*19

CONTRACT

Project: City of Milpitas Parks Maintenance Service
Bid No: RFP 1197
Annual Not-To-Exceed Amount of Contract: (Years 1 & 2) $1,326,155
Annual Not-To-Exceed Amount of Contract: (Years 3 through 5) $1,369,638

THIS CONTRACT, made this 6th day of June, 2012, by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas" and **Terracare Associates** 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, this agreement shall become effective upon July 1, 2012; and

C. WHEREAS, the agreement shall be for two (2) years with three (3) single year renewal options unless otherwise terminated; and

D. WHEREAS, said Specifications include:

Part A – Notice of Request For Proposals
Part B – 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 – Non-Collusion Affidavit
Part J – Proposer's Statement Regarding Insurance Coverage
Part K – Worker's Compensation Insurance Certificate
Part L – Proposer's Nondiscriminatory Employment Certificate
Part M – Contractor's Proposal
Part N – Proposal Forms
Part O – Subcontractors List
Part P – Certificate of Compliance

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, and as modified as follows:

1. In accordance with the Terracare "Scope of Work and Proposal Revision" dated March 7, 2012, (attached) the term of the contract shall be changed to two (2) years with three (3) single year renewal options.

2. Also in accordance with "Scope of Work Proposal Revision" dated March 7, 2012, (attached) tree maintenance is limited to work under twelve (12) feet over traffic lanes and under eight (8) feet over pedestrian routes.

3. Maintenance of the irrigation systems which were removed in the "Scope of Work Proposal Revision" dated March 7, 2012 (attached) are reinstated per the email from Bill Horn dated Thursday, May 3, 2012 (attached) wherein Terracare agrees to assume responsibility for the irrigation systems, but not the backflow devices, which the City will take care of separately. Irrigation repairs and all other work outside the scope of the contract will be based on the personnel rates submitted plus materials, shipping and handling, if any (See attached Terracare Associates Extra Work Fee Schedule City of Milpitas, effective July 1, 2012). Materials shall be billed at cost plus 15%. For each repair contractor shall prepare a quote and submit it to the project manager for approval. For the addition of the irrigation maintenance and repair the City agrees too increase the contract allowance from $100,000 to $150,000 annually. See "Scope of Work Proposal Revisions" May 4, 2012, Section 3.4 Irrigation System Maintenance for formal acceptance of the conditions described in the aforementioned email from Bill Horn dated May 3, 2012.

4. Also, as part of the "Scope of Work Proposal Revision" dated March 7, 2012, (attached) Terracare agrees to purchase from the City of Milpitas a 2004 Toro 580D 16" Mower for $6,500.00 and a 2010 Toro 5910 16' Mower for $45,000.00, for a total of $51,500.00 amortized over the first two years of the contract. With regard to the Toro 5910 Mower, the City agrees to allow Terracare to store the mower at the Ayer Pump Station adjacent to the Sports Center at no cost to Terracare, per the email from Chris Schroeder to Bill Horn dated April 20, 2012. (attached)

5. Also, as part of the revised proposal Terracare agrees to purchase from the City of Milpitas the vehicles and equipment listed on "Milpitas Equipment List" dated 5/3/2012 (attached) for the amount of $35,465.00 amortized over the first two years of the contract. See email from Bill Horn dated May 4, 2012. Per the email from Bill Horn dated April 18, 2012 (attached) Terracare will remove all City of Milpitas logos and replace them with Terracare logos.

6. Based on the email from Bill Horn dated April 13, 2012 (attached) Terracare to the best of its ability, will submit within 30 days from the beginning of the contract a "Plant Material Initial Report" that identifies, by park missing or dead plant material, and notes the general health of the remaining plant material and any potential problems. To the best of it's ability Terracare will also submit within 30 days from the beginning of the contract an "Irrigation System Initial Report" that identifies, by park, all irrigation controllers,

stations, type of plant material watered, type of irrigation heads, and identifies any system deficiencies, etc.

7. Restroom closures will be handled by another company. Accordingly all restroom closure obligations set forth in the City responses to questions 10 and 16 (See attached) are deleted.

8. The scope of work is hereby further amended as follows: the contract term shall be two (2) years with three (3) one (1) year renewal options, The City response to questions 3 and 4 (See attached) correcting typographical errors, are adopted. An amended and restated Scope of Work incorporating these changes is also attached.

9. The $200,000.00 allowance for "As Needed" work was reduced to a final total of $150,000.00 per the "Scope of Work Proposal Revisions" dated May 4, 2012 (attached), and has been adjusted in the body of the RFP document.

10. In accordance with the email from Bill Horn dated May 22, 2012, (attached) page 32, clause "Cancellation of the Contract"; cancelation without cause is changed to six (6) months. And Clause "City Representative" is changed to Steve Erickson, Assistant Civil Engineer.

11. In summary the Terracare original bid price was $1,663,681. Various items were negotiated out and Terracare gave us a revised total of $1,219,638 with a $100,000.00 on-call and emergency response allowance for a total of $1,319,638. The City then negotiated the sale of two mowers for $51,500,00. Later the City negotiated the sale of the equipment listed on the "Milpitas Equipment List" dated 5/3/2012 (attached) for the amount of $35,465.00. Both purchases of equipment are to be amortized over the first two years of the contract. The City then negotiated back in the irrigation system maintenance and repair and agreed to increase the annual allowance by $50,000.00. Therefore the first two years of the agreement will be for $1,326,155.50, and the last three years of the agreement, not counting any increases, will be for $1,369,638.00.

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

City of Milpitas,
A Municipal Corporation

Terracare Associates

Thomas C. Williams, City Manager

Contractor's Signature

PRESIDENT
Title

Business Tax Compliance: Certificate No. _____

To Content: _____
Steve Erickson, Project Manager

Approved As
To Form: _____
Michael J. Ogaz, City Attorney

ATTEST:
By _____
Mary Lavelle, City Clerk

TERRACARE ASSOCIATES

City of Milpitas Parks Maintenance Service
RFP 1197

Scope of Work and Proposal Revisions
March 7, 2012

Proposed Scope and Price Revisions:

3.4 IRRIGATION SYSTEM MAINTENANCE

A. The existing irrigation system 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. Irrigation system repairs with the exception of repairs necessary due to CONTRACTOR negligence shall be considered "Extra Work" and are not included in the base contract. Backflow devices shall be certified annually. The cost of this service shall be considered "Extra Work" and is not included in base contract.

Tree Maintenance:

The CONTRACTOR is responsible for tree maintenance to a height of twelve (12) feet. Branches overhanging traffic lanes shall be kept trimmed to face of curb line and to a height of twelve (12) feet. Branches overhanging pedestrian routes shall be trimmed to a height of eight (8) feet above walkway. All maintenance and removal of trees over twelve (12) feet in height shall be considered "Extra Work" and is not included in base contract.

CONTRACT TERM:

The term of the agreement shall be for two (2) years with three (3) single years renewal options. Contract will include annual price increases not to exceed the Consumer Price Index (not seasonally adjusted), San Francisco-Oakland-San Jose, CA. The most recent index at the time of renewal will be applied, and will be compared to the prior year.

TERRACARE ASSOCIATES

PRICE REVISIONS:

Delete the following Parks being maintained by others:

Park Metro East	-$39, 072.00
Park Metro Middle	-$25,607.00
Park Metro West	-$38,401.00

Scope of Work Revision Value: -$140,963.00

TOTAL DEDUCTIONS: **-$244,043.00**

REVISED TOTAL ANNUAL MAINTENANCE CONTRACT

Total Base Proposal (the sum of all parks) $1,219,638.00

On – Call and Emergency Response Allowance $100,000.00

Total Proposal (Written in Figures) $1,319,638.00

Thank you for your consideration.

Cordially,

Bill Horn
Vice President

921 Arnold Drive Martinez, CA 94553
P. 925.374.0060 F. 925.374.0065
www.terracareassociates.com

TERRACARE ASSOCIATES

City of Milpitas Parks Maintenance Service
RFP 1197

Offer to Purchase Mowing Equipment
March 7, 2012

Proposed Purchase:

2004 Toro 580D 16' Mower
2,843 hours
Value: $6,500.00

2010 Toro 5910 16' Mower
519 hours
Value: $45,000.00

Total: $51,500.00

Terms:

To be negotiated.

Bill Horn
Vice President

921 Arnold Drive Martinez, CA 94553
P. 925.374.0060 F. 925.374.0065
www.terracareassociates.com

TERRACARE ASSOCIATES
Extra Work Fee Schedule
City of Milpitas

Effective July 1, 2012

LABOR RATES:

1. Landscape Maintenance Crewmember	$45.00 per hour
2. Landscape Maintenance Foreman	$50.00 per hour
3. Irrigation Technician	$65.00 per hour
4. Supervisor	$75.00 per hour

NOTE: Standard equipment and vehicles are included in the above labor rates.

INSTALLED UNIT PRICES (labor and materials included):

1. Shrub, 1 gallon	$15.00 each
2. Shrub, 5 gallon	$40.00 each
3. Tree, 15 gallon	$150.00 each
4. Tree, 24 inch boxed	$400.00 each
5. Groundcover flat	$60.00 each
6. Annual Color flat (25 count, 4 inch size)	$70.00 each
7. Redwood bark, per cubic yard	$140.00 each

DIRECT EXPENSES:

1. Additional materials and supplies	Cost plus 15%

Christopher Schroeder

From: Bill Horn [bhorn@terracareassociates.com]
Sent: Thursday, May 03, 2012 2:01 PM
To: Christopher Schroeder
Subject: RE: Contract Revisions

Got it.

Bill Horn, CLP, CLT
Vice President - Terracare Associates
921 Arnold Dr. | Martinez, CA 94553
Office: 925 374 0060 x301 | Cell: 925 383 0933 | Fax: 925 374 0065
bhorn@terracareassociates.com

Please consider the environment before printing this email.

From: Christopher Schroeder [mailto:cschroeder@ci.milpitas.ca.gov]
Sent: Thursday, May 03, 2012 1:49 PM
To: Bill Horn
Subject: RE: Contract Revisions
Importance: High

Please create a revision that accepts the maintenance of the irrigation system for the parks as specified in the original RFP, with the exception of any maintenance or annual testing on backflow devices, which the City will take care of separately. Irrigation repairs will be based on the personnel rates you submitted plus materials, shipping and handling. Materials shall be billed at cost plus 15%. For each repair you will need to prepare a quote and submit it to the project manager for approval.We agree to increase the contract allowance by $50,000.00.

From: Bill Horn [mailto:bhorn@terracareassociates.com]
Sent: Thursday, May 03, 2012 11:04 AM
To: Christopher Schroeder
Cc: Kris Dasso
Subject: Contract Revisions

Hello Chris,

Pursuant to our conversation yesterday, I will await an e-mail from you with specific information prior to creating an additional revision.

Thank you.

Bill

Bill Horn, CLP, CLT
Vice President - Terracare Associates
921 Arnold Dr. | Martinez, CA 94553
Office: 925 374 0060 x301 | Cell: 925 383 0933 | Fax: 925 374 0065
bhorn@terracareassociates.com

Please consider the environment before printing this email.

TERRACARE ASSOCIATES
Extra Work Fee Schedule
City of Milpitas

Effective July 1, 2012

LABOR RATES:

1. Landscape Maintenance Crewmember	$45.00 per hour
2. Landscape Maintenance Foreman	$50.00 per hour
3. Irrigation Technician	$65.00 per hour
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7. Redwood bark, per cubic yard	$140.00 each

DIRECT EXPENSES:

1. Additional materials and supplies	Cost plus 15%

City of Milpitas Parks Maintenance Service
RFP 1197

Scope of Work and Proposal Revisions
May 4, 2012

Proposed Scope and Price Revisions:

3.4 IRRIGATION SYSTEM MAINTENANCE

A. The existing irrigation system 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. Irrigation system repairs with the exception of repairs necessary due to CONTRACTOR negligence shall be considered "Extra Work" and are not included in the base contract. Contractor shall make the repairs per stated T&M rates or per written approved proposal. Material mark up shall be cost plus 15%. Backflow device certification is excluded from contract as per the revision dated March 7, 2012.

Tree Maintenance:

The CONTRACTOR is responsible for tree maintenance to a height of twelve (12) feet. Branches overhanging traffic lanes shall be kept trimmed to face of curb line and to a height of twelve (12) feet. Branches overhanging pedestrian routes shall be trimmed to a height of eight (8) feet above walkway. All maintenance and removal of trees over twelve (12) feet in height shall be considered "Extra Work" and is not included in base contract.

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Total Proposal (Written in Figures) $1,369,638.00

Thank you for your consideration.

Cordially,

Bill Horn
Vice President

Christopher Schroeder

From: Bill Horn [bhorn@terracareassociates.com]
Sent: Friday, April 20, 2012 2:36 PM
To: Christopher Schroeder
Cc: Greg Armendariz
Subject: Re: Milpitas Vehicles and Equipment

Thank you Chris. I appreciate the flexibility in the negotiations. Two years amortization will work fine for the equipment. I did meet again with our broker this week. We have narrowed our search down to four locations, with what I view as our most promising choice located in Milpitas.

Have a great weekend.

Bill

Sent from my iPhone

On Apr 20, 2012, at 2:15 PM, "Christopher Schroeder" <cschroeder@ci.milpitas.ca.gov> wrote:

> Greg and I have discussed your offer and have decided to accept it, provided that the total dollar amount is amortized over the first two years of the contract, the same as the two mowers in your first proposal. For the big mower, the Toro 2010 5910, I am empowered to offer you the use, free of charge, of the storage space next to the water tank that we use to store the mower. I will prepare a spread sheet that shows the pricing of the equipment you are purchasing, for your approval. Also, I wanted to let you know that based on the decision of City Council last Tuesday night we are moving closer to signing the contract. Have you located a suitable business location yet?
>
> ---
>
> **From:** Bill Horn [mailto:bhorn@terracareassociates.com]
> **Sent:** Wednesday, April 18, 2012 7:56 AM
> **To:** Christopher Schroeder
> **Cc:** Greg Armendariz
> **Subject:** RE: Milpitas Vehicles and Equipment
>
> Good morning,
>
> Would you be amenable to splitting the difference between our two proposals for the equipment?
>
> Thanks,
>
> Bill

	TerraCare Offer	Suggested Price	Difference	Negotiated Price
	$4,722.00	$6,800.00	$2,078.00	$5,761.00
	$2,277.00	$4,000.00	$1,723.00	$3,138.50
	$2,187.00	$4,000.00	$1,813.00	$3,093.50
	$2,562.00	$4,500.00	$1,938.00	$3,531.00
rt	$2,382.00	$4,500.00	$2,118.00	$3,441.00
	$1,550.00	$2,500.00	$950.00	$2,025.00
	$1,850.00	$2,800.00	$950.00	$2,325.00
	$1,850.00	$2,800.00	$950.00	$2,325.00
	$1,800.00	$3,100.00	$1,300.00	$2,450.00
	$500.00	$1,200.00	$700.00	$850.00
	$500.00	$800.00	$300.00	$650.00
	$100.00	$250.00	$150.00	$175.00
	$500.00	$1,000.00	$500.00	$750.00
	$2,500.00	$3,800.00	$1,300.00	$3,150.00
	$850.00	$1,000.00	$150.00	$925.00
	$750.00	$1,000.00	$250.00	$875.00
	$26,880.00	$44,050.00	$17,170.00	$35,465.00

Christopher Schroeder

From: Bill Horn [bhorn@terracareassociates.com]
Sent: Friday, May 04, 2012 8:17 AM
To: Christopher Schroeder
Cc: Dean Murphy; Kris Dasso
Subject: RE: City Vehicles

Accepted.

Bill Horn, CLP, CLT
Vice President - Terracare Associates
921 Arnold Dr. | Martinez, CA 94553
Office: 925 374 0060 x301 | Cell: 925 383 0933 | Fax: 925 374 0065
bhorn@terracareassociates.com

Please consider the environment before printing this email.

From: Christopher Schroeder [mailto:cschroeder@ci.milpitas.ca.gov]
Sent: Thursday, May 03, 2012 3:56 PM
To: Bill Horn
Subject: City Vehicles
Importance: High

Per our conversation of this morning, here is the spread sheet of the vehicle costs we discussed. If you are in agreement that your company will accept these vehicles at the negotiated price, which will be deducted from the contract over the first two years, please respond affirmatively by return email.

Thanks!

hristopher Schroeder

rom: Bill Horn [bhorn@terracareassociates.com]
ent: Wednesday, April 18, 2012 7:56 AM
o: Christopher Schroeder
c: Greg Armendariz
ubject: RE: Milpitas Vehicles and Equipment

ood morning,

ould you be amenable to splitting the difference between our two proposals for the equipment?

anks,

ll

ill Horn, CLP, CLT
ce President - Terracare Associates
21 Arnold Dr. | Martinez, CA 94553
ffice: 925 374 0060 x301 | Cell: 925 383 0933 | Fax: 925 374 0065
orn@terracareassociates.com

TERRACARE ASSOCIATES

Please consider the environment before printing this email.

---

om: Christopher Schroeder [mailto:cschroeder@ci.milpitas.ca.gov]
ent: Tuesday, April 17, 2012 10:37 AM
o: Bill Horn
c: Greg Armendariz
ubject: RE: Milpitas Vehicles and Equipment

r your request here is a list of the vehicles and equipment and our counter offer to your suggested pricing. Please t back to me after you have had a chance to review it.

anks

---

om: Bill Horn [mailto:bhorn@terracareassociates.com]
ent: Tuesday, April 17, 2012 9:48 AM
o: Christopher Schroeder
c: Greg Armendariz
ubject: RE: Milpitas Vehicles and Equipment

nderstand on restrooms. On the list of vehicles and equipment, can you give me individual counter fers to the numbers I provided? We are willing to negotiate as we would like to use the trucks and quipment. We would be responsible for removing the logo's on the vehicles.

ill Horn, CLP, CLT
ce President - Terracare Associates
21 Arnold Dr. | Martinez, CA 94553
ffice: 925 374 0060 x301 | Cell: 925 383 0933 | Fax: 925 374 0065
orn@terracareassociates.com

ıristopher Schroeder

om: Bill Horn [bhorn@terracareassociates.com]
ent: Friday, April 13, 2012 3:58 PM
: Christopher Schroeder
: Dean Murphy; Greg Armendariz
ıbject: Re: Initial Reporting

greed.

ent from my iPhone

n Apr 13, 2012, at 3:46 PM, "Christopher Schroeder"
schroeder@ci.milpitas.ca.gov> wrote:

Bill:

Based on our conversation of a few minutes ago, you agreed that you would not have an issue doing some initial reporting for us as it is very nearly what you are already doing in your Interview Proposal under "Goals for the first 90 days". To spell it out hear is what we are looking for.

1. TerraCare, to the best of its ability, will submit within 30 days from the beginning of the contract a "Plant Material Initial Report" that identifies, by park, missing or dead plant material, and notes the general health of the remaining plant material and any potential problems.

and

2. TerraCare, to the best of its ability, will submit within 30 days from the beginning of the contract a "Irrigation System Initial Report" that identifies, by park, all irrigation controllers, stations, type of plant material watered, type of irrigation heads, and identifies any system deficiencies, etc.

If you are in agreement with these two requests, please so indicate by return email.

Thanks!

Questions for Bid RFP #1197 - City of Milpitas Parks maintenance service

Question #1
Would you please clarify what the start date is on Project 1197. Also; the current vendor, current monthly compensations for services.
Feb 17, 2011 9:45:02 AM MST
By: Park West Landscape Maintenance INC - Parkwest

Answers #1
The start date would be July 1 2011. There is no current contractor.
Feb 17, 2011 11:57:16 AM MST
By: chrisschroeder

Question #2
Does this project require a bid bond or a performance bond?
Feb 17, 2011 2:21:34 PM MST
By: East Bay Construction, Inc. - ebcc1

Answers #2
No.
Feb 17, 2011 2:43:23 PM MST
By: chrisschroeder

Question #3
Three typos havde been identified in the bid, here are the corrections.
Feb 18, 2011 9:37:44 AM MST
By: City of Milpitas - chrisschroeder

Answers #3
1.)Page 25 INDEPENDENT CONTRACTOR last sentence, insent "all" between at and times to read ... ,shall at all times be considered independent Contractors and not agents of the zcity of Milpitas.
2.)Page 33 CONTRACT INCORPORATION last sentence, delete the words "performance bond(s).
3.Page 37 RIGHTS RESERVED The last sentence shall end ... at the expense of the Contractor. Delete ...,including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.
Feb 18, 2011 9:49:15 AM MST
By: chrisschroeder

Question #4
A fourth typo has been identified in the bid, here is the correction.
Feb 18, 2011 10:13:46 AM MST
By: City of Milpitas - chrisschroeder

Answers #4

1.) Page 24 EXECUTION OF CONTRACT, in the second sentence delete "required bonds and"
Feb 18, 2011 10:15:26 AM MST
By: chrisschroeder

Question #5
Has the city committed to going to an outside contractor, or is this bid a fact finding process to see if it is more financially beneficial to go to an outside contractor?
Feb 21, 2011 4:18:32 PM MST
By: Terracare Associates LP - mike_farrell34

Answers #5
Yes, this is a fact finding mission, but if the bid is good enough the City will definately consider going to an out side contractor. Ultimately the decision is up to the City Council to make.
Feb 22, 2011 10:30:58 AM MST
By: chrisschroeder

Question #6
Can you provide the 2010 or 2011 city budget for this work?
Feb 22, 2011 12:27:13 PM MST
By: Terracare Associates LP - mike_farrell34

Answers #6
The budget numbers are as folows: Personnel Cost: $1,778,169; Services & Supplies: $461,778. Total: $2,239,947. These figures are a matter of public record and can be found on the City website under the Annual Budget.
Feb 22, 2011 3:55:04 PM MST
By: chrisschroeder

Question #7
Is there a requirement to drag the baseball fields and also do any cinder renovation during the year?
How many of the 400-500 trees that need to be pruned per year are over 15'
At Calaveras Ridge - the weed abatement area - how many sq. ft. is it. What kind of abatement- weed whipping, discing, mowing?
Feb 24, 2011 10:01:23 AM MST
By: Terracare Associates LP - mike_farrell34

Answers #7
The fields are dragged and renovated prior to the season. Cinder fill is provided and kept smooth and level as needed, and is spike draggeed monthly.

