnic University; CLT Technician Irrigation, Construction, Maintenance Certificate; QAL; Certified Irrigation Auditor; Certified Playground Safety Inspector; South Bay Water Recycling, Certified Site Supervisor #0122

Refer to attached Corporate Resume - other personnel assisting on horticultural, financial, technical items

Management staff located at Corporate Office-San Jose; San Jose-Felipe Office/Yard; San Jose-Terminal-Office/Yard

No changes in key personnel without written consent of the City of Milpitas



JENSEN

Corporate Resume

We are JENSEN LANDSCAPE SERVICES, Landscape Contractors who have been serving the Bay Area since 1970 in all areas of the landscape industry. The following is a brief history of the key people in our organization.

Quang Trinh, Vice President and Chief Financial Officer

Bachelor's degree from the University of California, Davis and an MBA in Finance from San Francisco State University. Prior to joining Jensen, Mr. Trinh was a Senior Finance Manager for Robert Half International.

Donald De Fever, President and Co-Founder of Jensen Landscape Services

- ◆ 1976 A.S., Nursery/Landscape Technology, San Diego Mesa College
- ◆ 1980 B.S., Ornamental Horticulture, California Polytechnic University
- ◆ C-27 Landscape Contractor License #483706
- ◆ State of CA Department of Food and Agriculture Qualified Applicator License #100562
- ◆ State of CA Department of Water Resources Master Auditor
- ◆ Irrigation Association, Certified Landscape Irrigation Auditor
- ◆ Red Cross Certified in CPR and First Aid
- ◆ California Landscape Contractors Association, Certified Landscape Water Manager

Don's background includes 28 years of San Francisco Bay Area landscape management experience.

Kevin Pearson, Vice President of Operations

- ◆ 1995 B.S., Ornamental Horticulture, California State Polytechnic University
- ◆ 1995 Minor in Agricultural Engineering, Water Science, California State Polytechnic University
- ◆ South Bay Water Recycling, Certified Site Supervisor #0122
- ◆ Planet Professional Landcare Network, Certified Landscape Technician: Maintenance, Irrigation, and Construction
- ◆ National Playground Safety Institute, Certified Playground Safety Inspector #031150059
- ◆ Associated Landscape Contractors of America, National Landscape Competition, 3rd place
- ◆ Irrigation Association, Certified Landscape Irrigation Auditor
- ◆ State of CA Department of Pesticide Regulation: Qualified Applicator License #99492
- ◆ Red Cross Certified in CPR and First Aid
- ◆ California Landscape Contractors Association, Certified Landscape Water Manager

Kevin has over 16 years experience in Landscape, Irrigation, Construction and Management.

Kevin is the 14th triple CLT in California. He has also been on the steering committee for Adobe Systems in their award of three platinum certifications for green buildings.



JENSEN

Brian Stirling, Regional Manager - Peninsula

- ◆ 1981 A.S., Environmental Horticulture, College of San Mateo
- ◆ 1984 B.S., Ornamental Horticulture, California Polytechnic State University
- ◆ State of CA Department of Food and Agriculture Qualified Applicator License #30678
- ◆ State of CA Department of Water Resources Master Auditor Training
- ◆ Irrigation Association Certified Landscape Irrigation Auditor
- ◆ Certified Landscape Technician: Maintenance and Irrigation
- ◆ Red Cross Certified in CPR and First Aid

Brian has over 25 years experience in commercial landscape management, irrigation, and construction.

Darren Nosseck, Regional Manager – Southern Peninsula

- ◆ 1998 B.S. Ornamental Horticulture, California State Polytechnic University
- ◆ C-27 California Licensed Contractor programs

Darren has over 10 years experience in the landscape industry, managing large and small portfolios of clients with extended knowledge of plant material and irrigation practices

Dave Gardner, Regional Manager – East Bay

- ◆ 1987 B.S. in Accounting, Santa Clara University
- ◆ ISA Certified Arborist #WE-7853A
- ◆ State of CA Certified Public Accountant #69243
- ◆ Certified in First Aid, CPR and Aerial Rescue

Dave has 5 years experience in tree management and 15 years experience in Finance including Controller of a successful Initial Public offering (IPO).

Antonio Carmona, Senior Account Manager

- ◆ 1989 B.S., Ornamental Horticulture California Polytechnic State University
- ◆ C-27 California Licensed Contractor
- ◆ Certified Site Supervisor, South Bay Water Recycling

Antonio has over 17 years experience in the landscape industry and retail nursery sales.

Bill Holly, Account Manager

- ◆ L/S contractors certificate, CLCA – CLT (Certified Landscape Technician) in Landscape maintenance and irrigation systems
- ◆ Irrigation Association, Certified Landscape Irrigation Auditor
- ◆ State of California, Dept. of Pesticide Regulation QAC (Qualified Applicators Certificate) #88732

Bill has over 30 years experience and 15 years in management in the landscape trade in various aspects, residential, commercial and golf course maintenance. Bill has been involved in the California Landscape Contractors Association certification program as a volunteer judge for the Certification testing.

Susan Carey, Senior Account Manager

- ◆ C-27 Landscape Contractors License # 541714
- ◆ QAL – Qualified Applicators License #120795
- ◆ South Bay Water Recycling, Certified Site Supervisor
- ◆ Member, PAPA (Pesticide Applicator Professional Association)

Susan has over 30 years of experience in the landscape maintenance, irrigation, and installation industry.



JENSEN

Richard Leavy, Account Manager

- ◆ 1978 B.S., Ornamental Horticulture, California State Polytechnic University
- ◆ C-27 Landscape Contractor License #594254
- ◆ State of CA Department of Food & Agriculture Qualified Applicator License #102373
- ◆ Red Cross Certified in CPR and First Aid
- ◆ 2003 -Regional Water Quality Board for South Bay Water Recycling-Recycled Water Site Supervisor Training Certificate #0588
- ◆ 2008 Bay-Friendly Qualified Landscape Maintenance Professional

Richard has over 25 years experience in the green industry, including five years in the wholesale nursery and two years in retail nursery sales.

Kevin McCollom, Account Manager

- ◆ 2005 B.S., Environmental Horticultural Science California Polytechnic State University
- ◆ Member of San Francisco Professional Gardeners Association 1998- present
- ◆ Member friends of the Urban forest 1999-present

Michelle Rapier, Account Manager

- ◆ Landscape Horticulture, Delta Community College, Stockton
- ◆ Landscape Area Manager, Landscape Maintenance Supervisor, Field Project Specialist for San Francisco Bay Area and San Joaquin Valley Landscape Companies

Ryan Valentine, Account Manager

- ◆ 2006 B.S. Agriculture Business, California Polytechnic State University, concentrating in Finance and Appraisal.

Miguel Flores, Account Manager

- ◆ Planet Professional Landscape Network, Certified Landscape Technician
- ◆ State of CA Department of Pesticide Regulations: Qualified Applicator Certificate # 106969.
- ◆ Certified Site Supervisor, South Bay Water Recycling
- ◆ Back Ground, over 28 years in the Landscape Industry with extensive knowledge in Landscape Maintenance and Installation, Integrated Pest Management and Water Management.

Rogelio Barrera, Account Manager

- ◆ Certified Landscape Technician - Maintenance and Irrigation
- ◆ Certified Site Supervisor, South Bay Water Recycling
- ◆ Back Ground - over 16 years in the Landscape Industry with extensive knowledge in Landscape Maintenance

Lorenzo Contreras, Assistant Account Manager

- ◆ 1978 Graduated from High School in Oaxaca, Mexico
- ◆ 1994 Pesticide Applicators License from the California Department of Pesticides Regulation, QAL # 103920
- ◆ 1997 CLT in landscape maintenance, certificate # 97760
- ◆ 2001 Certified Arborist by ISA, certificate # WE 5838A

Lorenzo has 18 years experience in the green industry.

Gabe Thomas, Assistant Account Manager

- ◆ Bachelor's Degree in Landscape Contracting from Penn State University -08.
- ◆ Research Assistant-Valentine Turfgrass Research Center @ Penn State University
- ◆ Worked for ISA Certified Master Arborist-Meek Tree Service-State College, PA



JENSEN

Ian Scott, Water Manager/Landscape Enhancement Manager

- ◆ 1998 A.A. Environmental Horticulture Management, Shasta College
- ◆ Certified Landscape Technician – Irrigation & Maintenance
- ◆ Certified Level 2 Rain Bird Maxicom Hardware & Software Technician
- ◆ Hydromat WeatherTRAK Authorized Contractor
- ◆ QAC – Qualified Applicator Certificate
- ◆ Certified Microsoft Office User Specialist – Excel & Word
- ◆ California Landscape Contractors Association, Certified Landscape Water Manager

Ian has over 9 years experience in the commercial landscape industry. He is well versed in the practices and products of water management. Experiences include irrigation management of large commercial accounts, high end residential, sports parks, and streetscapes.

Jeff Dunster, Integrated Pest Management Program Manager

- ◆ 2001 B.S. Agricultural Systems and the Environment with an Entomology Minor, University of California, Davis
- ◆ PCA - Pest Control Advisor License #72526
- ◆ QAL- Qualified Applicators License #105344
- ◆ Legume Research Program, U.C. Davis
- ◆ Napa County Agricultural Inspector

Jeff has managed and directed our IPM program for 5 years.

Ed Dempsey, Sports Turf Manager

- ◆ 1993 B.S., Ornamental Horticulture, California State Polytechnic University
- ◆ Member - Sports Turf Manager's Association
- ◆ Graduate of Sports Turf Construction, Renovation and Maintenance Seminars in Tucson, AZ; San Antonio, TX, and Davis, CA.
- ◆ Construction Superintendent – Sports Turf and Park Construction – 7 years. Managed construction on over 15 Facilities.
- ◆ Sports Turf Management – Designed and directed renovation and maintenance on over 20 High School and College Athletic Sports Facilities in the past 5 years.

Terry Austin, Landscape Sales Representative

- ◆ Experienced with award-winning San Francisco firm offering residential landscape design, build and maintenance services
- ◆ B.A., University of California, Riverside – Major, Sociology
- ◆ Environmental Horticulture, San Francisco City College
- ◆ Dale Carnegie Certification in Leadership and Public Speaking programs
- ◆ Certified in Solution Selling, Strategic Selling, Selling for Base
- ◆ Member, San Francisco Professional Gardeners' Association, CLCA and San Francisco Botanical Society

Terry has over 25 years in managing sales, sales support and account management teams in the residential landscape and high tech industry. Her expertise is in marketing, process and procedure development and systems implementation to increase quality, consistency and productivity in key sales performance areas.