80% of the trees are over 15 feet tall.

The area is 1.8 acres and it is done by disking only. The disking is done in May each year.
Feb 24, 2011 12:19:12 PM MST
By: chrisschroeder

Question #8
Can you submit proposals electronically?
Feb 25, 2011 9:04:49 AM MST
By: City of Milpitas - chrisschroeder

Answers #8
Yes. There seems to be some confusion in regard to submitting electronic proposals. They are not only allowed, they are preferred. Therefore on page 28 under PROPOSAL SUBMITTAL, in the last sentence, please delete the word electronic.
Feb 25, 2011 9:09:38 AM MST
By: chrisschroeder

Question #9
In parks where there is no bark currently in planting beds (like Dixon Landing) what is the requirement - will we have to install bark to the 2" level?

Same thing with annual color - if there is no annual color currently at the monument sign, do we figure all parks signage for color whether there is currently some of or not?

Is there any requirement for the concession stands at some of the parks - any type of repairs for the inside of the stands?
Feb 25, 2011 3:31:15 PM MST
By: Terracare Associates LP - mike_farrell34

Answers #9
Yes, you will need to install bark to the two inch level. Yes, add annual color to all park monumnent signage. Yes, you are responsible for all minor repairs,such as lights, counter tops, electrical, stopped up sinks, etc., including maintenance of the ice machines.
Feb 28, 2011 9:48:26 AM MST
By: chrisschroeder

Question #10
What times do the restrooms need to be closed by?
Feb 28, 2011 11:23:11 AM MST
By: Jensen Landscape Services - Fifer

Answers #10
All restroom have to be closed by 10 PM.
Feb 28, 2011 1:32:44 PM MST
By: chrisschroeder

Question #11
Are workers on site subject to e-verification?
Feb 28, 2011 11:23:45 AM MST
By: Jensen Landscape Services - Fifer

Answers #11
The City does not have an ordinance mandating the use of the federal E-Verify system and this RFP similarly does not require contractors to use it.
Feb 28, 2011 1:30:31 PM MST
By: chrisschroeder

Question #12
Is the maintenance of the Parcourse and its fixed equipment between Yellowstone and Sinnott included?

At Higuera Adobe Park there is a house next to the bathroom facilities, is there any maintenance for that?

The Slough that runs between the lagoon and the Tennis court side of Hall Memorial, is there any maintenance requirement for that?
Mar 1, 2011 11:33:42 AM MST
By: Terracare Associates LP - mike_farrell34

Answers #12
Yes, the Parcourse is included.
No, you do not have to maintain the house next to the restrooms.
No, you do not have to maintain the slough.
Mar 1, 2011 11:57:53 AM MST
By: chrisschroeder

Question #13
Can you email out a bidder list, thanks.
Mar 1, 2011 11:46:34 AM MST
By: Terracare Associates LP - mike_farrell34

Answers #13
A Pre-Bid Conference Attendees List has been posted to the system as Addendum No. 4
Mar 1, 2011 12:13:14 PM MST
By: chrisschroeder

Question #14
Are any chemical treatments allowed for the care of the ponds?
The community garden that is mentioned, where is it?
On a park like Pinewood where a great deal of the Ice Plant has died off and there are large areas of bare dirt - does the city expect the chosen contractor to bark those areas?

Mar 3, 2011 6:15:58 AM MST
By: Terracare Associates LP - mike_farrell34

Answers #14
Yes, cattails and weeds along the banks are sprayed with Rodeo.
The Community Garden is just north of Augustine Park.
In regard to Pinewood, remove the dead ice plant and bark the bare areas.
Mar 3, 2011 9:15:13 AM MST
By: chrisschroeder

Question #15

I have a question regarding prevailing wageâ□¦what classification is the prevailing wage. Which schedule State or County? And is each service is going to get classified under it's a different designation? Example, landscaping under landscaper, tree work under tree pruner/climber, bathroom cleaning under etcâ□¦
Mar 4, 2011 9:42:17 AM MST
By: TruGreen LandCare - jimlawrence

Answers #15
"The California Department of Industrial Relations publishes prevailing wage information applicable first on a statewide basis and then, depending upon the trade and/or classification, on a county or regional level. Attention is drawn to the information at http://www.dir.ca.gov/dlsr/statistics_research.html. Work by specific trades and/or in specific classifications must be paid at or above the designated rates. The City mandates only compliance with the applicable state wage requirements."
Mar 4, 2011 11:58:59 AM MST
By: BGreiner

Question #16
What times do the restrooms need to be opened by.
What time is the earliest they can start being closed?
Mar 4, 2011 12:13:48 PM MST
By: Jensen Landscape Services - Fifer

Answers #16
Begining at 6:00 am -9:30 pm
Mar 4, 2011 12:27:44 PM MST
By: BGreiner

Question #17
In the specifications a general trash clean up is supposed to happen every Monday. Can this happen through out the day on Mondays or is there a specific time trash needs to be collected by?
Mar 4, 2011 12:15:55 PM MST
By: Jensen Landscape Services - Fifer

Answers #17
Begin early morning to be completed as early as possible.
Mar 4, 2011 12:29:10 PM MST
By: BGreiner

Question #18
Is there a specific day in which all BBQs need to be cleaned?
Mar 4, 2011 12:18:10 PM MST
By: Jensen Landscape Services - Fifer

Answers #18
No, depending on number of park rentals per week and cleanned and ready by every weekend for use.
Mar 4, 2011 12:30:07 PM MST
By: BGreiner

Question #19
Are there any specific regulations as far as posting or park closures in regards to spraying pesticides?
Mar 4, 2011 12:25:17 PM MST
By: Jensen Landscape Services - Fifer

Answers #19
Yes, if hazzard materials are being used.
Mar 4, 2011 12:32:10 PM MST
By: BGreiner

Question #20
Upon contract award, will there be a scheduled walkthrough prior to turn over to identify status quo vs what is in the specifications?
Mar 4, 2011 12:31:34 PM MST
By: Jensen Landscape Services - Fifer

Answers #20
yes
Mar 4, 2011 12:32:53 PM MST
By: BGreiner

Question #21
At the Milpitas Sports Center, is the entire L shaped parking lot and all coverings included?
Mar 7, 2011 10:42:29 AM MST
By: Jensen Landscape Services - Fifer

Answers #21

The sports center parking lot begins at the Milpitas Teen Center sign and continues north from there. Basically it is the area not covered by solar panels.
Mar 7, 2011 4:36:59 PM MST
By: chrisschroeder

Question #22
At the Milpitas Sports Center, is the pool included?
Mar 7, 2011 10:43:21 AM MST
By: Jensen Landscape Services - Fifer

Answers #22
The Sports Center Pool is not included.
Mar 7, 2011 4:37:49 PM MST
By: chrisschroeder

Question #23
Can green waste be dumped at the City dump as well as the garbage from the trash cans?
Mar 7, 2011 11:14:28 AM MST
By: Terracare Associates LP - mike_farrell34

Answers #23
Green waste should generally be kept seperate from trash can waste and dumped at the recycling center at Newby Island landfill.
Mar 7, 2011 4:44:30 PM MST
By: chrisschroeder

Question #24
For Russell Jr High School Joint Use Field, is the area highlighted in Red on the site map provided with the RFP the only area we are responsible for?
Mar 7, 2011 11:37:34 AM MST
By: Jensen Landscape Services - Fifer

Answers #24
The area outlined in red is all that you are responsible for at Russell joint use field.
Mar 7, 2011 4:45:48 PM MST
By: chrisschroeder

Question #25
Do we need to list total bid price (annual amount) per park? Or total for all parks only?
Mar 7, 2011 1:26:24 PM MST
By: TruGreen LandCare - jimlawrence

Answers #25
Yes, there is a Bid Proposal form for each park as well as a requested total at the end of the form on page 97.
Mar 7, 2011 4:50:56 PM MST

By: chrisschroeder

Question #26
is the green waste able to be dumped under the city's account or is it a cost in the contract?
Mar 7, 2011 4:55:08 PM MST
By: Terracare Associates LP - mike_farrell34

Answers #26
All waste dumped at Newby Island is on the City's account.
Mar 7, 2011 5:11:58 PM MST
By: chrisschroeder

Question #27
In regards to the requirement for a certified Playground inspection weekly - does the inspection need to be done by a certified inspector every week?

Also, in speaking with several contractors in that industry, they all stated that there is no certified installer, what exactly is required to make a major repair on a playground apparatus?
Mar 7, 2011 6:06:24 PM MST
By: Terracare Associates LP - mike_farrell34

Answers #27
Yes, the inspection needs to be done by a certified inspector every week. Major repairs on playground apparatus should be made by the play structure manufacturer or their recommended installer/repair company.
Mar 8, 2011 2:22:49 PM MST
By: chrisschroeder

Question #28
Who is the current contractor for the Bathrooom Security lock and unlock? And what is their current budget?
Mar 8, 2011 11:42:03 AM MST
By: TruGreen LandCare - jimlawrence

Answers #28
The current contractor is First Alarm Security and Patrol, Inc. They do not unlock in the morning, they only lock up at night. The annual contract amount is $27,900.
Mar 8, 2011 2:27:51 PM MST
By: chrisschroeder

hristopher Schroeder

o: Bill Horn
ubject: RE: Contract Changes
checked with Principal Civil Engineer Kathleen Phalen, and the City agrees.

---

rom: Bill Horn [mailto:bhorn@terracareassociates.com]
ent: Tuesday, May 22, 2012 8:40 AM
o: Christopher Schroeder
c: Dean Murphy; Kris Dasso
ubject: Contract Changes

s discussed yesterday, we need to change C. on first page of the Contract to say 2 years with 3 single ear options. Also in reviewing Terms and Conditions it states that you have the ability to cancel the ontract without cause with 30 days written notice. We believe given our commitment to your City, that change to 6 months would be more reasonable. That would give us time to make arrangements with ur people and our facility. You list the City representative as Garry Mahan. We just wanted to check nd make sure that he is the correct individual. Finally the contract length is again referenced incorrectly this section. It says one year with 2 one year renewals. We need to change that to what we agreed on s well.

hank you for your consideration.

ill

ill Horn, CLP, CLT
ice President - Terracare Associates
21 Arnold Dr. | Martinez, CA 94553
ffice: 925 374 0060 x301 | Cell: 925 383 0933 | Fax: 925 374 0065
horn@terracareassociates.com

Please consider the environment before printing this email.

City of Milpitas

NOTICE

REQUEST FOR PROPOSALS

RFP 1197

For

City of Milpitas Parks Maintenance Service

Notice is hereby given that sealed proposals will be received at the Purchasing Office, until March 11, 2011 at 2:00 PM local time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

City of Milpitas Parks Maintenance Service to provide all aspects of landscape maintenance and daily park operation, including equipment maintenance and repair of all park amenities for 29 city parks

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. (c) If the supplier chooses to submit the bid directly to the City in writing: The bid must be signed in ink, sealed, and delivered to the City of Milpitas Information Counter in the first floor lobby of City Hall at 455 E. Calaveras Blvd. Milpitas CA 95035 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. It is the sole responsibility of the supplier to ensure their bid reaches The City of Milpitas Purchase Division before the closing date. Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will be returned unopened.

Specifications. Specifications may be examined and obtained at no charge on the Public Purchase website, or by calling 408-586-3162.

Pre-Bid Conference. A **MANDATORY** pre-proposal conference will be held at **10:00 AM on February 23, 2011** in the Committee Meeting Room off the first floor lobby of City Hall at 455 E. Calaveras Blvd. Milpitas CA, 95035-5411.

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.

_____

Signature
Purchasing Agent

Published: Milpitas Post
Feb. 18

Request for Proposal 1197

for

City of Milpitas

Parks Maintenance Service

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

Date of Issuance: February 16, 2011
Bid Deadline: March 11, 2011

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Exhibit A "INSURANCE REQUIREMENTS"

SCOPE OF WORK

City of Milpitas Parks Maintenance Service

INTRODUCTION

Milpitas is located in Santa Clara County, California. It is situated with San Jose to its west and south and Fremont to its north. The City extends past the eastern portion of Highway 237 and up into the foothills. With the Alameda County border directly to the north, Milpitas sits in the extreme northeast section of the South Bay. The majority of the City's population is generally located between Interstate freeways 680 and 880, which run roughly north/south through the City. Milpitas is a unique community with a distinctive history. The City was incorporated in 1954, and most of the residential development occurred in the 1960's and 1970's. As late as the 1950's, the City was a rural area with a population under 1,000 residences. Most of the City's parks were therefore created in a relatively compressed time period and constructed as part of subdivision developments. As a result, many of the parks are similar in design, appearance, and range of amenities offered. Most parks are 30 to 40 years old.

The City of Milpitas has 29 parks of various types as listed below, with various amenities per park All together the parks encompass a total of 169.40 acres of which 122 are turf acres. Among other things the parks include 20 tennis courts, 3 full basketball courts 4 half courts, 9 baseball fields, 5 softball fields, 1 football field, and 2 soccer fields. Soccer also shares with 5 other fields. Youth groups practice baseball/soccer at 5 other parks. Twice a year soccer fields have to be converted to baseball fields.

The City is seeking a CONTRACTOR to provide a full service replacement for its parks maintenance division, to provide all aspects of landscape maintenance and daily park operation, including equipment maintenance and repair for all park amenities.

EXISTING PARK CLASSIFICATIONS

A park classification system is the basis for park planning within the community. It defines the types of parks the system consists of, describes what facilities each type will contain The Milpitas park system includes all of the following categories. In general, the system is characterized predominately by mid-sized, neighborhood parks that serve the entire community as well as the local neighborhood.

Community Parks: Community parks typically contain regulation-size ball fields and courts, space for informal games and activities, picnic and gathering areas, children play areas and parking.
Neighborhood Parks: Neighborhood parks in the City are typical walk-to parks that serve the immediate neighborhood, providing open space for informal play.
Urban Parks: Urban parks are small facilities, generally less than one acre in size, which accommodate the daily recreation or passive needs of nearby residents. They typically can include children's play areas, sitting areas, and limited green space, but are not large enough to contain sports fields.
Linear Parks: Linear parks are narrow corridors of land that have been developed primarily as a trail system. Linear parks may also include other small scale facilities such as picnic tables and benches. Milpitas has taken advantage of the Hetch Hetchy right-of-ways for the development of a linear park system.
Special-use Parks: The Special-use Parks include a park with a special element such as a historical building, unique views, or unique use like a dog park.
School Facilities: The Milpitas Unified School District allows mutual use of recreation facilities,

such as ball fields, pools, and other sports fields.

PART 1 – GENERAL WORK REQUIREMENTS

1.1 SUMMARY

A. Nature of Work. The City is seeking a CONTRACTOR to provide a full service replacement for its in-house parks maintenance division, to provide all aspects of landscape maintenance and daily park operation, including equipment maintenance and repair for all park amenities. The scope of work of this contract will include all labor, plants, tools, equipment, transportation, implements, insecticides, fungicides, fertilizers, disposal fees and other necessary items. The City of Milpitas has 29 municipal parks subject to this RFP of various types encompassing a total of 169.40 acres of which 122 are turf acres. Among other things the parks include 20 tennis courts, 3 full basketball courts 4 half courts, 9 baseball fields, 5 softball fields, 1 football field, and 2 soccer fields. Soccer also shares with 5 other fields. Youth groups practice baseball/soccer at 5 other parks. Twice a year soccer fields have to be converted to baseball fields.

B. Combination of Regularly Scheduled and "As Needed" Work. The CONTRACTOR will be required to perform both regularly scheduled work and unanticipated "as needed" maintenance, clean up and repair work (e.g,. unscheduled restroom clean up after an unusually large picnic area party rental) as directed by the City.

C. Change Orders or Additions. The City reserves the right to add additional parks to the contract as they are completed or come off contract with other companies. Compensation for each additional park shall be based on the terms and conditions of this request for proposal.

A general breakdown of the duties required to be performed under the contract follows.

1.2 SUBMITTALS

A. 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/Herbicide 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 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 parks 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 City daily 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

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

B. Fertilizers and Aeration

1. All park turf areas shall be fertilized twice a tear. All athletic fields shall be fertilized four times per year. During winter (October through March) CONTRACTOR shall use a 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. Fertilizer is to be applied according to the manufacturer's recommendations of the number of pounds per acre.

   During spring and summer (April through September) CONTRACTOR shall use a commercial fertilizer for turf areas, 25-4-8 slow release fertilizer with I.B.D.U. or approved equal. Fertilizer is to be applied according to the manufacturer's recommendations of the number of pounds per acre.

2. All turf shall be aerated twice a year. Athletic fields shall be aerated four times a year.

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.

C. As part of their proposal, Proposer shall provide a list of equipment that will be used to service any contract resulting from this bid. The City reserves the right to perform a physical inspection of the Proposers offices, yards or other locations to verify the Proposer possesses the required volume of equipment to service the City's requirements, as specified.

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 or lack of maintenance 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. The City typically only uses "CAUTION" labeled chemicals, anything else must be approved in advance by the City. 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. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional applications shall be made, at no additional cost to the City, until target species is eliminated. All turf and landscape areas are to be treated annually in the fall and again in the spring with a systemic pre-emergent granular weed control agent

for the control of both broadleaf and grassy weeds. This application shall be included in the base price for the Contract. The material to be used and the application method proposed shall be approved by the City prior to application.

C. 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.

D. 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 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 meter to the nozzle including the field controllers, main lines and laterals up to the 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. Backflow devices must be certified annually and maintained as needed.

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 on a daily basis.

4. The repair of all irrigation 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. Annual blowing out of lateral lines to remove debris by removing the last irrigation head and flushing the lines.

10. Monthly exercising of controllers and valves.

11. Monthly checking of mains, laterals, risers and heads for leaks.

12. Raising and/or straightening of heads that are sunken and/or tipped as necessary or as directed.

13. Cleaning and adjusting valves, emitters, bubblers and sprinkler heads for optimum performance.

14. Report promptly to the CITY all accidental damage that may or may not have resulted from CONTRACTOR's negligence or operations.

15. The completion of the WEEKLY IRRIGATION SYSTEM REPORTS to be submitted with the MONTHLY INVOICE for review before payment.

C. Irrigation System Scheduling

1. Irrigation shall be scheduled with appropriate frequency and duration to meet the water requirements of the plants served by the valve.

2. Irrigation frequency shall be determined by the evaporative demand and rainfall. Irrigation frequency shall be adjusted as necessary to account for predicted changes in weather and water use.

3. Irrigation duration shall be adjusted for each valve to apply the appropriate amount of water required to wet the root zone of the plants within that irrigation zone. Irrigation duration shall consider the following:

- Precipitation rate (inches per hour) of the specific sprinkler operated by that valve.
- Infiltration rate of the soil.
- Water holding capacity of the soil (inches of available water per foot of soil).
- Rooting depth of plant material:

Turf	8"
Ground cover	12"
Shrubs	24"
Trees	36"

4. Irrigation shall be applied in a manner to avoid erosion, excessive run-off, ponding, or creation of a waterlogged soil condition.

D. Controller:

1. Irrigation controllers shall be programmed as much as necessary, and as climate conditions dictate or as directed by the City

1. Controller programming shall adhere to the scheduling requirements set forth by the City, if any.

3. Controller programs shall be designed to conserve water and encourage deep rooting of all trees and ground cover.

4. Controllers shall be set to irrigate between the hours of 9:00 p.m. and 5:00 a.m.

5. Contractor is responsible for supplying replacement batteries in the controllers and remotes at no additional cost to the City.

3.5 FERTILIZATION

A. All park turf areas shall be fertilized two times per year, all athletic fields shall be fertilized four times per year, and watered immediately after fertilization to prevent burning of grasses.

3.6 PESTICIDE AND HERBICIDE 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.

E. 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. Contractor shall develop and submit a mowing schedule.

2. The cutting edges of all mowing equipment shall be kept in proper adjustment.

3. Bruising, scalping or rough cutting of lawn will not be permitted.

4. All debris shall be removed from turf areas by the CONTRACTOR prior to mowing.

5. Turf shall be cut to a height of 2" to 21/2" from November through February, and 21/2" to 3" from March through October. All athletic fields shall be maintained at a height of 2" to 2 1/2 " at all times.

6. CONTRACTOR must use mulching mowers and all turf cuttings shall be mulched into the site, including the athletic fields.

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 shall be cut back a minimum of 12 inches from the base of any tree.

3. Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers and other structures while trimming.

D. Turf shall be aerated twice per year for all parks and four times per year for athletic fields, 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. Ground cover includes shrubs, assorted groundcovers, and vines. Hedge or edge all groundcovers to keep in bounds.

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 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.

4.0 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.

ADDITIONAL DUTIES

Athletic field/court maintenance:
Fields must be well maintained and in ready to use condition all year round. Inspections must be conducted weekly during the off season and daily during the season. Aerating shall be done quarterly. Seeding is done annually and during the off season. Adding soil amenities is normally done during aeration or seeding. Striping of the football field is required before every game. Baseball and soccer fields are stripped by the leagues. Cutting base lines is performed annually and as needed. Fertilizing is done seasonally four times a year as per section 2.1 B above. CONTRACTOR is responsible for installing base pegs, mounds etc., and backboard and fence repairs as needed. Dug outs must be kept in good repair and free of graffiti. Backstops, all boards must be kept in good repair, painted annually or as needed to remove graffiti. Athletic fields and courts must be kept free of litter, broken glass, pop tops and other debris. All tennis and basketball courts shall be cleaned weekly of all sticky or unsightly residue, gum, etc.

Mechanical weed control: Removal of all weeds along walls, fences, poles, guy wires, curbs, sidewalks, mowing strips, other objects within or immediately adjacent to lawn areas and through out athletic fields.

Restroom maintenance: 15 restrooms per day 7 days a week, (including holidays). Opening: Restroom opening starts at 5:30 AM and must be complete by 8 AM Restrooms must then be cleaned, including scrubbing and disinfecting all toilets, urinals, and sink basins. All floors must be washed daily and squeegeed out so as to leave no standing water, all dust and cobwebs shall be removed from walls and rafters inside and outside of the restroom. Activate all faucets and hand dryers. Flush all toilets and urinals and check for proper operation. Unplug any plugged fixture drains immediately. The restroom must be restocked as needed, including replacing light bulbs, and making any repairs of leaks or inoperable equipment as fast as scheduling permits. For purposes of this Contract, "regularly scheduled work" shall constitute once a day, daily work as set forth in this paragraph. Only work not covered by the preceding sentence shall be considered discretionary "as needed" work subject to the $200,000 allotment.

Restroom Security: 14 restrooms must be locked and secured each evening. All damage, non-functional equipment, trash buildup, or acts of vandalism or graffiti must be reported to the City daily and dealt with according to the requirements listed herein. The restrooms at the Russell School Bobby Sox Complex are kept clean by the City but opened and closed by the user groups. Restroom security is 7 nights a week, 365 days a year. **At this time the City is under contract to another company until June of 2012, at which time it is**

anticipated that Contractor will assume this responsibility. Please submit pricing for this service on the space provided on the Proposal Form, page 97.

Park clean up: All parks are cleaned each Monday and include removing all trash and debris from picnic areas and all path ways, and raking leaves and other organic debris from the picnic areas. Picnic tables, benches and surrounding concrete shall be washed as necessary to be kept clean of spilled food and drink. Parks are monitored every day and cleaned as necessary depending on weather conditions and usage. Clean up must occur after all scheduled events, company picnics, birthdays, celebrations, etc. Contractor will be provided with schedule of events by the City.

Empty garbage cans: The City has 360 cans. The City will provide a garbage truck; contractor must provide a licensed operator. Depending on park usage the number of cans to be dumped varies from 300-700 cans per week based on a four day per week pick up route. One loop of the route generally takes two days to complete. During the spring and summer months (April thru September) all cans must be checked and/or emptied prior to 5 PM on Friday. When the truck is full Contractor may dump out without charge at the Newby Island Landfill. The landfill is operated by Republic Services and is located at 1601 Dixon Landing Rd. Milpitas, CA 95035. Contractor must wash out the truck at the end of each route at the City wash rack in the Corporation Yard at 1265 North Milpitas Blvd. Contractor shall perform lubrication of compaction unit according to manufacturers specifications. Damages to the vehicle shall be the responsibility of the contractor.The vehicle cab shall be kept in a clean well maintained manner. Damaged or vandalized cans must be replaced as needed and will be supplied by the City. For purposes of this Contract, "regularly scheduled work" for emptying of garbage cans shall constitute a four day per week pubic up route. Only work not covered by the preceding sentence shall be considered discretionary "as needed" work subject to the $200,000 allotment.

Playground/Park light inspections and replacements: All parks are inspected weekly for light operation, timer accuracy, and photo cell operation. All bulbs must be replaced as needed and as per service requests. Due to the height of the lights at the Football field and Sports Center field bulbs do not have to be replaced until a total of 6, or two on one pole are burned out. There are 27 parks with lighting systems. Lighting includes parking lot and security/path way lights, athletic court and field lighting, and all interior and exterior restroom lighting. All play structures and play ground areas are inspected weekly. There are 34 play structures. All playground inspections must be conducted per U.S. CPSC requirements. Weekly reports must be provided to the City.

Playground repairs/adjustments. Adjustments include maintaining proper surface material (sand and/or fibar) height, under swings and slides. Damaged equipment must be repaired and/or secured immediately. Repairs must be made using original manufacturer parts. Swings must be kept untangled and unwrapped from poles. Major repairs must be conducted by a certified playground installer. Approx 40 repairs are preformed per year.

Light repairs: Includes receptacles, ballasts, photocells, clocks, circuit breakers, fuses and wiring; and includes maintaining eight (8) scoreboards in full operational condition. Approximately 150-200 repairs are performed per year.

Dog Park: Clean up must be twice a week and include litter, debris and emptying garbage cans. Repair of holes in turf and removal of any tripping hazards. All fences, gates and benches, and drinking fountains must be maintained in good operational condition. All maintenance and mowing in the dog park must occur between 8 AM and 12 noon on Thursdays No chemical weed controls are allowed in the dog park.

Graffiti: All graffiti must be removed within 24 hours of being spotted or reported using graffiti remover, water and or sand blasting, and or painted over with a matching color on tables or benches or other painted surfaces. Approximately 120-150 incidents of graffiti are removed per year equivalent to approximately 15,000 square feet.

Tree maintenance: The parks contain approximately 3000 trees of which approximately 400-500 are trimmed per year on an as needed basis. Approximately 25-50 are removed and replaced each year. Replacement trees shall be from the City's approved tree list and a minimum of 15 gallons in size. Maintenance includes removal of all hazards due to age, storm damage or vandalism. Trees which are staked shall have supports kept in good repair. Any broken or damaged supports or ties shall be replaced as soon as possible. Staking shall remain in place until trees are fully capable of self support. Trees which have low hanging, diseased, dead or broken branches shall be trimmed by contractor. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of twelve (12) feet. Branches overhanging pedestrian routes shall be trimmed to a height of eight (8) feet above the walkway.

Contractor shall provide a certified arborist, who will evaluate all the trees proposed to be pruned. The certified arborist shall provide quality control by instructing and inspecting pruning work daily, assuring that the work is in compliance with the contract specifications. Failure to comply with the contract pruning specifications shall result in termination of the contract.

Further, all pruning shall follow American National Standard Institute, Inc., (ANSI) A300-1995 Tree, Shrub and other Woody Plant Maintenance-Standard Practices, which includes the following:

a. To reduce hazards, maintain or improve tree health and structure, and to raise for pedestrian, bicyclist and motorist clearance.
b. The development of a good, structurally sound scaffold branch system should be continued by selective thinning to remove all dead, dying, diseased, interfering, objectionable and weak branches. Branches with narrow angles of attachment shall be removed from the trunk or canopy.
c. Before beginning work, and while the work is being performed, a qualified person shall visually inspect each tree. If a condition is observed that requires additional attention, this condition should be brought to the attention of an immediate supervisor, or a person responsible for authorizing the work.
d. A thinning cut should be the preferred type of cut to make, consisting of the removal of a lateral branch at its point of origin or the shortening of a branch or stem by cutting to a lateral large enough to assume the terminal role.
e. When a branch is cut back to a lateral, not more than one-fourth of its leaf surface should be removed.
f. Upon completion of pruning, one-half of the foliage should remain evenly distributed in the lower two-thirds of the crown and the individual limbs.

Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of the trees being trimmed.

All final cuts shall be made in branch tissue close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub. Pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches or less in diameter at breast height (DBH) at 4 ¼ feet from the ground shall be pruned with hand and/or hydraulic pruning tools only.

It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. Where necessary to prevent tree damage, branches shall be lowered to the ground by proper ropes or equipment.

On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or a bleach solution after each cut and between trees where there is known to be danger of transmitting the disease on tools.

Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of the climbing spurs is not an acceptable work practice for tree pruning of live trees.

The Contractor shall remove all tree limbs and tree debris from the site and dispose of appropriately. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

Protections of Community: Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor, at the Contractor's expense and without cost to the City, shall furnish, erect and maintain such barricades, lights, signs, and other devices and take such other precautions as are necessary to prevent damage or accidents or injury to the public and Contractor's employees. The Contractor shall also furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to the public. All flagging costs shall be born solely by the contractor.

Storage Areas: The Contractor is responsible for making Contractor's own storage arrangements for equipment and material, etc. Stockpiling material on the streets or in the public right-of-way is not allowed at any time. Materials and debris will be removed from the job sites by the end of the working day. Failure to do so will cause the City to remove the material or debris from the site and deduct the cost of said work from the Contractor's monthly maintenance payment.

GENERAL PARK MAINTENANCE

Includes:

Park Signage/Annuals – Installation of new signs and repair, repaint or remove graffiti from existing signage. Annuals are planted around the base of all the main Park name/entry signs, they are to be changed (3) three times per year. The City reserves the right to determine the type of annuals or request a specific plant as part of this bid.

Protective fencing – All exterior perimeter fencing, including wooden, cyclone, and steel bar fencing surrounding all service areas including playgrounds, horse shoe pits, athletic courts; must be kept in good repair, free of graffiti. Minor repair or maintenance of all fencing areas as well as graffiti removal must be completed within one business day of occurrence or reporting. Larger repairs must be completed within 3 business days of the occurrence or reporting by the City.

Bike Racks - Must be kept in good repair and free of graffiti.

Dog Bag Dispensers - Approximately 30, replenish bags as needed. Replace dispensers as needed. Bags must be bio-degradable.

Bulletin Boards - Must be kept in good repair, free of graffiti, including replacement of Plexiglas doors as needed.

Raised Planters/Retaining Walls - Come in two types wooden and pre-cast concrete blocks, all must be kept in good repair, free of graffiti,

Shade Structures - come in three types: wooden, canvas and steel must be kept in good repair and free of graffiti.

Picnic Tables and Benches - must be kept in good repair and free of graffiti, including painting and replacing damaged boards. Picnic areas shall be maintained in a clean and sanitary condition. Litter, broken glass, and other debris shall be cleaned from the site and tables and concrete pads cleaned of sticky or unsightly residue, pop tops, etc.

Drinking Fountains – must be kept clean and in good repair and fully operational at all times.

Barbecues. –Steel barbecues must be painted annually with black hi-temp paint and replaced as necessary due to rusting out. Concrete barbecues must be kept in good repair, free of graffiti, and all loose or damaged blocks must be replaced as necessary. All trash, unburned charcoal, and ashes must be removed regularly.

Catch Basins – All catch basins must be kept clear of accumulated debris. Grating must be maintained in good condition and replaced as necessary.

Pathway Maintenance and Repairs - Pathways come in three types: decomposed granite, asphalt, and concrete. They must be kept free of tripping hazards, pot holes, and vehicle ruts. Tripping hazards or raised areas must be ground down as necessary, pot holes and vehicle ruts must be filled in with like material. All pathways must be keep free of litter, broken glass, pop tops and other debris. Asphalt and concrete pathways shall be cleaned of sticky or unsightly residue, gum, etc.

Bridge Maintenance - There are six combination wood and steal bridges. All bridges must be kept in good repair, free of graffiti, including painting and/or replacing damaged boards.

Parking Lot cleaning: All trash and leaves must be removed twice a week or as needed.

Pond Maintenance/Cleaning – There are two ponds.

Hidden Lake Park - has two Otterbine Aeration systems (fountain type) that must be maintained and are only accessible by boat. Hidden Lake is a storm water retention pond with a rocky bank. All accumulated debris must be removed from the banks. Cleaning is intermittent and as necessary and based on water levels from storm run off.

Hall Lagoon, located at Hall Park is a retention pond with and air compressor fed bubbler aeration system that must be maintained. All vegetation (cattails) must be removed on an annual basis by either spraying and/or removed by hand.

Service requests: CONTRACTOR Must be able to respond to all service requests within the same business day. Service requests can include any aspect of any duty under the contract. Hazards have to be taken care of the same day; all other repairs must be worked into the schedule as soon as possible and within a maximum of three (3) days. Service requests come from City dispatch and/or various City departments, and or the community hotline. Requests will be transferred by email or phone to the contractor.

Vandalism repairs/clean up: There are approximately 100-200 acts of vandalism per year. Vandalism can be anything from broken glass, to graffiti, to burned garbage cans, turf damage, or damage to any facility or piece of playground equipment. Clean up must be completed within one business day of occurrence or reporting. Public hazards must be secured immediately. Larger repairs must be completed within 3 business days of the occurrence or reporting by the City.

Community Garden: All paths must be kept weed free, without the use of chemicals, the irrigation system must be kept in good working condition, including repair of all broken pipes, risers and hose bibs. Abandoned plots must be cleared of all left over materials and or plantings, tilled and kept weed free.

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 initial finding.

INSTRUCTIONS TO PROPOSER

PROPOSAL CONTENT AND OTHER REQUIREMENTS

A. Proposal content:

1. **Proposed Cost** – Using the proposal forms provided the proposer shall provide a total bid amount. The proposed bid amount shall be broken up into three components:

   a. Bid for Regularly Scheduled Work by Park: For each park, a lump sum bid price for all labor, materials and overhead for all *regularly scheduled* maintenance, repair and operation costs is required. For the regularly scheduled frequency of required tasks and services, attention is drawn to the frequencies listed in the proposals forms and the text of the RFP documents and provisions.

   b. Automatic $150,000 Allowance for "As Needed" Work. A Proposer shall receive an allowance of $150,000.00 for on-call, emergency and as needed response work. Such work shall be compensated on a time and materials basis. Such work shall include but not be limited to emergency repairs of any nature, such as broken pipes, equipment, broken branches, unscheduled clean up, unscheduled trash collection, etc. As part of this proposal and on a separate sheet, Contractor shall provide hourly labor rates for all classes of personnel to be assigned to the project. The City will also allow a 10% markup for all materials provided under this section. If the materials used are from a supply source owned wholly or in part by the CONTRCATOR, payment there fore shall not exceed the current wholesale price for such materials delivered to the job site. The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and mark-up on such materials.

   c. Bid for Bathroom Security Work. A Proposer shall also provide a bid for annual bathroom security services. Attention is drawn to Page 14 for further information on this service.

2. **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.

3. **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.

4. **Description of Proposed Services** – This section is to provide a detailed explanation of the PROPOSER's approach to 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.

5. **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 Contractor's State License Board, and can demonstrate extensive experience in Landscape Maintenance.

6. **Personnel to be Assigned and Personnel Rate Sheet** – 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. Include resumes for all management and supervisory personnel, resumes should not exceed one page per person. As part of his proposal and on a separate sheet, Contractor shall provide hourly labor rates for all classes of personnel to be assigned to the project.

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

   This section should not exceed 2 pages.

8. The following forms must be completed and submitted as part of the proposal package 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. Proposal forms pages 39 through 99
   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.

9. 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.

10. 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 Parks Maintenance – The selected CONTRACTOR will be required to execute an Agreement for City of Milpitas Parks Maintenance Service 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 a 2-hour drive from the site and the CONTRACTOR shall be required to respond to any CITY request or complaints as stipulated within the RFP.

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

ADDENDA. Addenda issued pursuant to this IFB, if any, will be posted on the Public Purchase website. However, it is the sole responsibility of the bidder to check the website and/or contact the Purchasing Agent directly to determine that they have included all addenda in their proposal before submitting to the City. Any proposal submitted that does not acknowledge each and every addenda issued will be considered non-responsive. Addenda, if any, must be acknowledged on the bid form in the space provided.

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. 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. Hourly Personnel Rates
7. References
8. Background and related experience of the specific individuals to be assigned to this project
9. 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	15
Quality and responsiveness of the proposal	10
Demonstrated competence, qualifications and C-27 licensing necessary for satisfactory performance of the work required by the CITY	10
Recent experience in successfully performing similar services	10
Proposed approach to completing the work	10
Hourly Personnel Rates	5
References	10
Background and related experience of the specific individuals to be assigned to this project	10
Proposed compensation	20

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 Projects. 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 counsel if you have any questions regarding its application.

CANCELLATION OF SOLICITATION. The City of Milpitas reserves the right to amend, withdraw or cancel this solicitation at any time.

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 under PROPOSAL CONTENT AND OTHER REQUIREMENTS, page 20, item #8.

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 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. After the contract has been executed, including the insurance documents, 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 be 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 all 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 via Public Purchase. To insure fairness, no oral requests by telephone or in person shall be accepted. In Public Purchase just click on the title of the bid and the bid page will open up, then on the right hand side of the page under "Questions" click on [View/ Ask questions] and type in your question. Answers will be sent vie e-mail notification to all registered bidders. The cut off for asking questions is 2:00 PM March 9, 2011. Questions answered on Public Purchase are considered to be a part of or clarifications of the Request For Proposal and are considered to be addenda. From time to time the City may also issues separate addenda through Public Purchase and they shall also become a part of the Request for Proposal. It is the responsibility of each Proposer to ensure that they have registered on Public Purchase. To register on Public Purchase contact the Purchasing Agent directly at 408-687-1639. Any prospective Proposer who obtained a set of contract documents from anyone other

than the City of Milpitas is responsible for contacting the City of Milpitas Purchasing Agent at the number listed above and registering on Public Purchase; this is the only way you can receive addenda and/or ask questions about the RFP. The same rules apply to technical and site related questions.

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.

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.

> Garry Mahan, Parks and Recreation 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. 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.

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.

CERTIFIED PAYROLL

The wages paid by the contractor and its subcontractors shall be the current applicable prevailing wage rates and in accordance with the requirements specified in these RFP documents. Contractor shall submit copies of certified payrolls with each invoice or request for payment. Up to 25% from each payment will be withheld by the City until the Contractor has satisfied all of the requirements of this section.

PRICE DISCREPANCIES. 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.

PROPOSAL FORMS

a. Copies. **HARD COPY** 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.
c. Electronic submissions need only one copy of the bid documents.

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 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 per item on the individual bid proposal forms for each park. 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 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. **HARD COPY** 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, 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.

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. 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, facilities, and plant to enable the Proposer to prosecute the work successfully and properly. 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. In selecting the most advantageous proposal, consideration will be to the general competency of the Proposer for the work specified in the contract documents.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES. The City of Milpitas reserves the right to reject any or all proposals. 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.

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.

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.

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.

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 it 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.** HARD COPY Proposals MUST BE submitted in a sealed envelope.

SUBMITTAL DEADLINE. **The Submittal Deadline is March 11, 2011. by 2:00 PM, local time.** The receiving time in the Purchasing Office will be the governing time for acceptability of 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.

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.

CANCELLATION OF THE CONTRACT. ***Without*** CAUSE, the City of Milpitas may cancel this contract at any time with six months (6) written notice to the Contractor. ***With cause***, the City of Milpitas may cancel this contract at any time with ten (10) days written notice to the Contractor. 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 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 item prices and/or hourly rates prices of contractor's proposal.

CITY REPRESENTATIVE. Steve Erickson, Assistant Civil Engineer, City of Milpitas, 455 E. Calaveras Blvd. Milpitas, CA 95035 (off. 408-586-3301, cl. 408-650-7121) 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 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, 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.

INDEMNITY: Contractor agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, from any and all claims and liability, including expenses, for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of contractor, its agents, suppliers or employees, in the performance of this 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 two (2) years with three (3) single year renewal options unless otherwise terminated. Each renewal will include annual price increases not to exceed the Consumer Price Index (not seasonally adjusted), San-Francisco-Oakland-San Jose, CA – All Urban Consumers – All Items, 1982-1984 = 100. The most recent index at the time of renewal will be applied, and will be compared to the prior year. Example: the index would be 227.658 (Dec. 2010) compared to 224.239 (Dec. 2009) for an escalation factor of 1.52%.

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.

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.

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.

PARTS, EQUIPMENT AND FIXTURES. All repairs to park amenities including, but not limited to, restrooms, play ground equipment, drinking fountains, irrigation systems, athletic field lighting and equipment, etc. must be made using original manufacturers parts or equal. If an original manufacturers part is not available, all "or equal" parts must be approved by the City. In the case of generic material such as lumber, fencing, paint, piping, etc. replacements must be made with as closely matching material as possible.