JENSEN

References

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA
Jennifer Codianne, Sr. Field Operations Administrator
Ph: 408-265-2600 x3876 Fax: 408-205-7659
jcodianne@valleywater.org

July 2004 to Present

21 sites throughout Santa Clara Valley: Includes landscape maintenance of Treatment Plants, Yards, Buildings foundation landscape, Berms, Percolation Ponds, Pump Stations, Open Space Areas, Weed Abatement, Re-vegetation Areas, Outdoor Classroom, Pipeline area, Landscaping (turf, shrubs, groundcover, trees), Open Space Areas, (mowing, weed abatement) Roadway Berms. Landscape Maintenance Implementation, Irrigation Repair Renovation/Enhancement, Water Conservation Measures recommendations and implementation, Safety Meetings: weekly and monthly, and Reports: JLS and SCVWD-weekly and monthly.

JLS staff assigned to this account: Darren Nosseck, Regional Manager and Alfredo Adan Account Manager

City of Gilroy
7351 Rosanna Street
Gilroy, CA
Bill Headley, Parks & Landscape Supervisor
Ph: 408-846-0450 Fax: 408-846-0429
bheadley@ci.gilroy.ca.us

July 2001- Present

50 sites - Maintenance includes Building foundation Landscaping (turf, shrubs, groundcover, trees), Open Space Areas (mowing, weed abatement), Roadway berms/medians (landscape); Parks (landscape, weed control perimeters. Landscape Maintenance Implementation, Irrigation Repair Renovation/Enhancement, Water Conservation Measures recommendations and implementation, Safety Meetings: weekly and monthly, and Reports: JLS and City-weekly and monthly

JLS staff assigned to this account: Dave Gardner, Regional Manager and Miguel Flores, Account Manager



JENSEN

City of San Jose
Department of Transportation
1404 Mabury Road
San Jose, CA 95133
Tim Wright/Dorothy Abeyta
Ph: 408-277-5907 Fax: 408-292-6480
Tim.wright@sanjoseca.gov
Dorothy.abeyta@sanjoseca.gov

January 2004 – Present

3 Maintenance Districts includes frontage areas and medians throughout City of San Jose. Turf, Groundcover, Shrubs, Trees, Annuals Color, Hardscape and Cobble areas. Full service landscape maintenance. Safety Meetings: weekly and monthly, and Reports: JLS and City-weekly and monthly

JLS staff assigned to this account: Dave Gardner, Regional Manager; District 16 Miguel Flores, Account Manager and District 5 and 11 Rogelio Barrera, Account Manager

Orchard Gateway - Newark (Medians and Frontage areas)
Gateway Blvd from Jarvis to Paseo Padre Parkway)
Orchard Commercial
2665 North First Street, Suite 310
San Jose CA 95134
Catherine Steele
Ph: 408- 955-1440 Fax: 408-955-1490

July 2000-Present

Full landscape maintenance services for medians and frontage areas included turf, shrubs, groundcover, trees, natural swale area.

JLS staff assigned to this account: Dave Gardner, Regional Manager; Richard Leavy, Account Manager

Pleasanton Corporate Commons
Hines Interests Limited Partnership
6140 Stoneridge Mall Road, Suite 375
Pleasanton, CA 94588
Anne Sparks
Ph: 925-924-9000 Fax: 925-469-1928
anne_sparks@hines.com

February 2003 – Present

Full landscape maintenance services for building foundations, parking lot island landscaping, medians and frontage areas included turf, shrubs, groundcover, trees, annual/seasonal color.

JLS staff assigned to this account: Dave Gardner, Regional Manager; Ryan Valentine, Account Manager

SCOPE OF WORK

McCarthy Ranch Assessment District 95-1 Landscape Maintenance Services.

GENERAL DESCRIPTION

The McCarthy Ranch development is located within the CITY OF MILPITAS and bounded on the east by Interstate 880, on the west by Coyote Creek, on the south by State Route 237, and on the north by Dixon Landing Road.

The North McCarthy Boulevard and Ranch Drive streetscape landscaping includes annuals, ornamental grasses, turfgrass, groundcover, shrubs and trees and covers an area of approximately 17 acres.

LANDSCAPE MAINTENANCE SPECIFICATIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes landscape maintenance for a period of one full year (365 days).

1.2 SUBMITTALS

A. Initial Report Submittals

1. The CONTRACTOR shall submit within 30 days from the beginning of the contract a PLANT MATERIAL INITIAL REPORT that identifies missing or dead plant material, and notes the general health of the plant material and any potential problems.
2. The CONTRACTOR shall conduct an irrigation go through within 30 days from the beginning of the contract, and shall submit an IRRIGATION SYSTEM INITIAL REPORT that documents all irrigation controllers, stations, type of plant material watered, type of irrigation heads, and identifies any system deficiencies, etc.
3. The CONTRACTOR shall submit an IRRIGATION SCHEDULE for all controllers and stations within the irrigation system for the project area within 30 days from the beginning of the contract.
4. CONTRACTOR shall submit within 30 days from the beginning of the contract, a schedule for ANNUAL PRE-EMERGENT USE.

B. Quality Control Submittals

1. The CONTRACTOR shall submit all current and renewal licenses, permits and insurance documents required by the CITY OF MILPITAS, the State of California or the Federal government pertaining to the scope of maintenance work.

2. At the beginning of each month, the CONTRACTOR shall submit a MONTHLY MAINTENANCE CHECKLIST identifying the scheduled work for the month.
3. At the end of each month, the CONTRACTOR shall submit the completed MONTHLY MAINTENANCE CHECKLIST documenting the work completed, the location of the work, and a record of all labor and materials used.
4. The CONTRACTOR shall submit a WEEKLY IRRIGATION SYSTEM REPORT that notes visual observations from site inspections, and responses to the central irrigation system alarm reports. A weekly meeting will be scheduled with the CITY and the CONTRACTOR to review the CONTRACTOR's report.
5. The CONTRACTOR shall submit a MONTHLY INVOICE for payment of work completed during the previous month, and attach backup documentation for all labor and materials used, and the location of all work, including but not limited to the
 - i. MONTHLY MAINTENANCE CHECKLIST
 - ii. WEEKLY IRRIGATION SYSTEM REPORTS
 - iii. Delivery tickets and receipts for materials used
 - iv. Pesticide use reports
6. The CONTRACTOR shall provide a written pesticide use recommendation issued by a licensed agricultural pest control advisor and accompanying material safety data sheet for the application of all weed, pest and disease controls, display emergency information on all vehicles carrying pesticides, and label all containers as required by the California Department of Pesticide Regulation. The pesticide use recommendation shall contain but not be limited to the target pest, application rate, precautionary statements, and any restrictions and special conditions.

1.3 QUALITY ASSURANCE

A. Qualifications

1. The landscape CONTRACTOR shall have a full-time employee assigned to the job as supervisor for the duration of the contract. He/she must be English-speaking and shall have a minimum of four (4) years experience in landscape maintenance supervision, with experience or training in turf management, pest control, soils, fertilizers and plant and weed identification.
2. The CONTRACTOR's landscape maintenance labor force shall include an irrigation specialist who can correctly troubleshoot problems in the field and make appropriate repairs. The labor force shall be English-speaking and thoroughly trained and familiar with the work to be accomplished and shall perform each task in a competent, efficient manner acceptable to the CITY.

B. Requirements

1. The CONTRACTOR's supervisor shall directly supervise the work force on-site. The CONTRACTOR shall notify the CITY of any changes in the supervision or irrigation specialist positions.

2. The landscape maintenance CONTRACTOR's vehicles and labor force shall be visibly identified at all times and the CONTRACTOR's employees uniformly dressed in a manner satisfactory to the CITY.
3. The CONTRACTOR's on-site supervisor shall be reachable by cell phone during work hours and the CONTRACTOR shall provide contact information after work hours in case of an emergency.

1.4 WORK SCHEDULING

- A. The CONTRACTOR shall perform all maintenance during hours mutually agreed upon between CITY and CONTRACTOR.
- B. The CONTRACTOR's work force shall be present at the project site at least once a week and as often as necessary to perform specified maintenance in accordance with the approved maintenance schedule and response to the weekly irrigation system checks, and daily irrigation alarm reports.

PART 2 – PRODUCTS

2.1 MATERIALS

A. General

3. All materials and equipment, shall be provided by the CONTRACTOR, except for recycled water, as available from the CITY.

B. Fertilizers

1. Commercial fertilizer with 16-16-16 formulation or approved equal applied at the manufacturer's recommended rate for plant material, or follow soil sample analysis recommendations.
2. For turf areas, 25-4-8 slow release fertilizer with I.B.D.U. or approved equal at the rate of 10 pounds per 1,000 square foot.
3. Gypsum applied at the rate of 10 pounds per 1,000 square foot.

C. Herbicides, Insecticides, and Fungicides

1. Best quality materials in the original manufacturers' containers, properly labeled with guaranteed analysis.
2. Use non-staining materials.

D. Plant Materials

1. All container grown young plants shall be healthy, vigorous, well-rooted, and established in the container in which they are growing. They shall have tops of good quality and be in a healthy growing condition. A container grown young plant shall have a well-established root system reaching the sides of the container to maintain a firm ball.
2. All annuals and perennials shall be nursery-grown in 4-inch pots, well rooted, full, healthy plants just ready to bloom.

3. All seed for reseeding turf areas shall match existing turf mix.
4. All sod for re-sodding shall match existing turf areas.

2.2 EQUIPMENT

- A. Use only the proper tool for each job. Maintain all tools in sharp, properly-functioning condition.
- B. Take all measures to prevent introduction of insect or disease-laden materials onto the site by properly cleaning and sterilizing tools prior to usage.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protection
 1. The CONTRACTOR shall protect all new planting areas from damage of any kind until sufficiently established.
- B. Replacements
 1. CONTRACTOR shall be responsible to replace all plants damaged or injured by CONTRACTOR and set to proper grades in upright position.
 2. Replacement plants shall match size, condition and variety of plants replaced, and shall be healthy, vigorous stock, free of insects and disease.
 3. The CONTRACTOR shall remove and replace all bare, dead or unhealthy turf of any kind through sodding at no cost to the CITY. This shall include any turfgrass damaged due to gophers.
 4. Plant materials that die from lack of water shall be the CONTRACTORS responsibility to replace.

3.2 MULCH

- A. All planting areas shall be maintained with 2 inches of mulch to minimize water use and suppress weed growth.

3.3 WEED, DISEASE AND PEST CONTROL

- A. Landscape areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed if applying selective weed killers so as not to damage any desirable plants. If spraying is done, it shall be at times when there is no wind, or wind at 5 mph or less to avoid drift.
- B. The CONTRACTOR shall monitor all plant materials and ground covers for pests and diseases. Insects, pests and diseases shall be controlled by the use of approved pesticides and accompanied by a Pesticide Use Recommendation and Material Safety Data Sheet.

- C. The CONTRACTOR agrees to eradicate all gophers, moles, rodents and other related pests from all landscape areas covered within this project and restore the area to proper condition.