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

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.

CLEANUP. During performance of 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.

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, property 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.

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.

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.

REJECTION OF WORK OR SERVICE. 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, 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.

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.

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PROPOSAL
City of Milpitas Parks Maintenance Service
RFP 1197

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

From: Terracare Associates – LP
Name of Bidder

921 Arnold Dr.
Mailing Address

Martinez, Ca 94553
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 **City of Milpitas Parks Maintenance Service,** 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. 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. Non-Collusion Affidavit
j. Proposer's Statement Regarding Insurance Coverage
k. Worker's Compensation Insurance Certificate
l. Proposer's Nondiscriminatory Employment Certificate
m. Contractor's Proposal
n. Proposal Forms
o. Subcontractors List
p. Certificate of Compliance

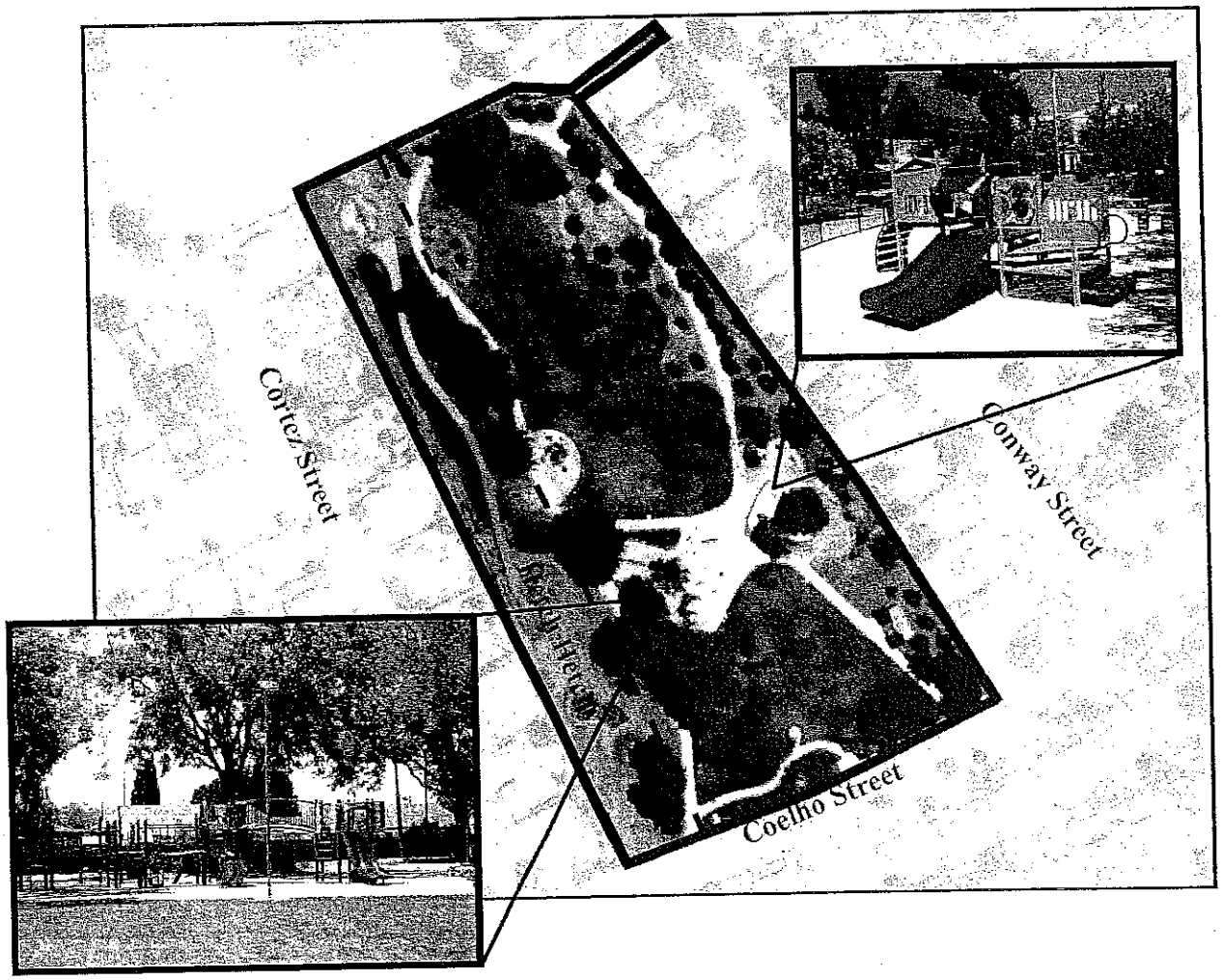
Proposer acknowledges receipt of Addenda Number(s) _1_, _2__, __3_, and _4__. M.F.

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.

Albert Augustine Jr. Memorial Park

Type	Neighborhood Park
Location	Conway Street and Coelho Street
Size	6.20 acres



Bid Proposal

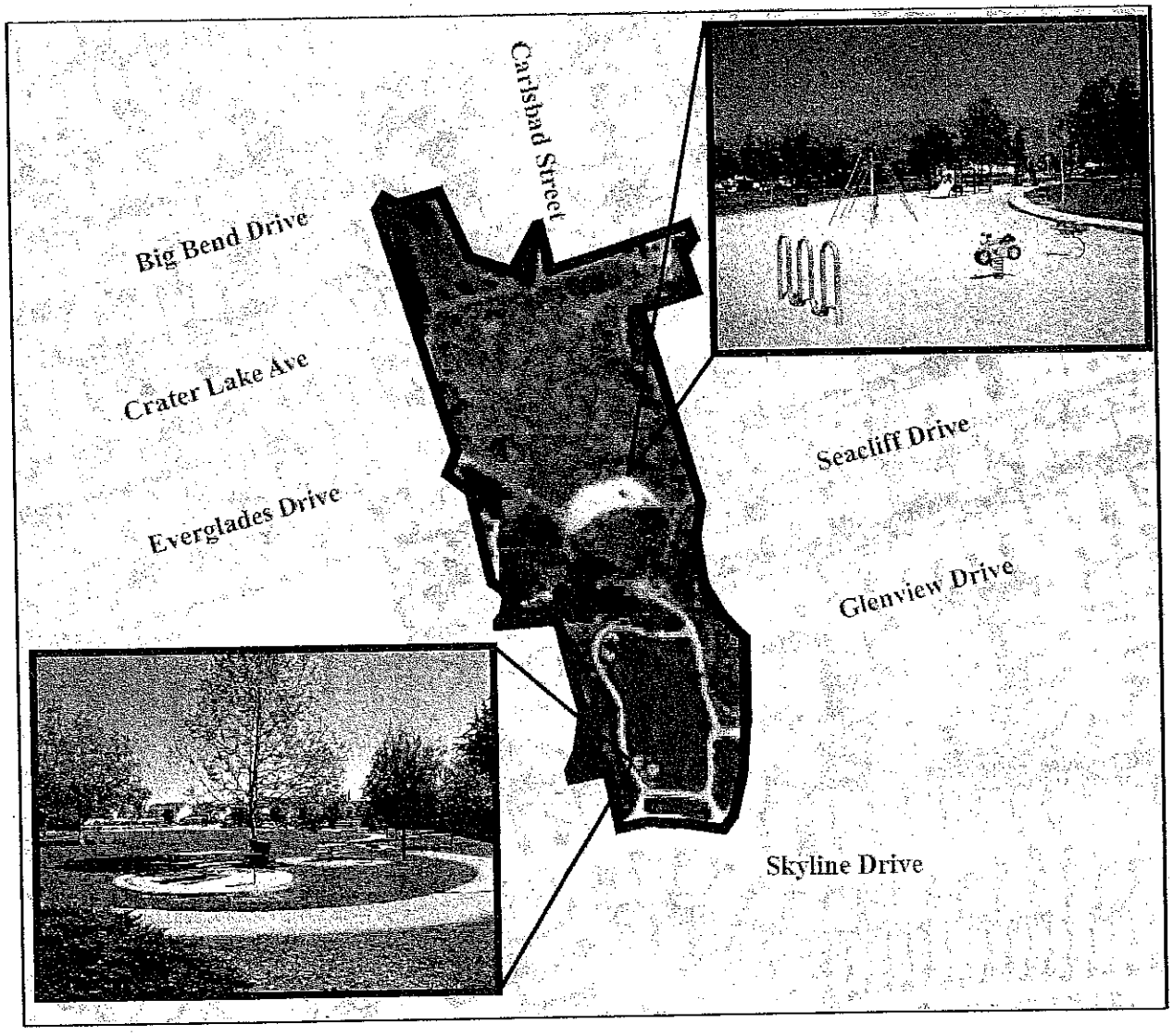
Park Name: Albert Augustine Jr. memorial Park

Amenities: The park has one restroom, three benches and six family picnic tables with four group area picnic tables and nine BBQ's. The park also includes a bicycle rack, dog waste dispenser, and an informal turf area. Public art is displayed at the southern end of the park facing Coelho Street.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**61,089.00**

Ben Rodgers Park

Type	Neighborhood Park
Location	Grant Tenton at Sequoia
Size	8.66 acres



Bid Proposal

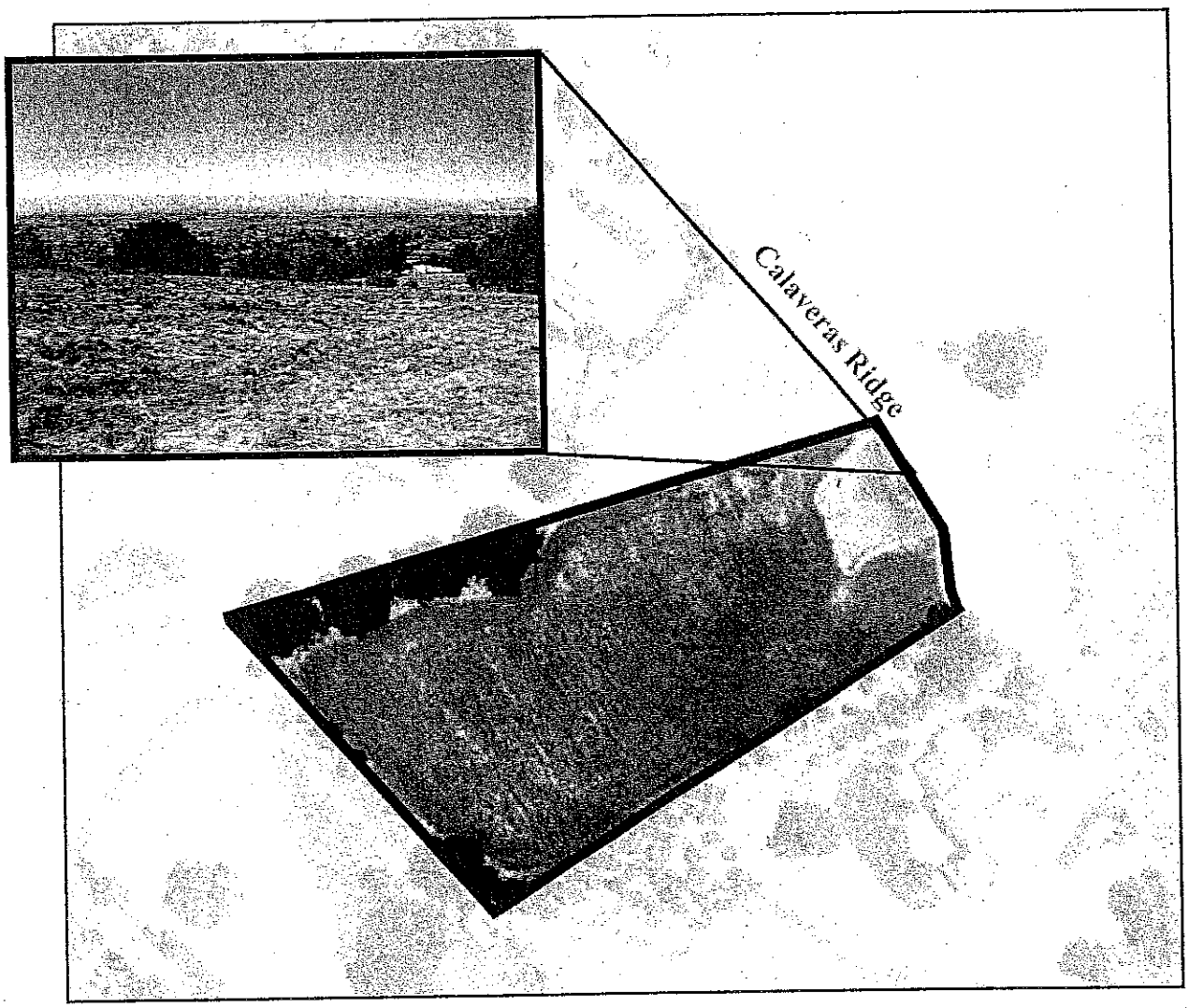
Park Name: Ben Rogers Park

Amenities: The park includes six barbeques, five benches, one bicycle rack, two dog waste bag dispensers, one drinking fountain; two informal turf areas, eight picnic tables and one school play area.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**47,774.00**

Calaveras Ridge Park

Type	Special-use Park
Location	Calaveras Ridge south of Country Club
Size	1.8 acres



Bid Proposal

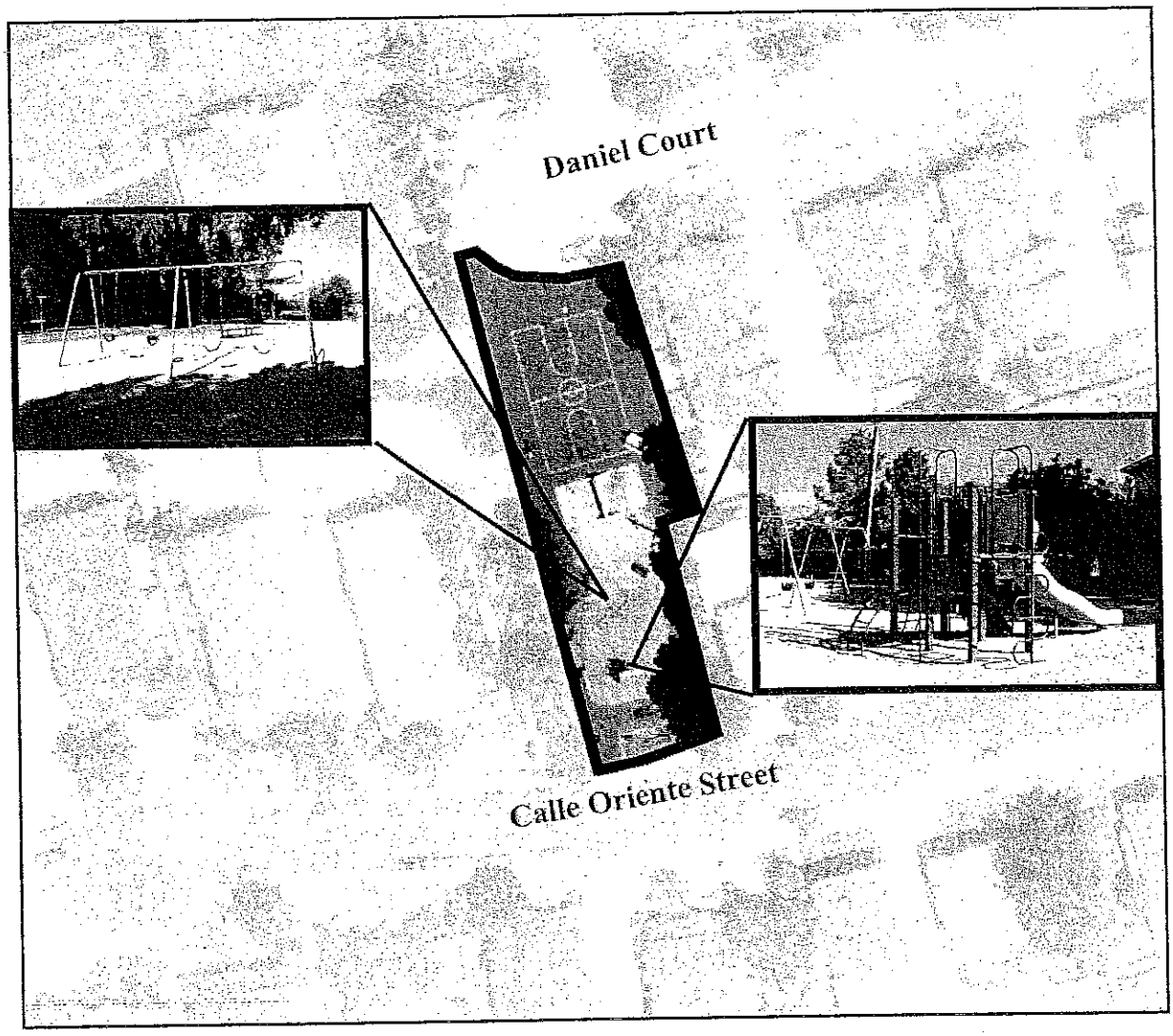
Park Name: Calaveras Ridge Park

Amenities: There are some large trees at the northwest end of an approximate two acre open field with a parking lot.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**2,500.00**

Calle Oriente Park

Type	Urban Park
Location	Calle Oriente off N. Park Victoria
Size	0.35 acres



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Bid Proposal

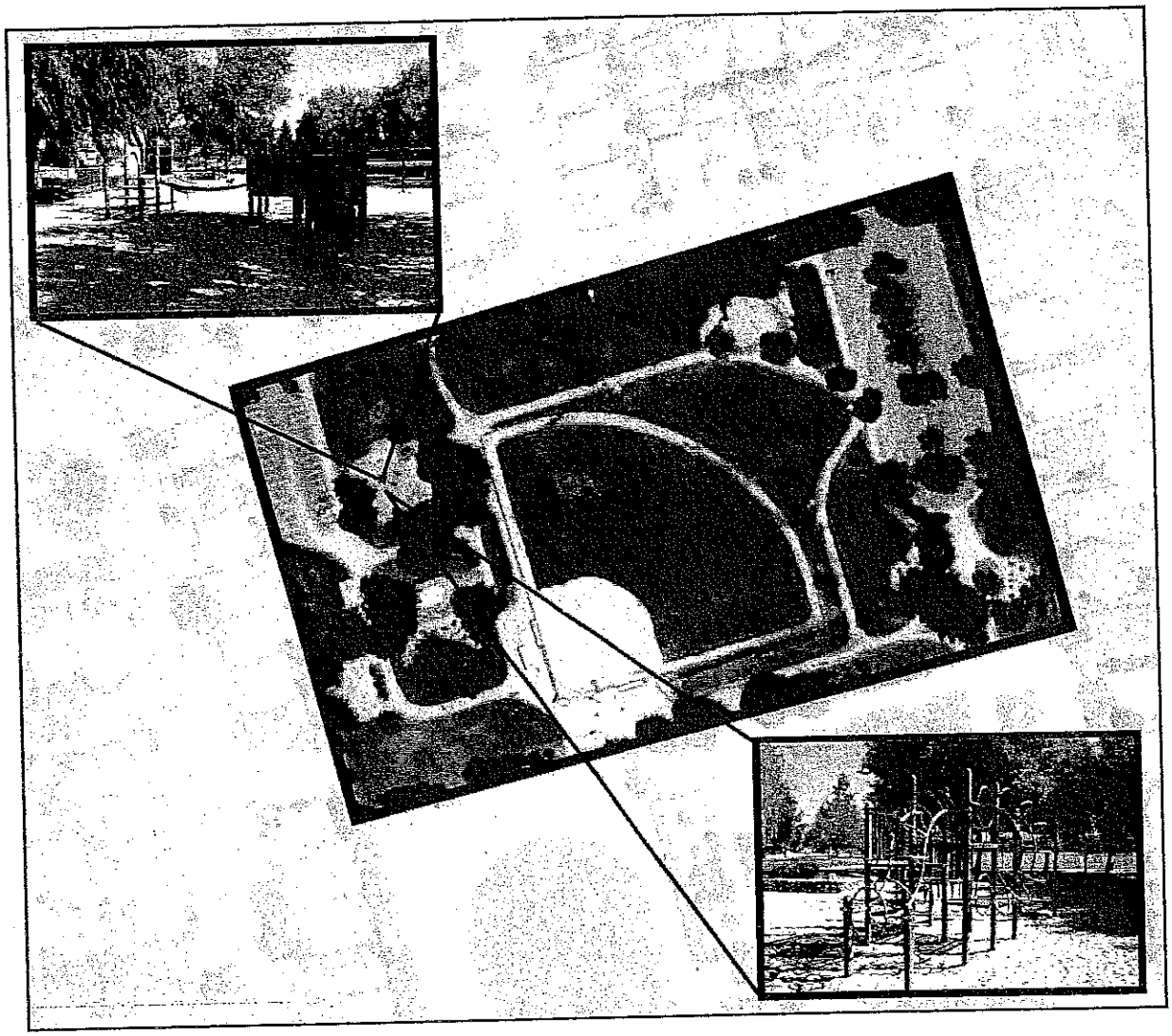
Park Name: Calle Oriente Park

Amenities: The park includes a basketball court, five picnic tables, one play structure for ages 2-5, and four shade structures; one over the play structure and three over the picnic tables.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**22,753.00**