3.4 IRRIGATION SYSTEM MAINTENANCE

- A. The existing irrigation system at McCarthy Ranch Assessment District is a Rainmaster Evolution central control irrigation system. The CONTRACTOR must be familiar with the configuration of master valves and flow sensors, and controller programming, as well as the weekly observance of uniform coverage, the proper functioning of heads, and troubleshooting for high flow and low flow and no flow conditions. The CONTRACTOR shall be responsible for labor and materials to make all repairs from "the T" up ie. T, head, nozzles, risers, swings, etc). Excessive water use, dead and dying plant material, or excessive line breaks due to CONTRACTOR negligence will also be the responsibility of the CONTRACTOR.
- B. Maintenance of the existing system by the CONTRACTOR shall include, but not be limited to the following:
 - 1. Irrigation schedules, which shall be submitted for CITY approval in writing at the beginning of the contract, and for Summer, Fall, Winter and Spring climate adjustments.
 - 2. Weekly field inspection of the irrigation system by an irrigation specialist including observance of uniform coverage from the heads, dry spots, blowouts, runoff, etc.
 - 3. Field inspection by an irrigation specialist of the specific central irrigation system alarm reports.
 - 4. The repair of piping, risers, heads and the drip emitters in response to field observation and central irrigation alarm reports.
 - 5. A CONTRACTOR representative shall meet with CITY staff on a weekly basis to review the WEEKLY IRRIGATION SYSTEM REPORT, which will include repairs made to piping, heads and nozzles, or repair approvals required for line breaks, valve replacements, and CONTRACTOR response to daily central system alarm reports.
 - 6. All repair needs or irrigation scheduling needs discovered in the field shall be reported to the CITY on a weekly basis.
 - 7. At no time will runoff or over spray from the irrigation system into the street, over the sidewalk or onto walls or buildings be allowed.
 - 8. Cleaning and adjusting sprinkler heads and filters for optimum coverage.
 - 9. Report promptly to the CITY all accidental damage that may or may not have resulted from CONTRACTOR's negligence or operations.
 - 10. The completion of the WEEKLY IRRIGATION SYSTEM REPORTS to be submitted with the MONTHLY INVOICE for review before payment.

3.5 FERTILIZATION

- A. Prior to fertilization, soil samples must be taken from four (4) locations within the project site for fertility-salinity-alkalinity analysis to determine fertilization needs.
- B. All turf areas shall be fertilized three times per year, and watered immediately after fertilization to prevent burning of grasses.

3.6 PESTICIDE APPLICATIONS

- A. All pesticide applicators must have a current California Pest Control Advisor Recommendation available on site correctly identifying the target weed species, pesticide to be used, rate of application, precautionary statements for safe handling and environmental protection, weather and timing restrictions, and shall be approved by the CITY prior to application. Applicators must also have a pesticide label and MSDS available on site.
- B. Pesticides shall be applied only by personnel who possess a California Qualified Applicator's License, with training in the specific pesticide they are applying.
- C. All applications shall be done with extreme care to avoid any hazard to persons, pets, or landscape plantings, including adjacent trees.
- D. The CONTRACTOR shall follow all applicable California Department of Pesticide Regulations requirements for the safe use and handling of pesticides, and for adherence to label instructions.
- E. No restricted use pesticides shall be used without the prior consent of the CITY. All requirements for the use of restricted materials, including the filing of the Notice of Intent, shall be the responsibility of the CONTRACTOR.

3.7 TURF CARE

- A. All turf areas shall be green and vigorous throughout the year without holes or brown patches.
- B. Turf shall be mowed once per week or as necessary to maintain a neat, trim appearance.
 - 1. The cutting edges of all mowing equipment shall be kept in proper adjustment.
 - 2. Bruising, scalping or rough cutting of lawn will not be permitted.
 - 3. All debris shall be removed from turf areas by the CONTRACTOR prior to mowing.
 - 4. Turf shall be cut to a height of 2" to 2 1/2" from November through February, and 2 1/2" to 3" from March through October.

5. All turf cuttings shall be gathered and removed from site.
- C. All turf edges shall be trimmed after each cutting or as necessary to maintain a neat, trim appearance.
1. Trimming shall include cutting all grasses along walls, fences, poles, guy wires and edging all grasses along curbs, sidewalks, mowing strips or any other objects within or immediately adjacent to lawn areas.
 2. Grasses around sprinkler heads shall be trimmed after each mowing, or so as not to influence the performance of the sprinkler head.
 3. Grasses shall be cut back a minimum of 12 inches from the base of any tree.
 4. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers and other structures while trimming.
- D. Turf shall be aerated once per year to a minimum depth of three (3) inches. Once aeration has been completed, turf shall be fertilized as specified in section 3.5B.
- E. Maintain thatch layer at 1/2 in. depth or less. Verticut as required.

3.8 GROUNDCOVER MAINTENANCE

- A. Hedge or edge groundcovers to keep in bounds. Median landscaping shall be kept at a level low enough to provide sight distance of oncoming traffic, and traffic from either direction when entering the roadway.
- B. Trim top growth as necessary to achieve an overall even appearance, and with regular frequency to not leave woody stubs.
- C. Do not square shrubs, but rather contour in a more naturalized shape to allow sunlight to reach the lower portion of the plant.
- D. Groundcovers shall be mowed or trimmed to specified height above finished grade in order to renew growth, improve density and attractiveness.

3.9 ANNUALS AND PERENNIALS

- A. Watering
 1. Check irrigation system before planting.
 2. Species, sizes of plants, and orientation shall dictate frequency of watering. Submit to CITY a watering schedule for different seasonal requirements.
- B. All medians with annuals and perennials shall be weed-free at all times.
- C. Limit pruning to removal of damaged or dead twigs and foliage. Replace damaged annuals as needed.
- D. Replacements of Annuals

1. Replace annuals spring and fall. Plant replacement must be performed the same day the plant has been removed from the ground.
 2. Thoroughly cultivate soil after removal of "spent" or "dead" plants prior to planting new materials. Incorporate soil amendments and gypsum as needed.
- E. Incorporate slow release fertilizers per soil requirements and manufacturer's current specifications, and rake smooth.

4.0 PRUNING

- A. All shrubs and groundcover shall be pruned when appropriate to remove dead or damaged branches, and develop the natural form of the plant.
- B. Prune the plants that flower before the end of June immediately after flowering.
- C. Prune the plants that flower in summer or autumn in winter or spring before new growth begins.
- D. Do not form shrubs into geometrical shapes or shear the sides along the curb. Maintain the natural form of the shrub through selective pruning.
- E. Remove all spent leaves from daylilies, phormiums and agapanthus to maintain a neat and tidy appearance.

4.1 CLEANING

- A. Dispose of all pruned materials, vacuum all turf clippings and leaves, sweep all walkways and rake smooth all mulched areas.
- B. Remove from the site all equipment, tools, containers and evidence of maintenance activities.

The scope of work shall also include but not be limited to the following:

- 1) Landscape Maintenance of the grounds of McCarthy Ranch Assessment District 95-1 (see attached map).

	<u>Frequency</u>
1.1 Mow and edge turfs	weekly
1.2 Fertilize turf	3 times per year
1.3 Weeding and trimming	weekly
1.4 Litter and debris removal	weekly
1.5 Replace annuals and fertilize	winter & spring
1.6 Inspect, adjust and repair irrigation	weekly
1.7 Weed control	weekly



JENSEN

	CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION	
	1081 I STREET SACRAMENTO, CALIFORNIA 95814	
ISSUED: January 01, 2009 EXPIRES: December 31, 2010	PEST CONTROL BUSINESS MAIN LICENSE	
	LICENSE NO. 33192 <small>Invalid if insurance and/or qualified persons expire before expiration date.</small>	
Mailing Address		Business Location
JENSEN LANDSCAPE SERVICE 1983 CONCOURSE DR SAN JOSE, CA 95014		JENSEN LANDSCAPE SERVICE 1983 CONCOURSE DR SAN JOSE, CA 95014
<i>Mary Ann Warnerham, Director</i>		
POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE		

Jensen Landscape Services, Inc. License #537854

1983 Concourse Drive San Jose, California 95131 ph 408.446.4555 (x 402.446.4588) www.jensencorp.com



JENSEN

Jensen Quality Assurance Program

- 1. Start Up Documentation**
 - ◆ New Account Checklist
 - ◆ Contract Summary Sheet
 - ◆ Irrigation Diagnostic Procedures
 - ◆ Irrigation Diagnostics Report Form
 - ◆ Horticultural Report Sample

- 2. Safety/Training Guidelines**
 - ◆ Safety Checklist
 - ◆ Safety Training Monthly Topics
 - ◆ Meeting Reporting Sheet (Sample)

- 3. Site Work Standards**
 - ◆ Phenology Chart
 - ◆ IPM Schedule Calendar
 - ◆ IPM Site Evaluation

- 4. Jensen Quality Assurance Sheet**
 - ◆ Process to Ensure Compliance with Service Requirements
 - ◆ Quality and Image Guidelines
 - ◆ Quality Evaluation Report
 - ◆ Site Activity Report
 - ◆ Frequency Guidelines



JENSEN

Sample Horticultural Report

Horticultural Report

All of the plant material appears to be in good health. Skate boarders will be a problem along the sections of low retaining wall.

Ground Covers

Trachelospermum jasminoides, Star Jasmine: This is the predominant ground cover on site. Western Garden book recommends a fertilizer application just before spring growth for a lush appearance. Jasmine prefers well drained soil and it certainly has well drained soil in the raised planters, it is imported and is high in sand and organic matter. Some of the material is on drip irrigation making fertilizer applications a little more challenging. We may need to use a foliar fertilizer or apply before precipitation for the drip areas. The goal is to allow the plants to spill over the edge of the planters. We will also try and keep the Jasmine pruned down to no more than 18" tall. The areas that have spray heads are 6" pop-ups. It would have been nice if they had specified 12" pop-ups or larger to help get the heads up and over the first row of Jasmine. We will prune out material to try and keep coverage throughout the planters. The sections that are in full sun are not as green and lush as the areas in the shadier locations. This is common with Star Jasmine.

Polygonum capitatum, Pink Knotweed. This is the ground cover in the narrow raised planter areas near the corner of Evelyn. I am not a big fan of this ground cover. In my opinion it is not very attractive. It is doing well but I think this corner would have been nicer planted with an alternate more attractive ground cover. The 6" pop-up heads will not have a problem with this ground cover, it is low and spreading. Leaves will die back below 28°F.

Shrubs

Hemerocallis, Day Lilly. Some of the plants are in shadier locations vs. full sun but all are doing well. They prefer full sun. Plantings are very dense and can pose problems blocking irrigation coverage. Over time some of the pop ups in the middle or back of the planters may need to be changed to tall fixed risers to help get the water over the plants.