Cardoza Park

Type	Community Park
Location	Kennedy Dr. at N. Park Victoria
Size	10.15 acres



Bid Proposal

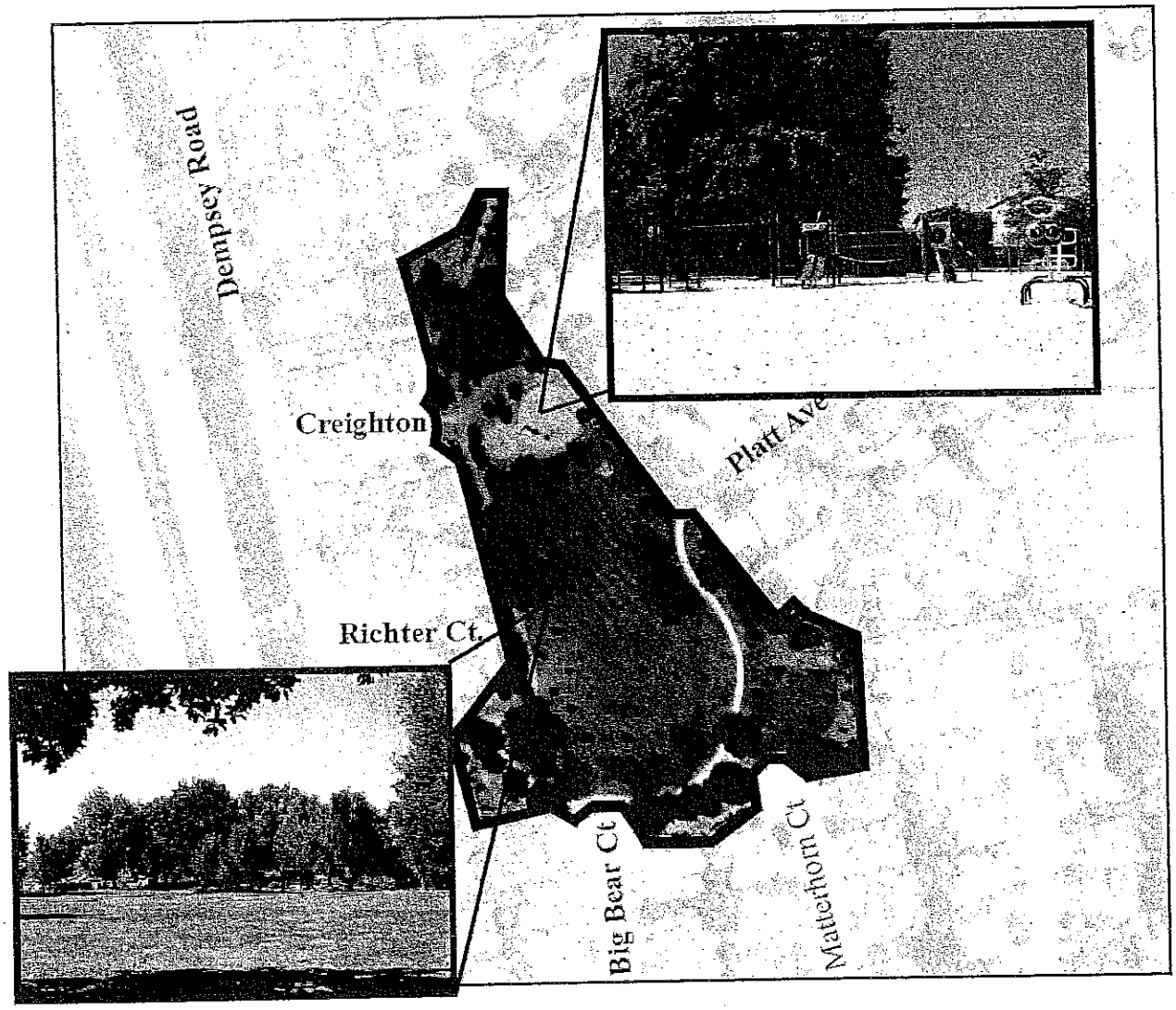
Park Name: Cardoza Park

Amenities: The park consists of one amphitheater, eight barbecues, five benches, one bicycle rack, one drinking fountain, two 50 to 110 person group picnic areas, three horseshoe pits, about 20 picnic tables, two separate playground areas, one softball field and one restroom.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**67,176.00**

Creighton Park

Type	Neighborhood Park
Location	Olympic west of S. Park Victoria
Size	5 acres



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Bid Proposal

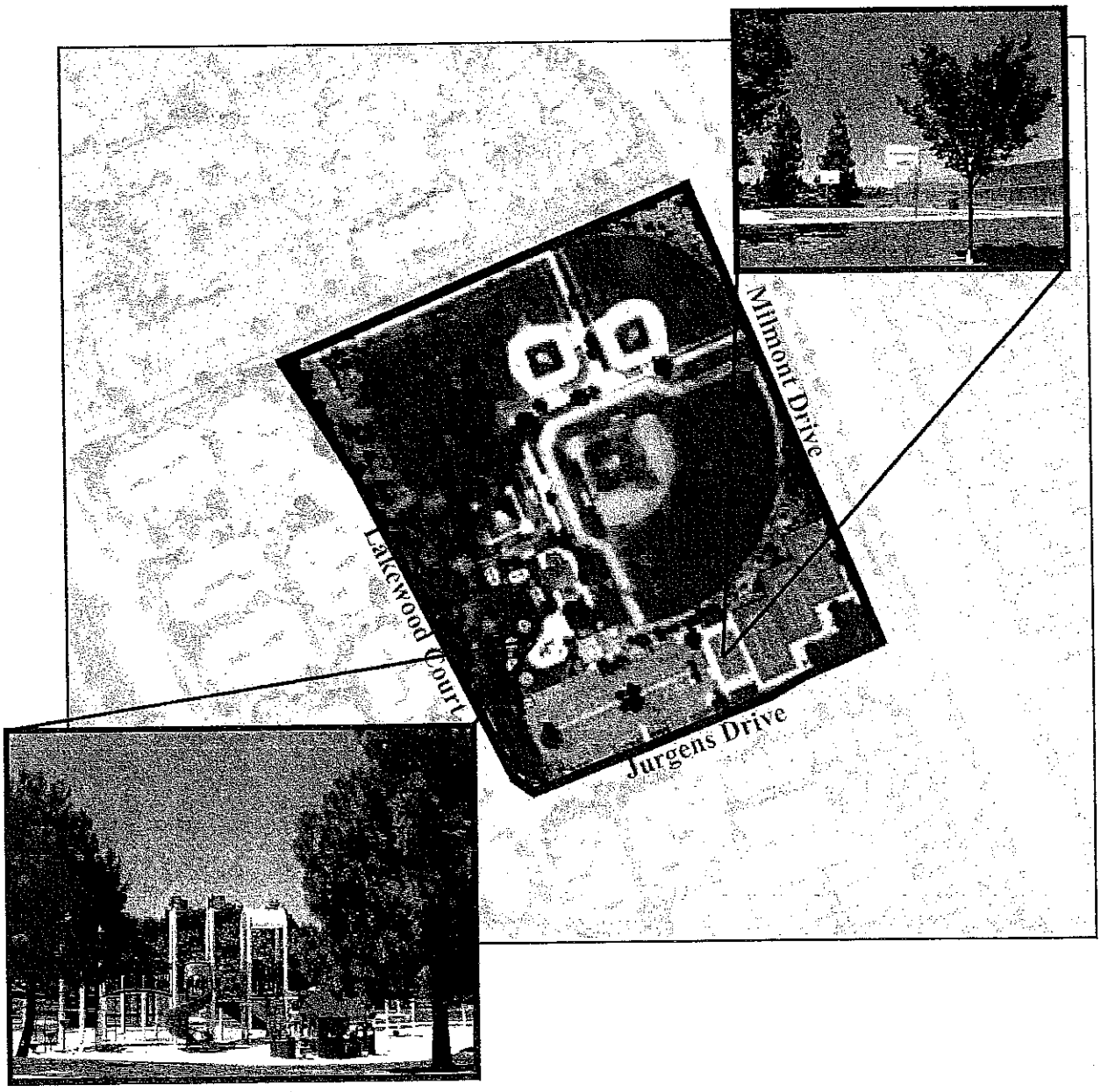
Park Name: Creighton Park

Amenities: The park currently has five barbecues, five benches, a bicycle rack, one dog waste bag dispenser, ten picnic tables, two play structures and one tot lot.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**34,472.00**

Dixon LandingPark

Type	Community Park
Location	Dixon Landing at Milmont
Size	11.4 acres



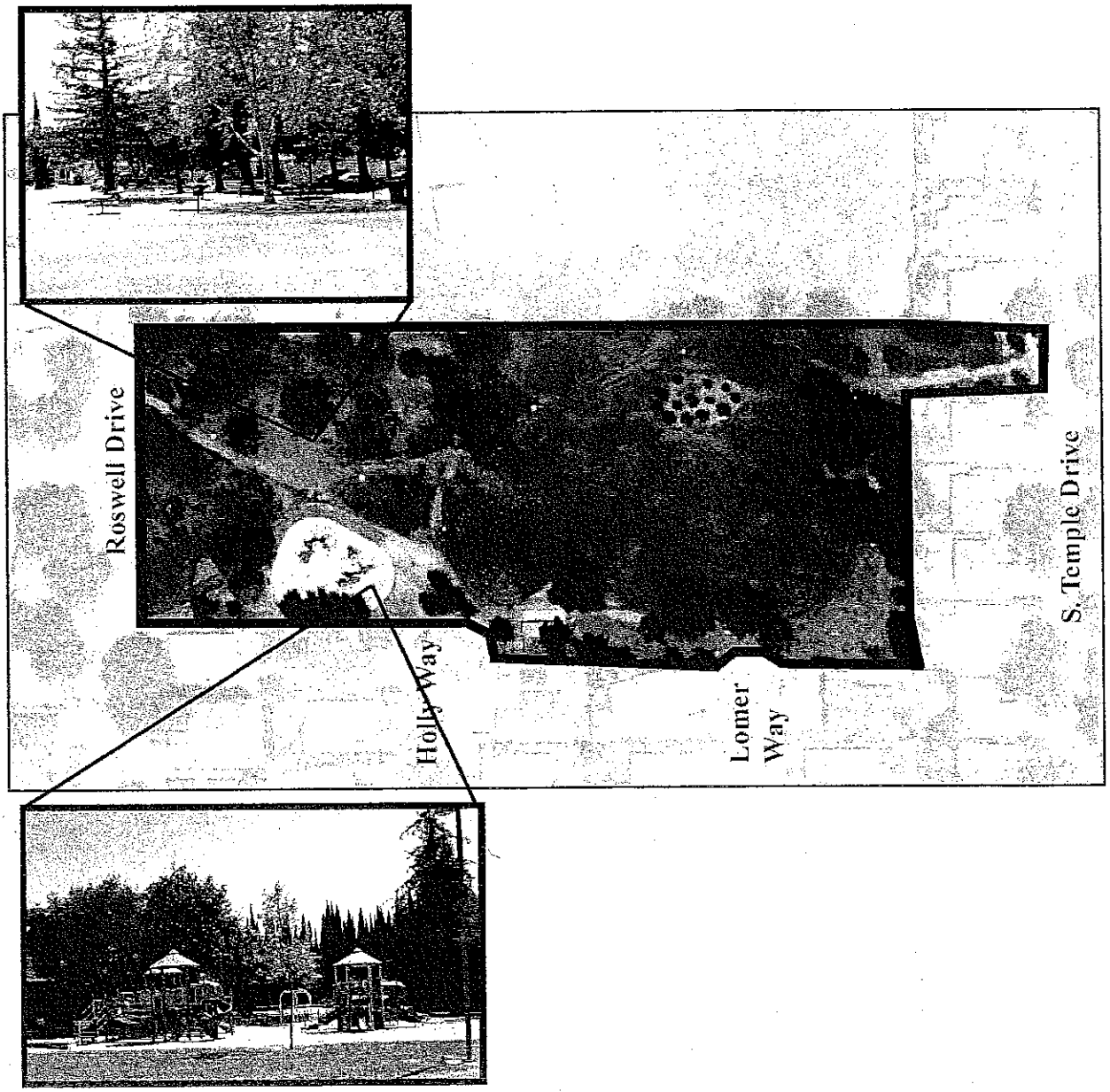
Bid Proposal

Park Name: Dixon Landing Park
Amenities: The park provides for many sports. There are three little league baseball fields, one senior league baseball field, eight bleachers (two for each base ballfield), a concession stand, one basketball court, one Soccer field, three tennis courts, and one volleyball court. The park also has a group picnic area surrounding two playgrounds; one for age range 5-12 and one for age range 2-5. There are four barbecues, five benches, three bicycle racks, three drinking fountains, two dog waste bag dispensers, a pump station building, and one restroom.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**91,831.00**

Foothill Park

Type	Neighborhood Park
Location	Roswell Drive at Roswell Court
Size	3.98 acres



Bid Proposal

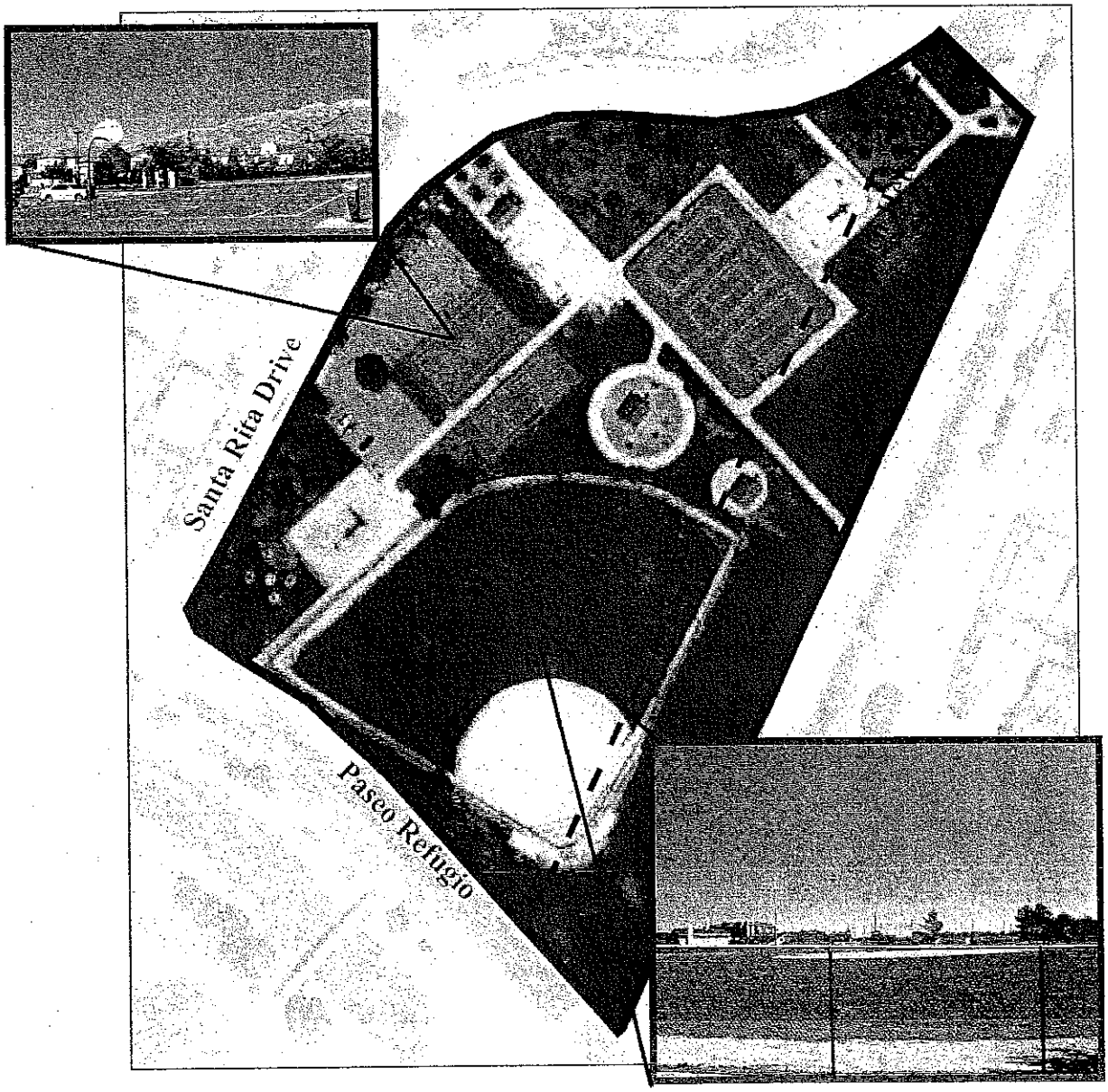
Park Name: Foothill Park

Amenities: The park includes three barbecues, two benches, one bicycle rack, one dog waste bag dispenser, one drinking fountain, an informal turf area, a school age (5-12) play ground area, and one restroom.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**40,482.00**

Gill Memorial Park

Type	Neighborhood Park
Location	Olympic Drive
Size	8.16 acres



Bid Proposal

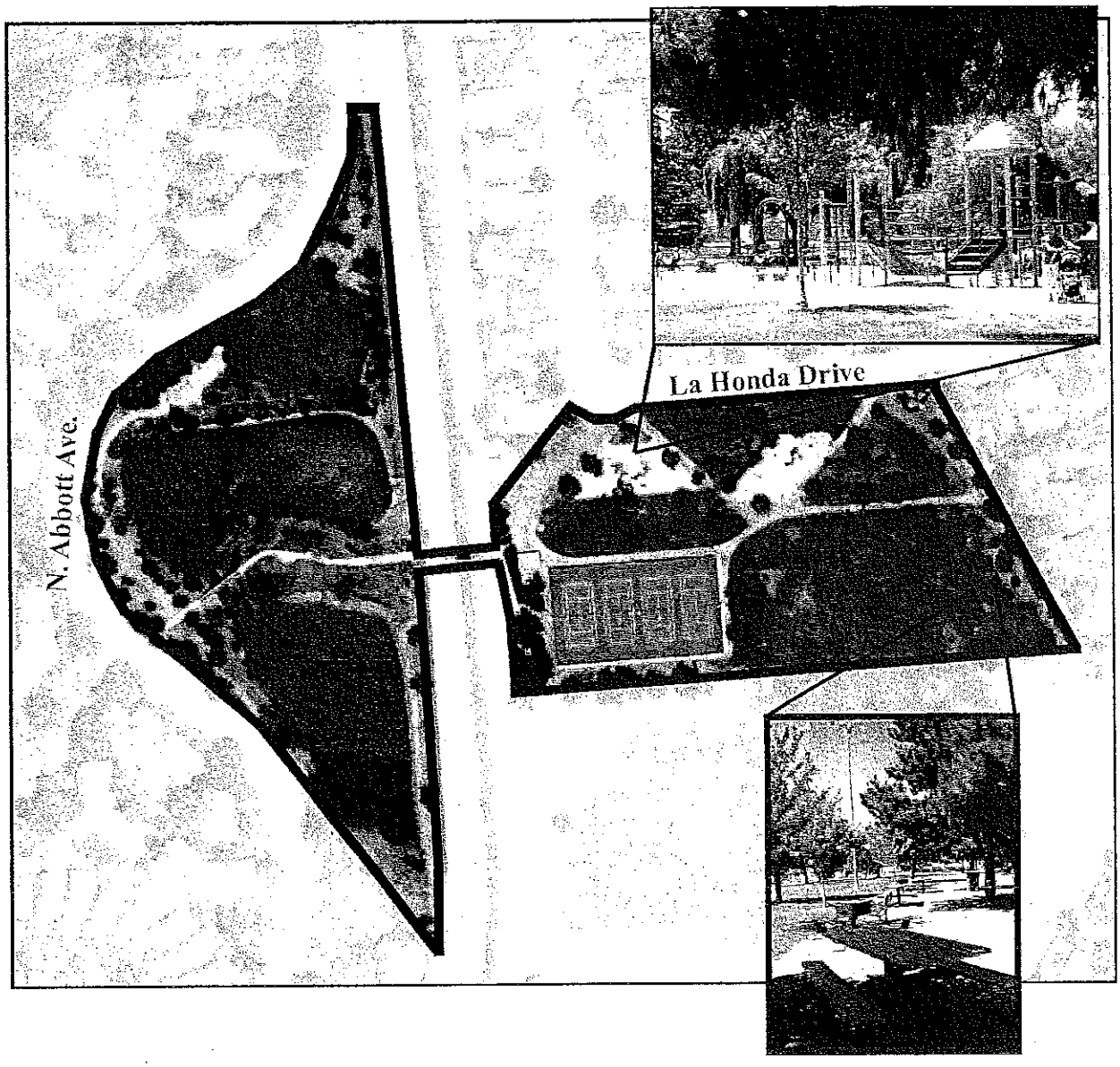
Park Name: Gill Memorial Park

Amenities: The park has many sports facilities. They include one baseball field, one basketball court, a handball wall, three tennis courts and one volleyball court. The park also has two large group picnic areas with eleven picnic tables, six barbecues and two shade structures. There are two play structures, one restroom, and trash receptacles. There are eleven benches throughout the park, two bicycle racks, two small bleachers for the baseball field with a scorers booth and electronic score board.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**74,976.00**

Hall Memorial Park

Type	Neighborhood Park
Location	La Honda and Coyote
Size	9.91 acres



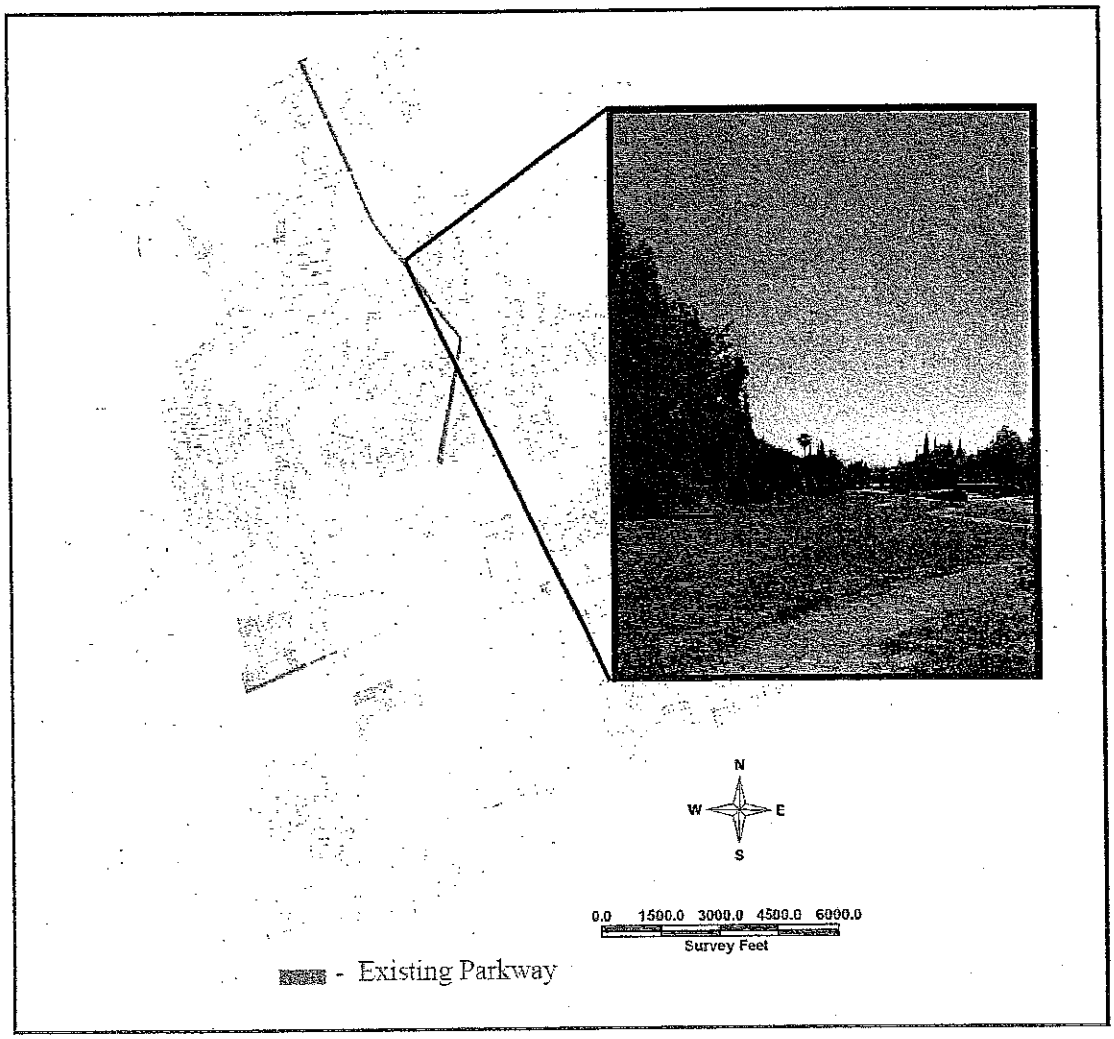
Bid Proposal

Park Name: Hall Memorial Park
Amenities: The park includes eleven benches throughout the park, one bicycle rack, two barbecues, one drinking fountain, interpretive signage, five picnic tables, and restroom facilities. The sports facilities include one soccer field with bleachers, four tennis courts with lighting, and a tennis backboard. There are two play structures on site that were installed in 2004. The park also has the lagoon and informal turf area.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**88,527.00**

Hetch Hetchy

Type	Linear Parkway
Location	Runs from northeast through the City to southwest
Size	7.45 acres



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Bid Proposal

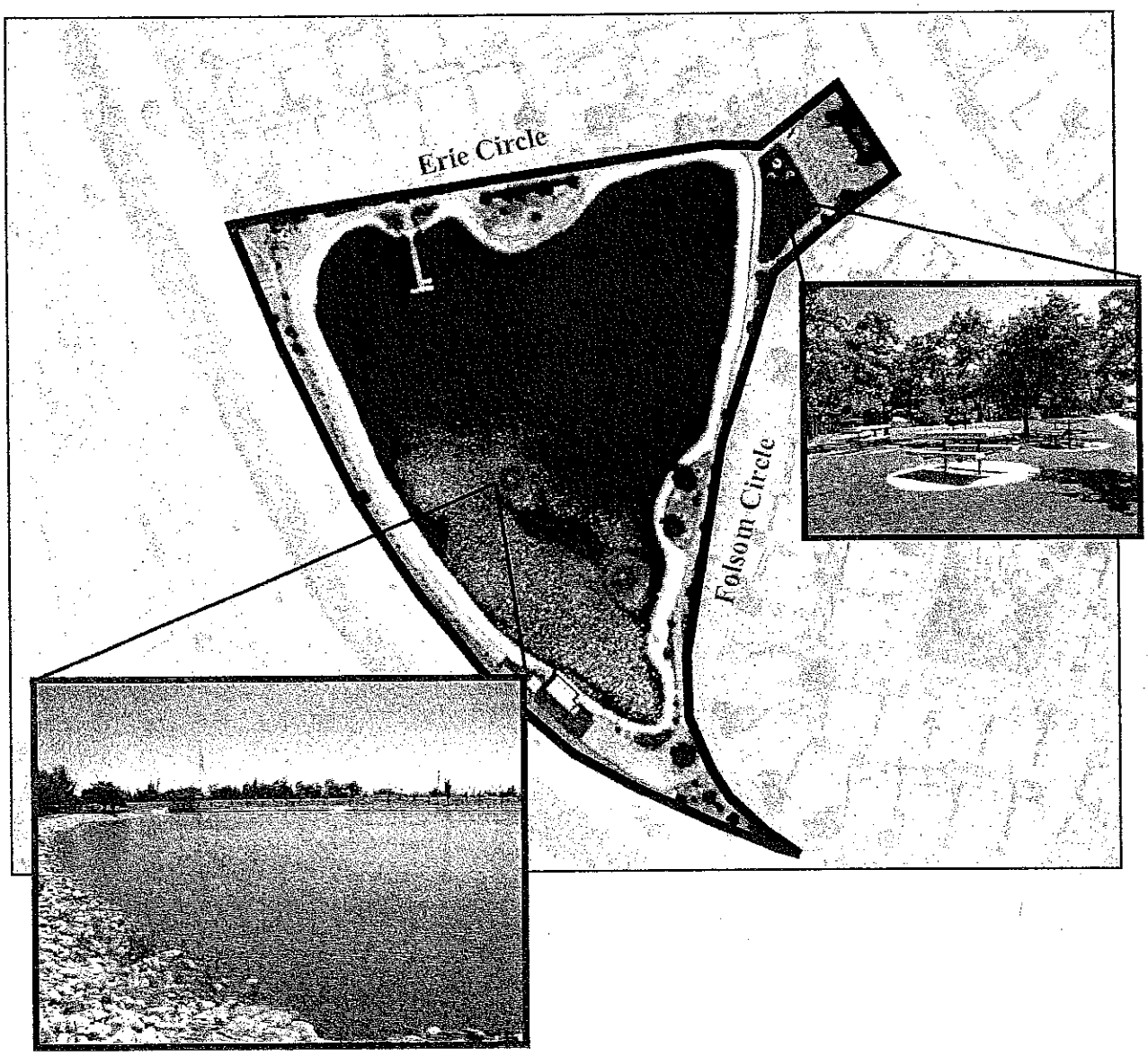
Park Name: Hetch Hetchy

Amenities: The linear parkway includes four benches, one dog waste bag dispenser, and is considered a continuous informal turf area.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**73,199.00**

Hidden Lake Park

Type	Neighborhood Park
Location	N. Milpitas Blvd. off Escuela Parkway
Size	6.57 acres



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Bid Proposal

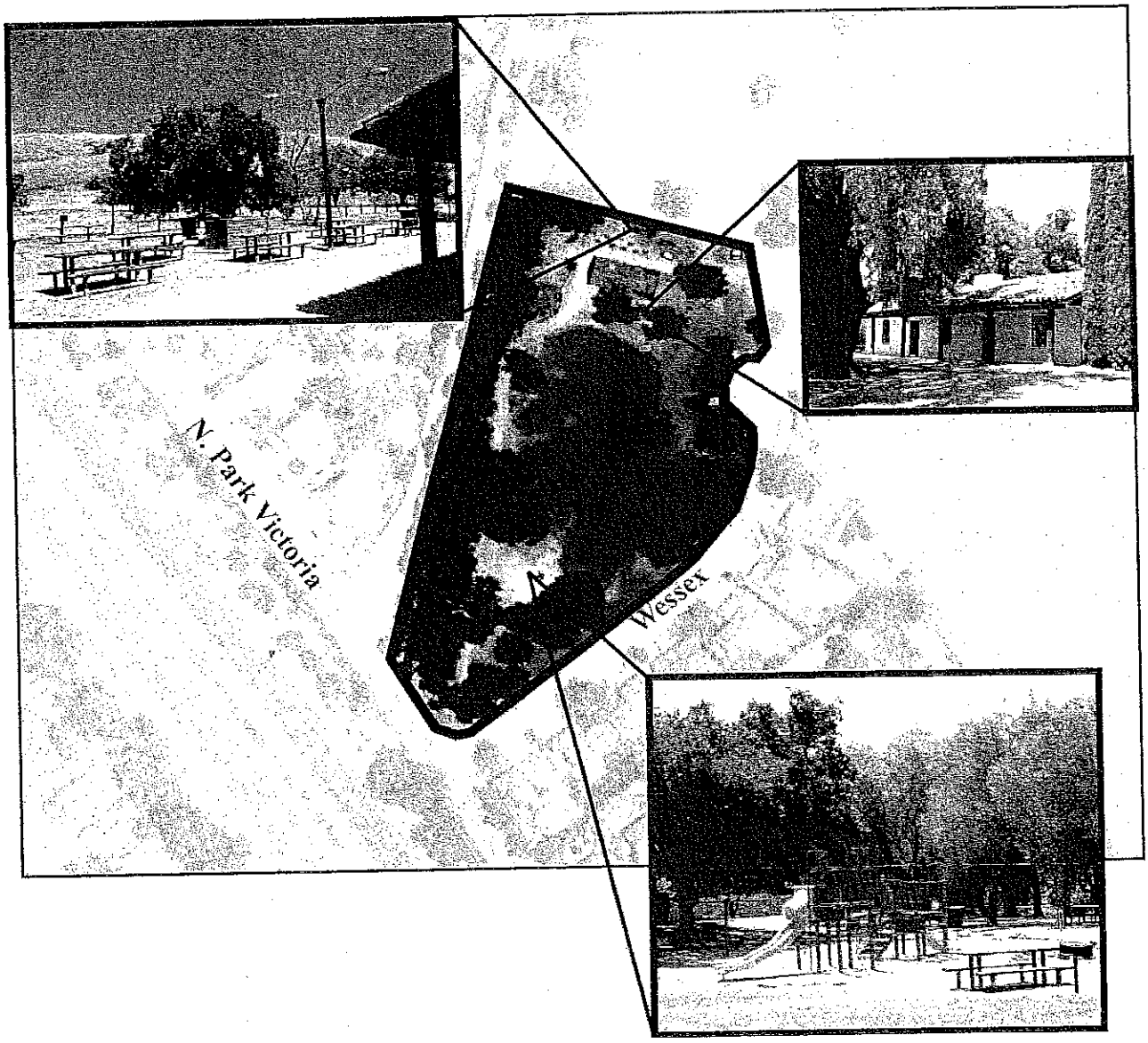
Park Name: Hidden Lake Park

Amenities: The park includes two picnic areas with a total of nine picnic tables between them and two barbecues. The park also has a small informal turf area and one bench.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**36,432.00**

Higuera Adobe Park

Type	Special-use Park
Location	Wessex, off N. Park Victoria
Size	4.8 acres



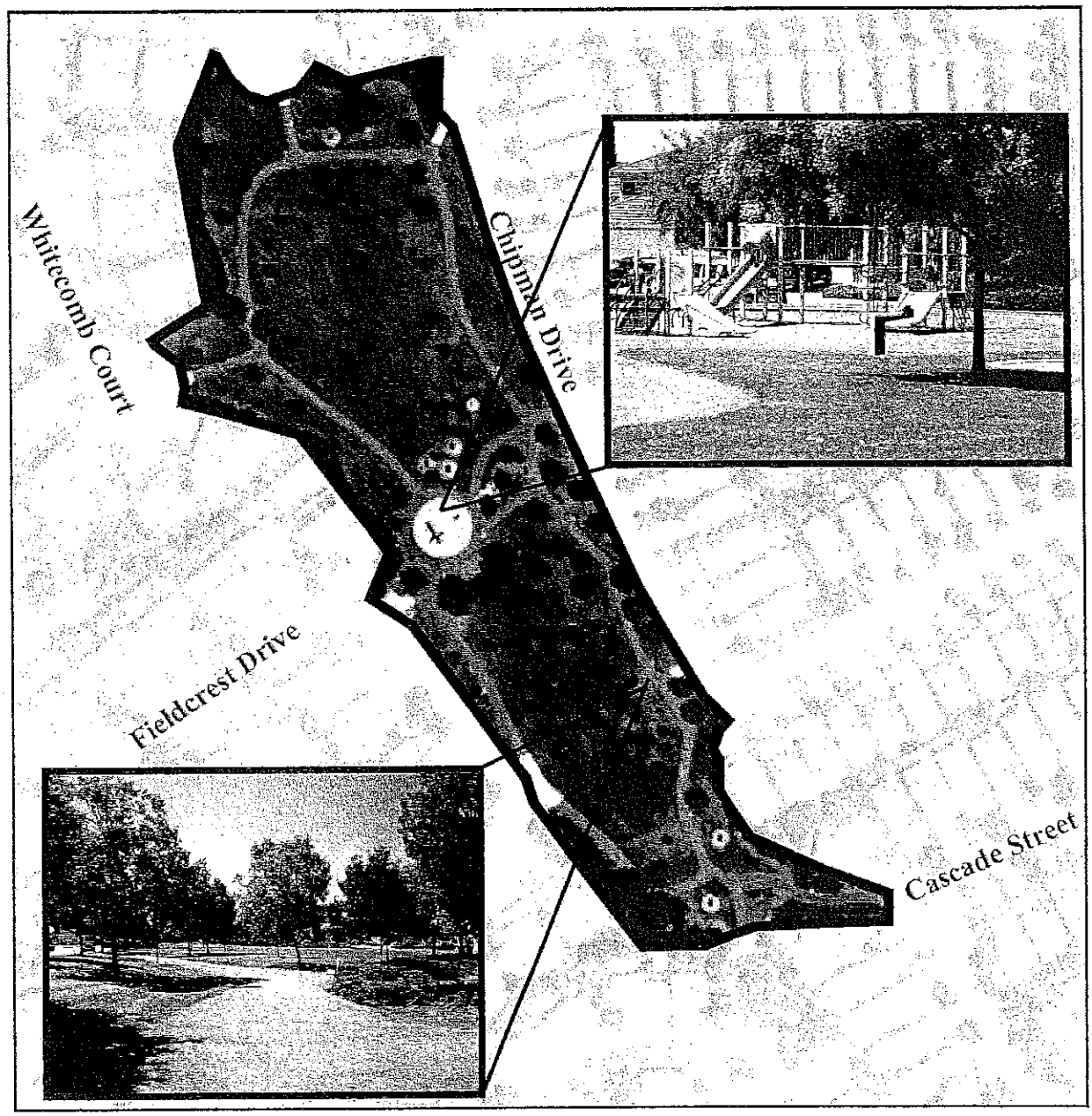
Bid Proposal

Park Name: Higuera Adobe Park
Amenities: Recreational amenities include a large open lawn used for soccer practice, a group picnic area on the north side of the adobe, individual picnic areas along the edge of the creek, and a children's play area at the south end of the park. There are three group picnic areas that have seven barbecues and 20 picnic tables shared between them. There is one playground structure with three adjacent benches. The site includes two bicycle racks, two drinking fountains, two flag poles, and the Higuera Adobe Building.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**51,568.00**

Hillcrest Park

Type	Neighborhood Park
Location	Fieldcrest Drive
Size	5.08 acres



Bid Proposal

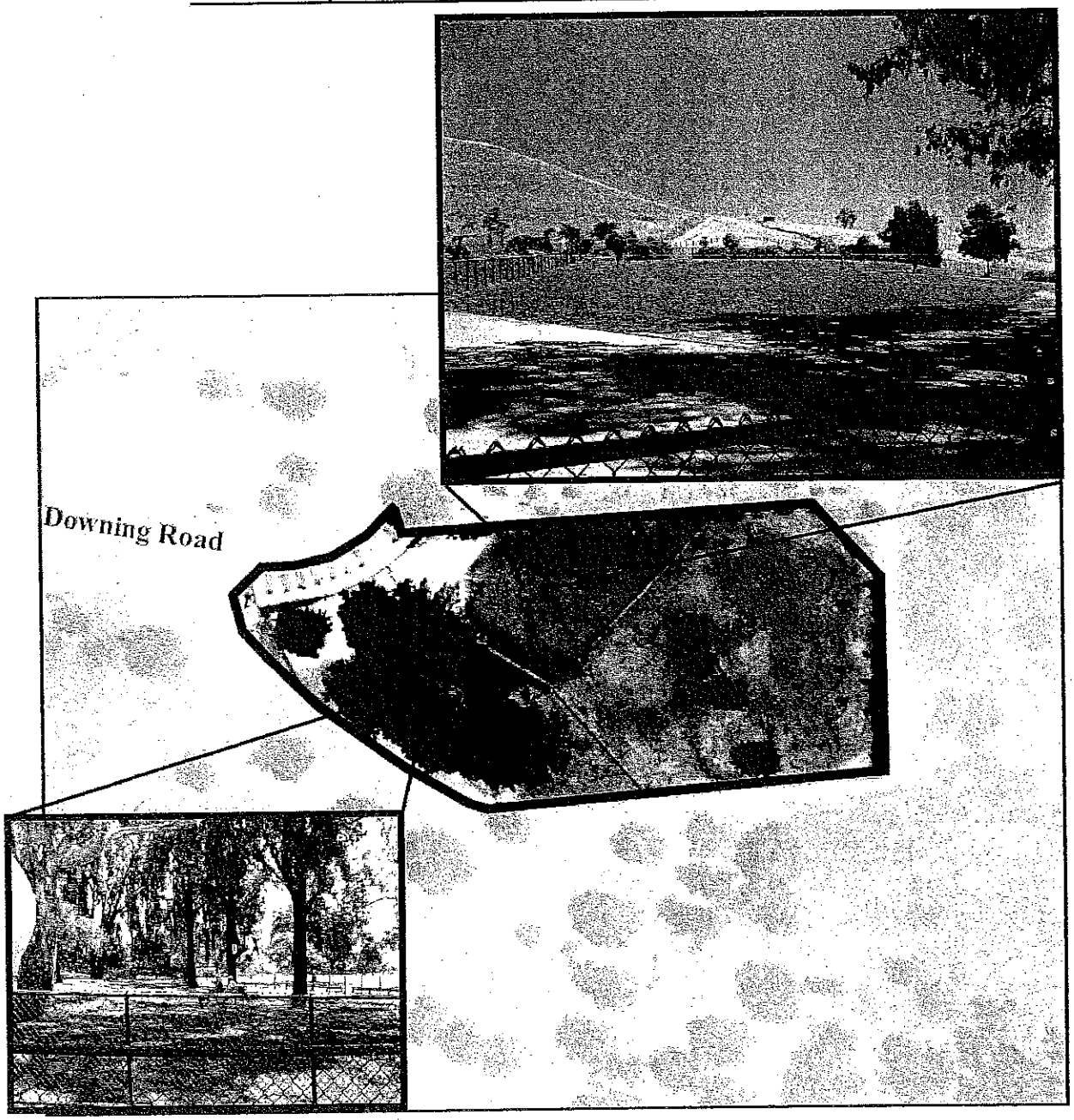
Park Name: Hillcrest Park

Amenities: The park includes nine picnic tables with nine barbecues, one bench, one drinking fountain, one bicycle rack, one dog waste bag dispenser, and a tot lot.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**45,780.00**