Rhapiolepis, Hardy plant should not have any serious problems. This plant can develop Leaf Spot if moist and cool conditions are present. No issues or problems. Leaf spot is more of a problem north of Palo Alto.

Dietes vegeta, Bullet proof shrub but will get fairly large. We may need to eventually remove every other one in some locations.

Escallonia. Hedge planting in raised planter close to the small clock tower. Water may be an issue if shrubs are blocking spray pattern. Some hand watering may be required if some plants do not get water. No signs of coverage problems so far.



JENSEN

Page Two - Horticultural Report

Trees

The biggest issue with all of the trees in raised planters above structure is the staking / guying detail. The trees are tied with cables that attach to a wooden cross below the soil. The cables will dig into the crotches even with the plastic shielding around the wires. The wires just sitting / touching the crotches no matter how tight or loose will bind and rub into the tree tissue weakening branches and trunks where the wires are. The trees above structure will be a challenge. They have already replaced several of the Elm trees due to wind. The soil is very light and is great for plant health but does not support large trees very well. Typically trees need as much room for their roots as the canopy. We have 4' of soil in most locations above structure. Elms want to grow to 50' tall. The soil is optimal for fast growth but in my opinion can not support a 50' tall tree. We can prune the trees and this will help but eventually our ability to prune the trees will be limited to control the "Sail" affect of the tree canopy vs. available soil depth. Some trees are partially protected from wind. The Elms are deciduous with cold weather so this should also help limit the sail affect during winter months, but we do get high winds when the trees are fully leafed out. The trees will most likely need to be permanently guyed down but the wooden cross below ground will most likely eventually rot out and not support the cables. We also have Pear trees and Australian Willows with the same tie down system.

For the immediate needs of the trees, we should re-design the way they are cabled. If we tie the cables to a tree stake instead of directly to the trunk of the tree, we can eliminate the cables digging into the crotches and branch structure of the trees. We may still have issues with cables rubbing on trees but it should be better than the current setup.

The City trees need to be structurally pruned. The trees on Agena need the lower branches removed. They will interfere with pedestrians and vehicles. The city irrigation controller for the street trees was off when I was on site a few weeks ago. I turned it on and adjusted the schedule to insure the trees survive. It was still running my program as of 6/25/03. I took a day off the program. Also, the city street trees have the electrical boxes zip tied to the trunks. Jack from Devcon spoke to the City representative regarding this issue. He was told the city employees would come out and adjust the zip ties. They have not and the ties are now binding into the trunks. This will kill the trees and needs to be addressed. The zip ties should not remain on the trees. Also, some of the Sycamores on Evelyn broke away from the tree ties. Someone from Devcon tied them up with some rope to help support them. They need to be taken care of with real tree ties. The Sycamore trees are rubbing against the poles in the wind and it is damaging the trees. They could also use a light prune to help with the wind and rubbing.

Pyrus, Ornamental Pears. *Pyrus Kawakamii* is very susceptible to Fireblight. One tree near the corner of Washington and Agena shows some signs of Fireblight. Fireblight in young trees can shut down the tree's transfer of water and nutrients and can lead to the death of the tree. In large trees it is more of a visual problem and in most cases does not kill the tree but is unattractive. Branches showing signs of Fireblight need to be pruned out and equipment kept sterilized. Biggest problem as noted above: limited soil depth and loose structure because some trees are over the garage, staking / guying etc.



JENSEN

Page Three – Horticultural Report

Trees (continued)

Ulmus parvifolia, Chinese Elm. Can get Texas Root Rot and a form of Anthracnose. No current disease issues other than a very mild aphid problem on two or three trees. Biggest problem as noted above: limited soil depth and loose structure because they are over the garage, staking / guying etc. Elm trees are in need of structural pruning and will be addressed.

Geijer parviflora, smaller tree to 30 feet. Evergreen. Likes well drained soil, with a deep root structure. Biggest problem as noted above: limited soil depth and loose structure because they are over the garage, staking / guying etc.

Jensen Landscape Services
Project Manager



JENSEN

IRRIGATION SYSTEM ANALYSIS REPORT

SITE NAME: Jensen Client

Prepared by: Jensen Irrigation Technician

DATE: 1/17/06

CONTROLLER MAKE AND MODEL: Infil MC 24 plus (older model) Make & Model of valves: Handla, 100 S weathermatic plastic
Controller Designation: Controller T - Leeward Street

URGENT PROBLEMS	STATION NUMBERS												TOTAL QTY.	KNOWN REPAIR COSTS ESTIMATES	UNKNOWN REPAIR ESTIMATES	COMMENTS	
	1	2	3	4	5	6	7	8	9	10	11	12					
Broken shrub sprinkler													0				
Broken shrub riser													0				
Broken 12" pop-up													0				
Broken Toro 300 stream rotor													0				
Straighten sprinklers		1											1				Repair broken equipment
Broken pipe (lateral)		1											0				Repair broken equipment
Broken pipe (main line)													0				Repair broken equipment
Stuck valve (turning constantly)													2				After valves located/repair
Additional analysis required													0				
Replace 3" pop up w/6" pop up													3				Coverage affected/proper head for area served
Replace brass champion head w/4" pop up													8				Brass will not adjust
Replace brass shrub head w/plastic													9				Coverage affected/proper head for area served
Replace 2" pop up w/6" pop up										1	2		6				Repair broken equipment
Replace non pop up 6"										1			1				Safety damage
BUDGET - not an urgent repair at this time																	
Move sprinklers to improve coverage		1	2	1	2	3							11				needed for proper plant growth and development
Add sprinklers to improve coverage		2	3	3							3		12				needed for proper plant growth and development
Separate mixed hydrozone(s)													0				
Mature shrubs blocking spray													0				