Milpitas Dog Park

Type	Special-use Park
Location	Ed Levin County park
Size	1.57 acres



Bid Proposal

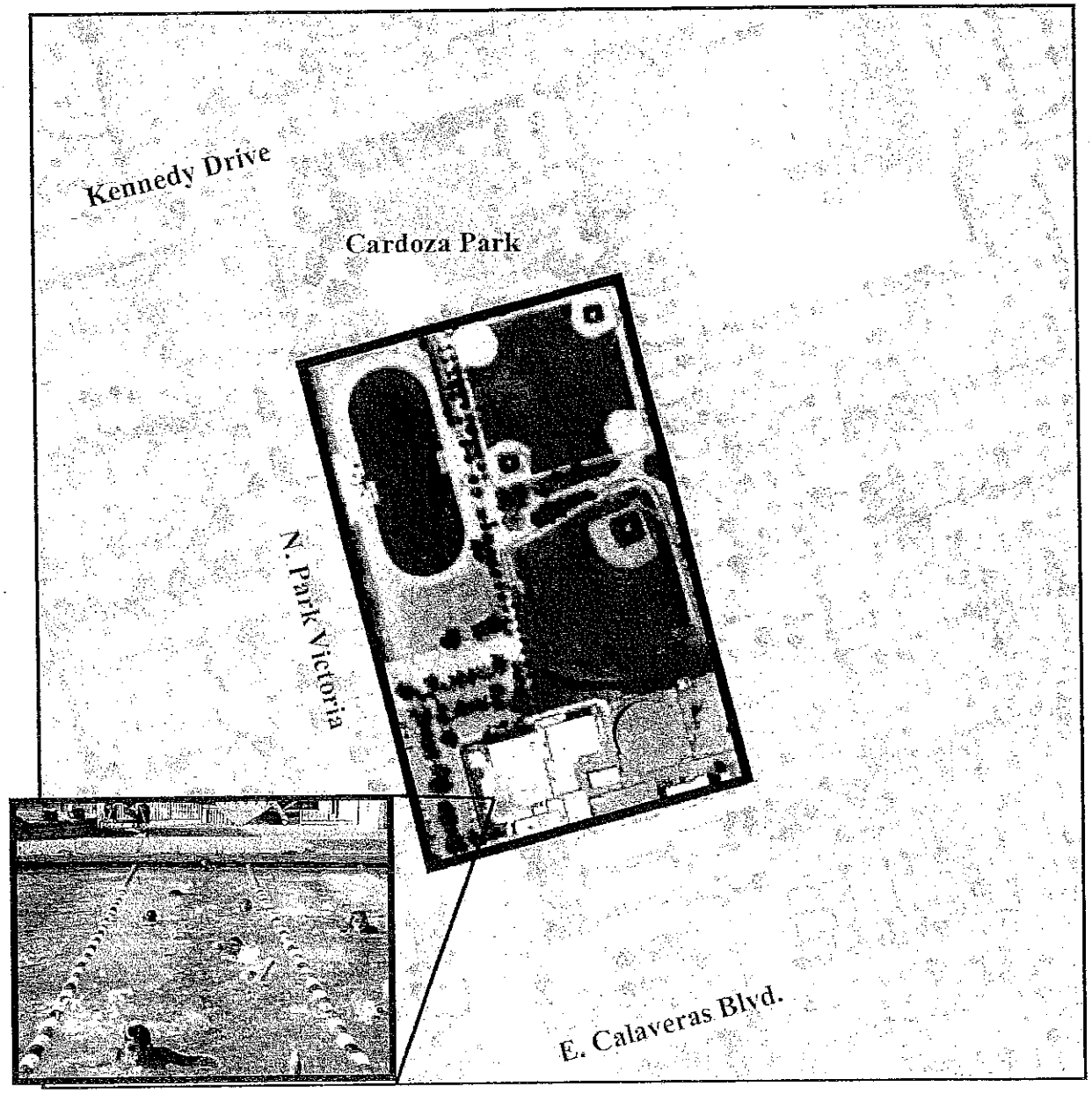
Park Name: Milpitas Dog Park

Amenities: The park has six benches with one shade structure, two sources for water and two separate large and small dog turf areas with fencing and gates. The property also contains three dog waste dispensers.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**39,061.00**

Milpitas Sports Center

Type	Community Park
Location	1325 E. Calaveras Blvd.
Size	20.33 acres



Bid Proposal

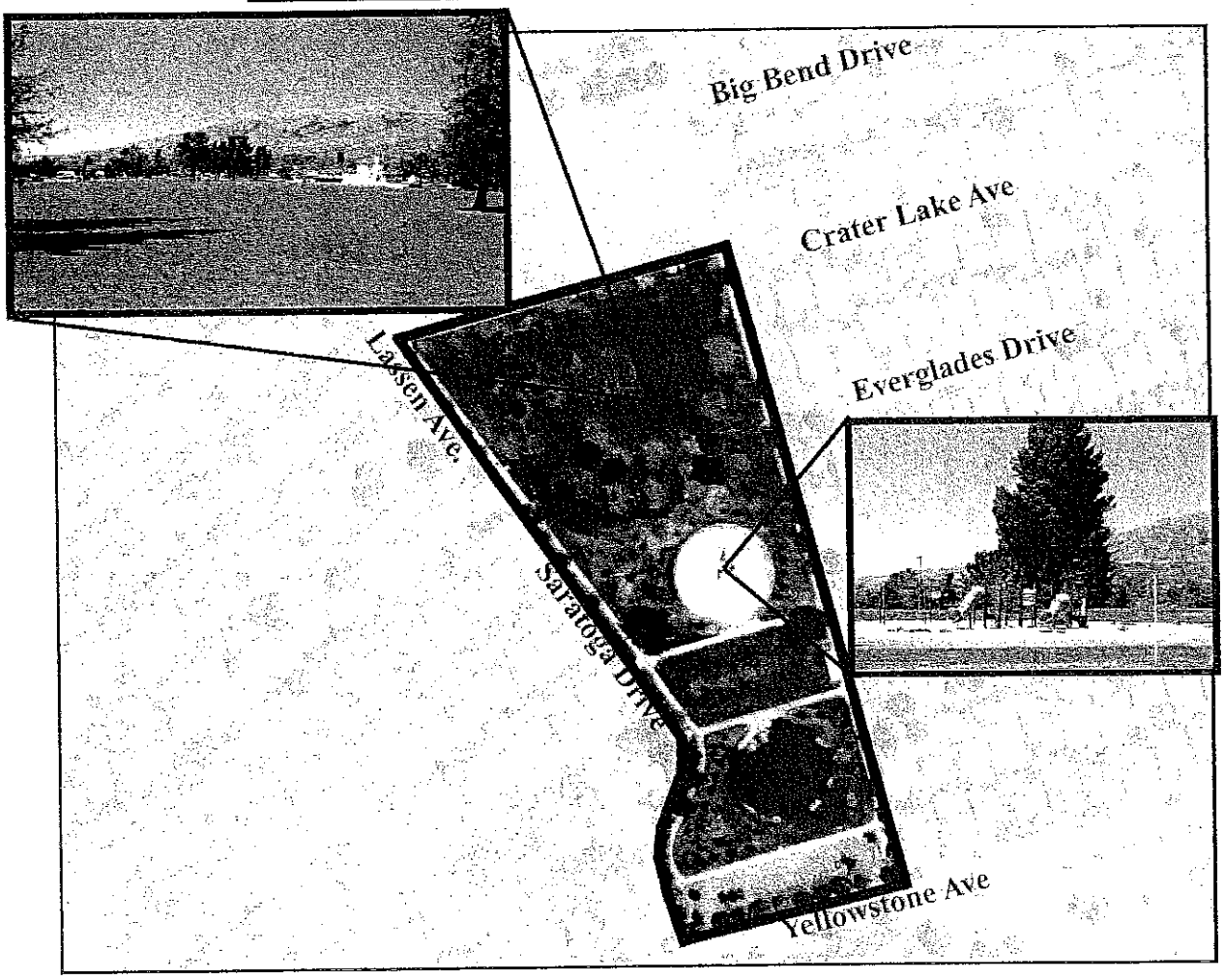
Park Name: Milpitas Sports Center

Amenities: This park has five baseball fields with two bleachers per field. Four of the fields are used for little league and the other one is a lighted field with two warm –up batting cages for adults. There is one football field with two grandstands, and a lighted track that surrounds the football field. There is one restroom with a concession building. There is also one soccer field which is part of the senior baseball field.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**129,452.00**

Murphy Park

Type	Neighborhood Park
Location	Yellowstone Ave. and South Park Victoria Dr.
Size	8.3 acres



Bid Proposal

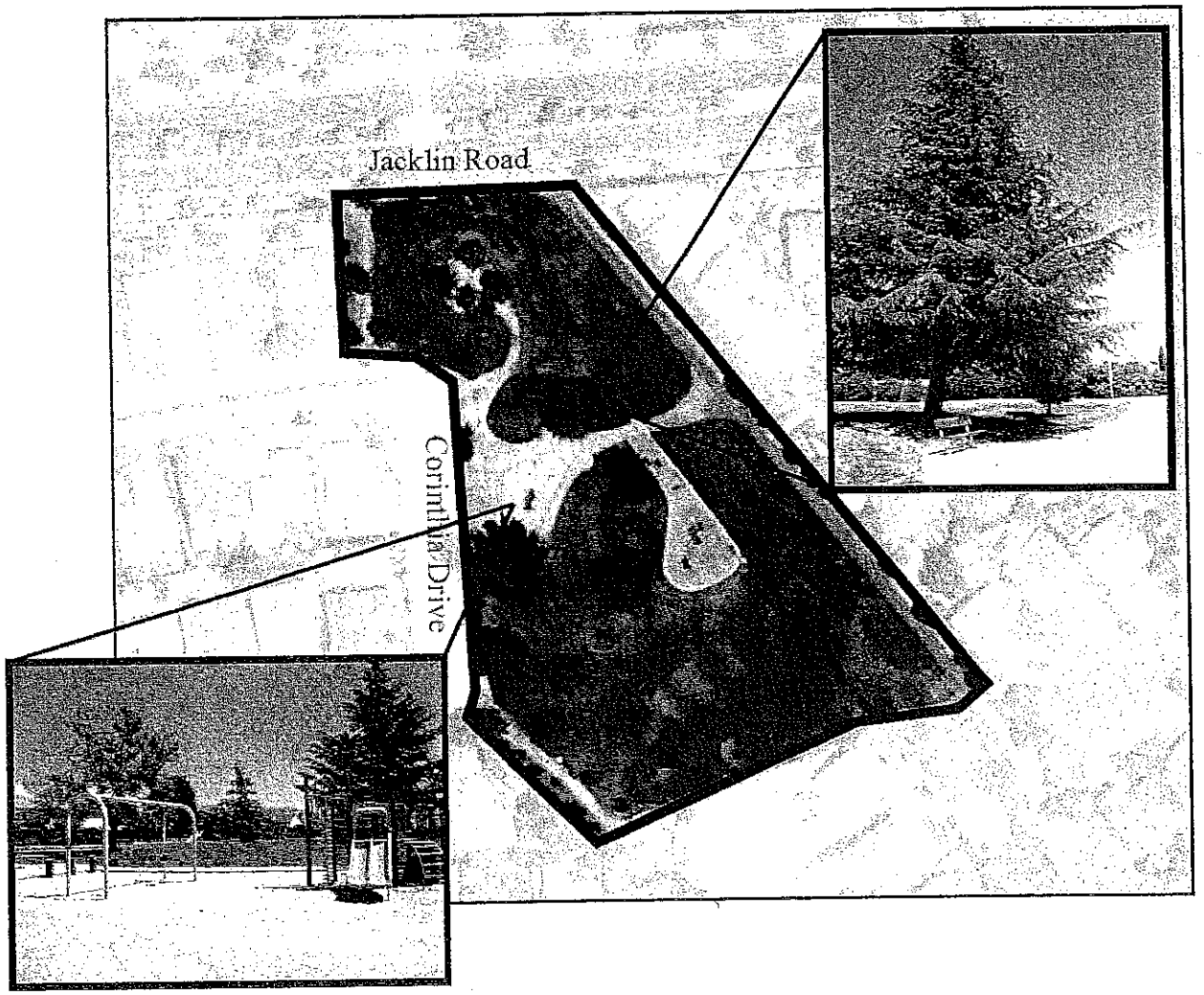
Park Name: Murphy Park

Amenities: The park includes one group picnic area with ten picnic tables and four barbecues. There are eight benches and two play areas, one for ages 2-5 and the other for ages 5-12.. One restroom is located in the middle of the park.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**61,742.00**

Oliver Jones Memorial Park

Type	Neighborhood Park
Location	Jacklin Drive at Hillview Drive
Size	4.93 acres



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Bid Proposal

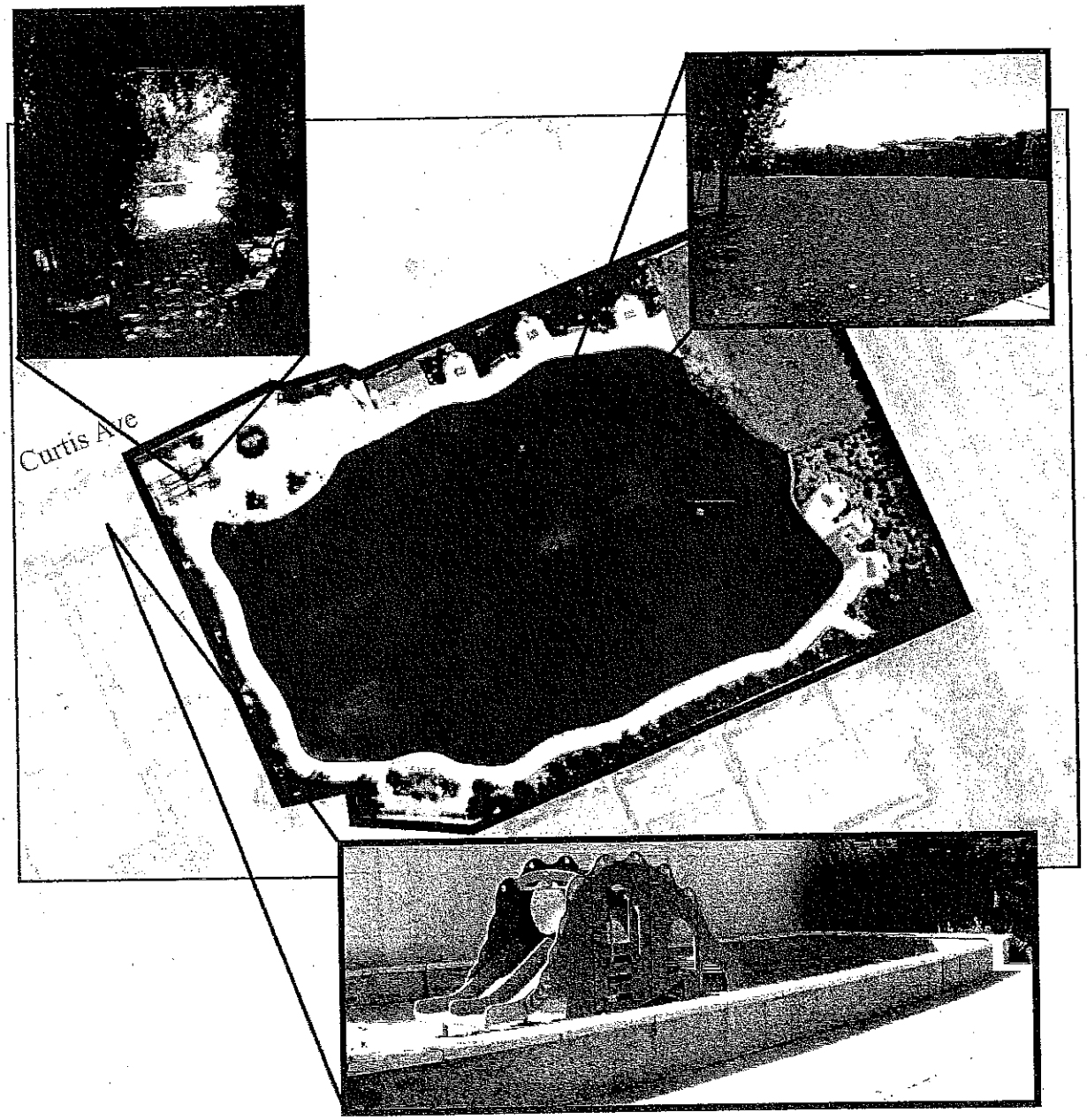
Park Name: Oliver Jones Memorial Park

Amenities: This park has four picnic tables with two barbecues and two children play structures. There are four benches and one bicycle rack, two dog waste bag dispensers, one drinking fountain, and lighted pathways.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**34,304.00**

Parc Metro East

Type	Urban Park
Location	Curtis Ave
Size	2.06 acres



Bid Proposal

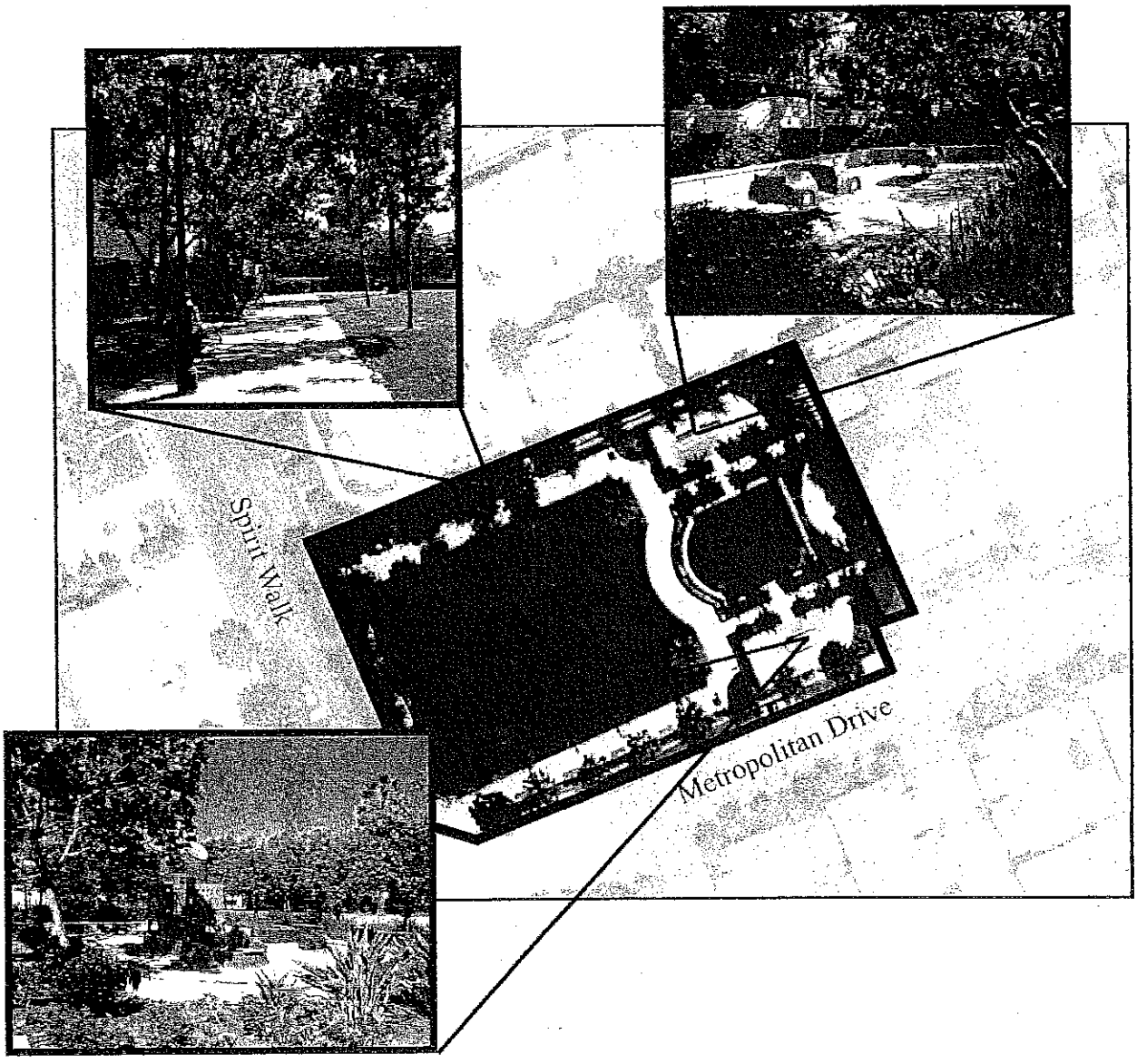
Park Name: Parc Metro East

Amenities: The park includes three arbors, five benches, one bicycle rack, one dog waste dispenser, four drinking fountains, four game tables, one large informal turf area, and two play structures serving children between the ages of 2-5 and 5-12 years.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**39,072.00**