Sample

TOTAL ESTIMATE (12 STATIONS) \$0.00 \$0.00



JENSEN

Site Activity Report

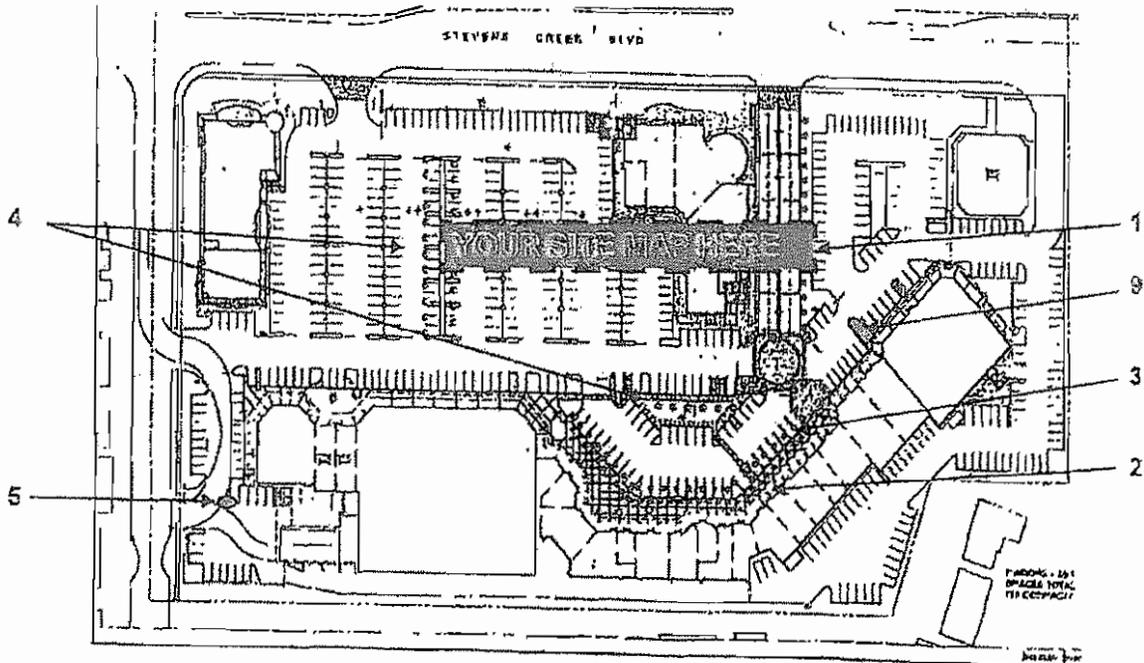
*** SAMPLE ***

Job Name: Jensen Customer
Date: 10/1/2006

Regional Manager: _____
Landscape Supervisor: _____

Item #	Description	Location	Priority	Date Due	Date Completed
1	Detail Daylilies and pull weeds throughout the area		1		
2	Pull weeds out of geranium pots		1		
3	Trim all Pyracantha along front of shopping stores		1		
4	Remove all flowers from Phormiums (New Zealand Flax)		2		
5	Detail Rosemary in back parking lot island		2		
6	Check and adjust tree stakes to all new trees as needed		3		
7	Turf to be mown, edged and blown		1		
8	Spray weeds in all landscape and turf areas		2		
9	Level debris from island where tree was ground & removed		1		
10	Trash pick up throughout property		1		
11					
12					
13					
14					
15					

PRIORITIES: 1 = ASAP, 2 = Complete on next service day, 3 = complete after higher priorities





JENSEN

ANNUAL CLIENT BUDGET - SAMPLE

Item	January '08	February '08	March '08	April '08	May '08	June '08	July '08	August '08	September '08	October '08	November '08	December '08	Total 2007
Item 1 - Contract modifications +2%	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$4,083.00	\$48,996.00
Item 2- Bark Mulch	see remediat												\$0.00
Item 3- Turf Renovation/aeration			\$1,750.00							\$1,750.00			\$3,500.00
Item 4- Tree Pruning and Health Care				\$4,500.00			\$3,000.00			\$19,000.00			\$26,500.00
Item 5- Color Installation													\$0.00
Item 6- Irrigation Repairs			\$2,500.00			\$2,500.00			\$2,500.00				\$7,500.00
Item 7 - Groundcover replacement	see remediat												\$0.00
Item 8 - 2nd story maintenance			\$650.00						\$650.00				\$1,300.00
Item 9 - IPM Insect, disease rodent					\$300.00								\$300.00
Item 10 - hardscpe maint(sweep, wash)				\$800.00									\$800.00
Item 11 - Fountain maintenance	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$1,175.00	\$14,100.00
Item 12 - Remediat Improvements		\$2,485.00	\$2,485.00	\$2,485.00	\$2,485.00			\$2,485.00	\$2,485.00	\$2,485.00	\$2,485.00		\$19,880.00
Monthly Totals	\$5,256.00	\$7,743.00	\$12,643.00	\$13,043.00	\$8,043.00	\$7,758.00	\$8,258.00	\$7,743.00	\$10,893.00	\$28,493.00	\$7,743.00	\$5,258.00	\$122,876.00