Parc Metro Middle

Type	Urban Park
Location	Curtis Ave
Size	0.58 acres



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Bid Proposal

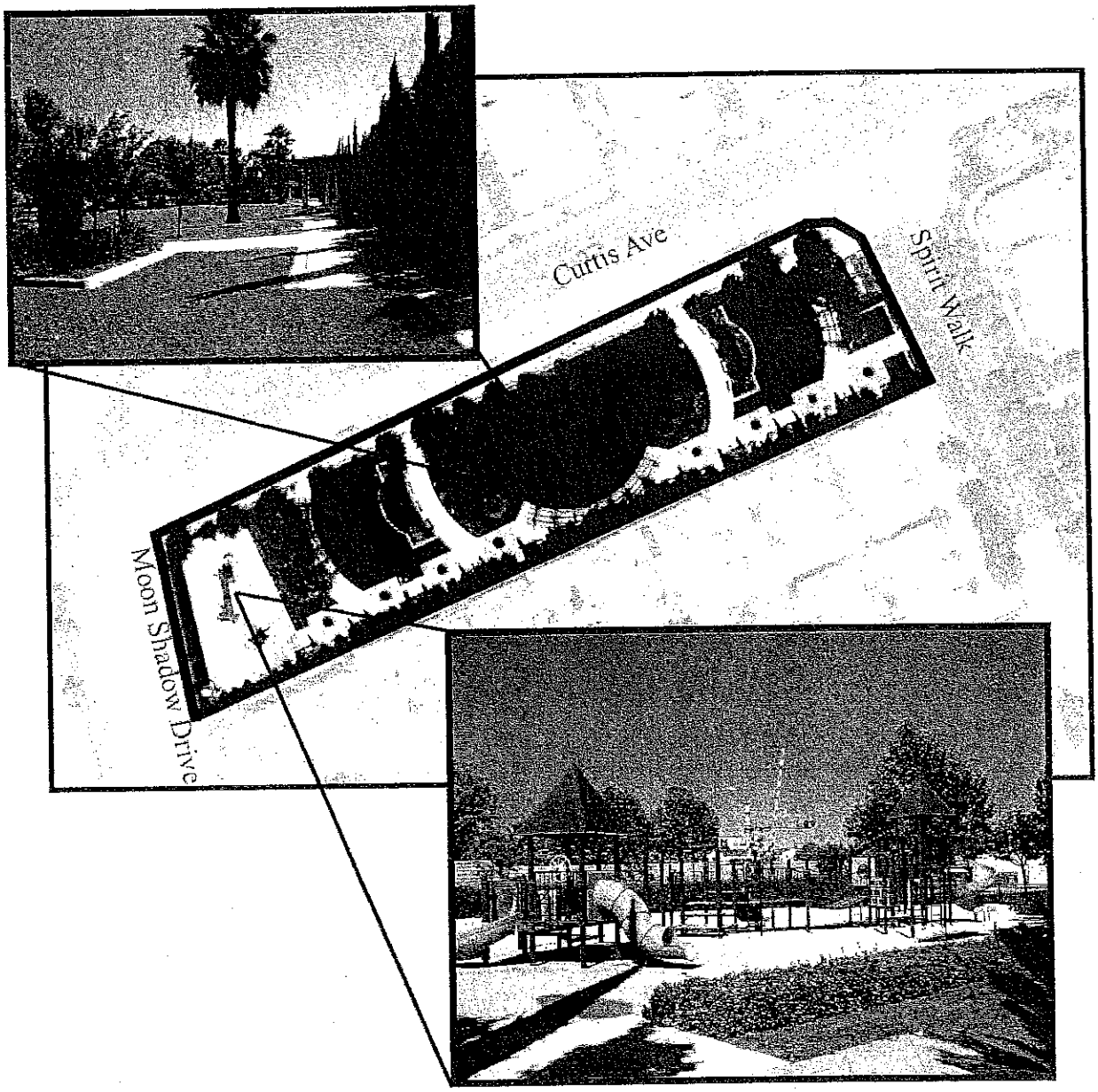
Park Name: Parc Metro Middle

Amenities: The park includes eight benches, four drinking fountains, one group picnic area, an informal turf area, concrete pathways with lighting, two play structures serving the ages of 2-5 and 5-12 years.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**25,607.00**

Parc Metro West

Type	Urban Park
Location	Curtis Ave
Size	0.98 acres



Bid Proposal

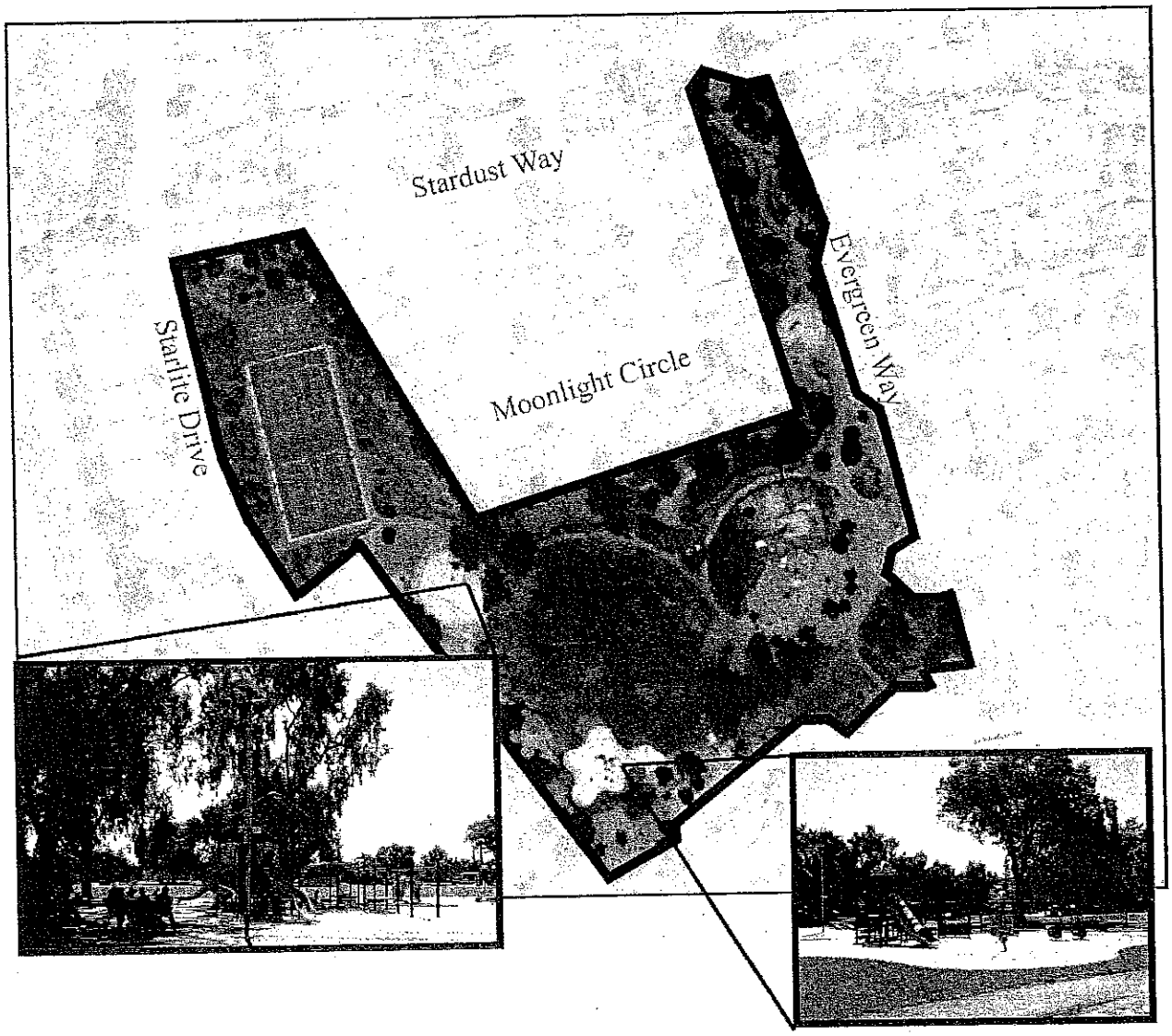
Park Name: Parc Metro West

Amenities: This park has three Arbors, two trellises, six barbecues, six benches, one bicycle rack, concrete pathways with lighting, six picnic tables, one play structure serving 2-5 year olds, and one restroom.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**38,401.00**

Pinewood Park

Type	Neighborhood Park
Location	Greentree Way
Size	9.88 acres



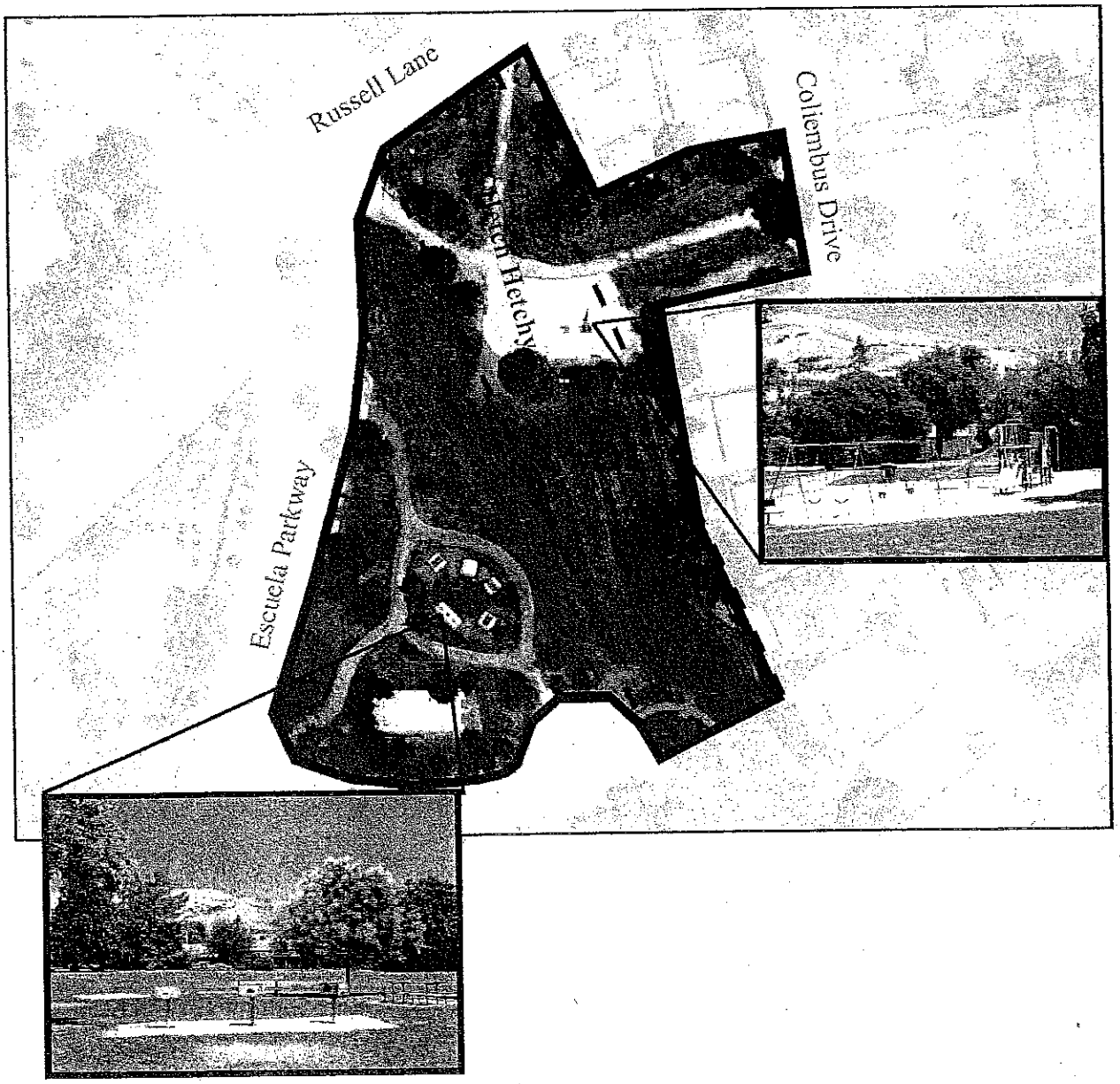
Bid Proposal

Park Name: Pinewood Park
Amenities: This park has one lighted basketball court, four lighted tennis courts, and one tennis backboard. There are two group picnic areas with four picnic tables, two barbecues, seven benches, two bicycle racks, two dog waste bag dispensers, two drinking fountains, one large informal turf area, and a restroom. The pathways at this park are asphalt and lighted. There are three children play structures, two tot lots, and one serving the ages of 5-12 years of age.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**62,984.00**

Sandalwood Park

Type	Neighborhood Park
Location	Escuela Parkway and Russell Lane
Size	3.88 acres



Bid Proposal

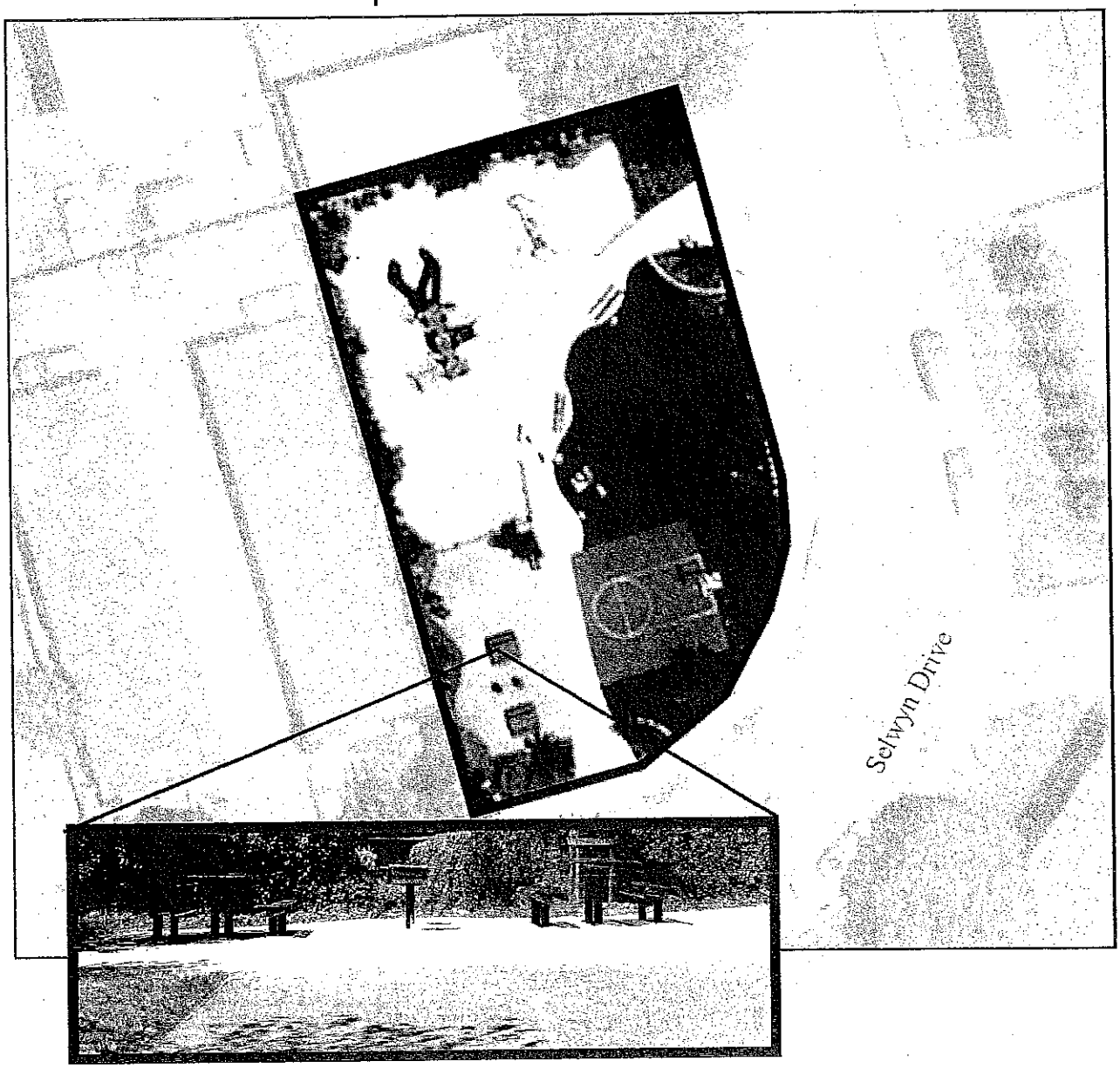
Park Name: Sandalwood Park

Amenities: This park currently contains eight benches with two barbecues, and two drinking fountains. There is one large informal turf area for free play, two horseshoe pits, and one play structure.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**31,115.00**

Selwyn Park

Type	Urban Park
Location	Selwyn Drive
Size	0.23 acres



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Bid Proposal

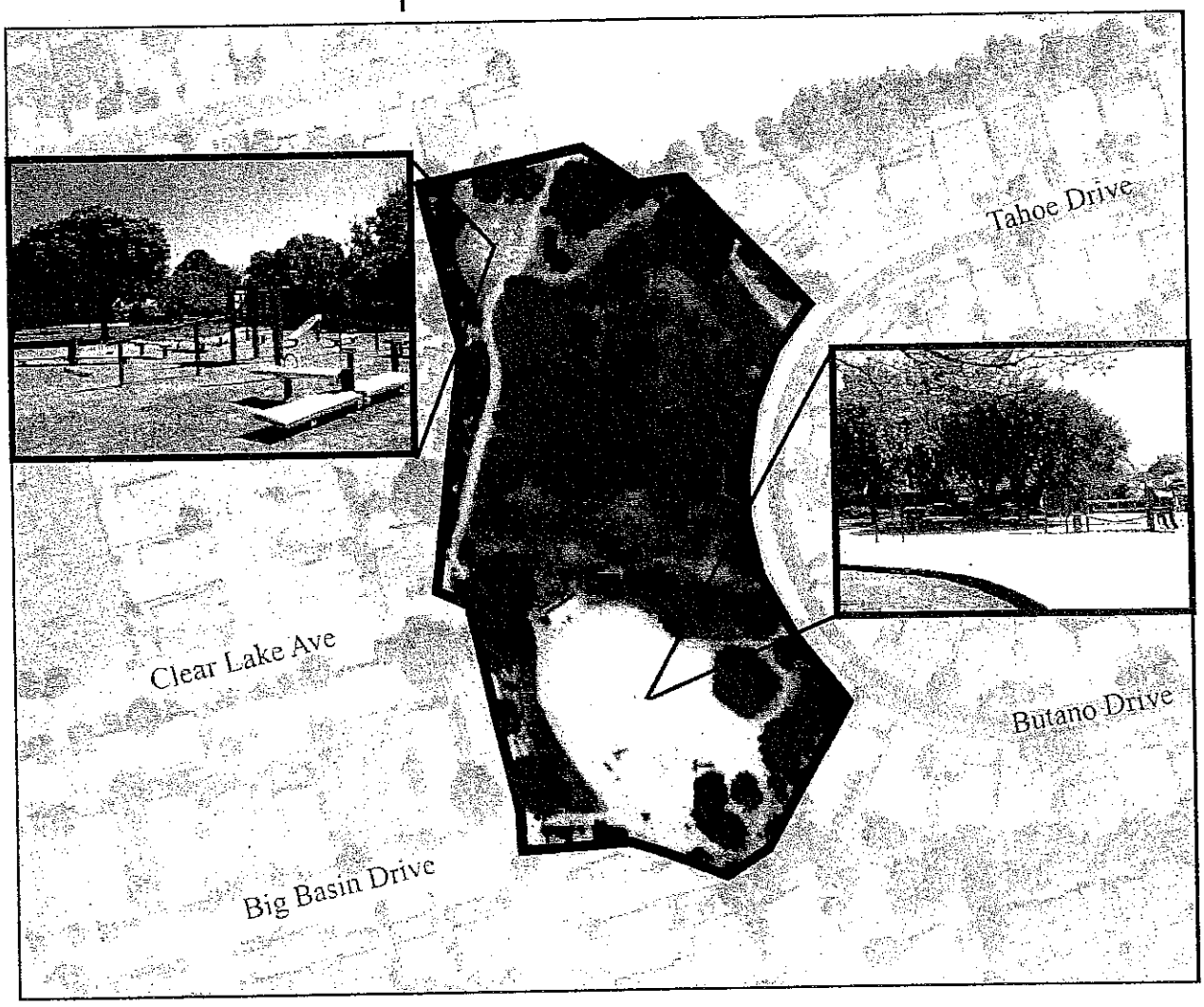
Park Name: Selwyn Park

Amenities: This park has one half basketball court, two picnic tables with two barbecues, three benches, one informal turf area and two play structures.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**18,386.00**

Sinnott Park

Type	Neighborhood Park
Location	Tahoe Drive and Butano Drive
Size	4.67 acres



Bid Proposal

Park Name: Sinnott Park

Amenities: This park has three picnic tables with three barbecues, five benches, one bicycle rack, one drinking fountain, two horseshoe pits, one informal turf area, one volleyball court and one restroom. The park also includes two children's play structures.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**49,074.00**

Starlite Park

Type	Neighborhood Park
Location	Rudyard Drive and North Abbott Ave
Size	3.44 acres

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Bid Proposal

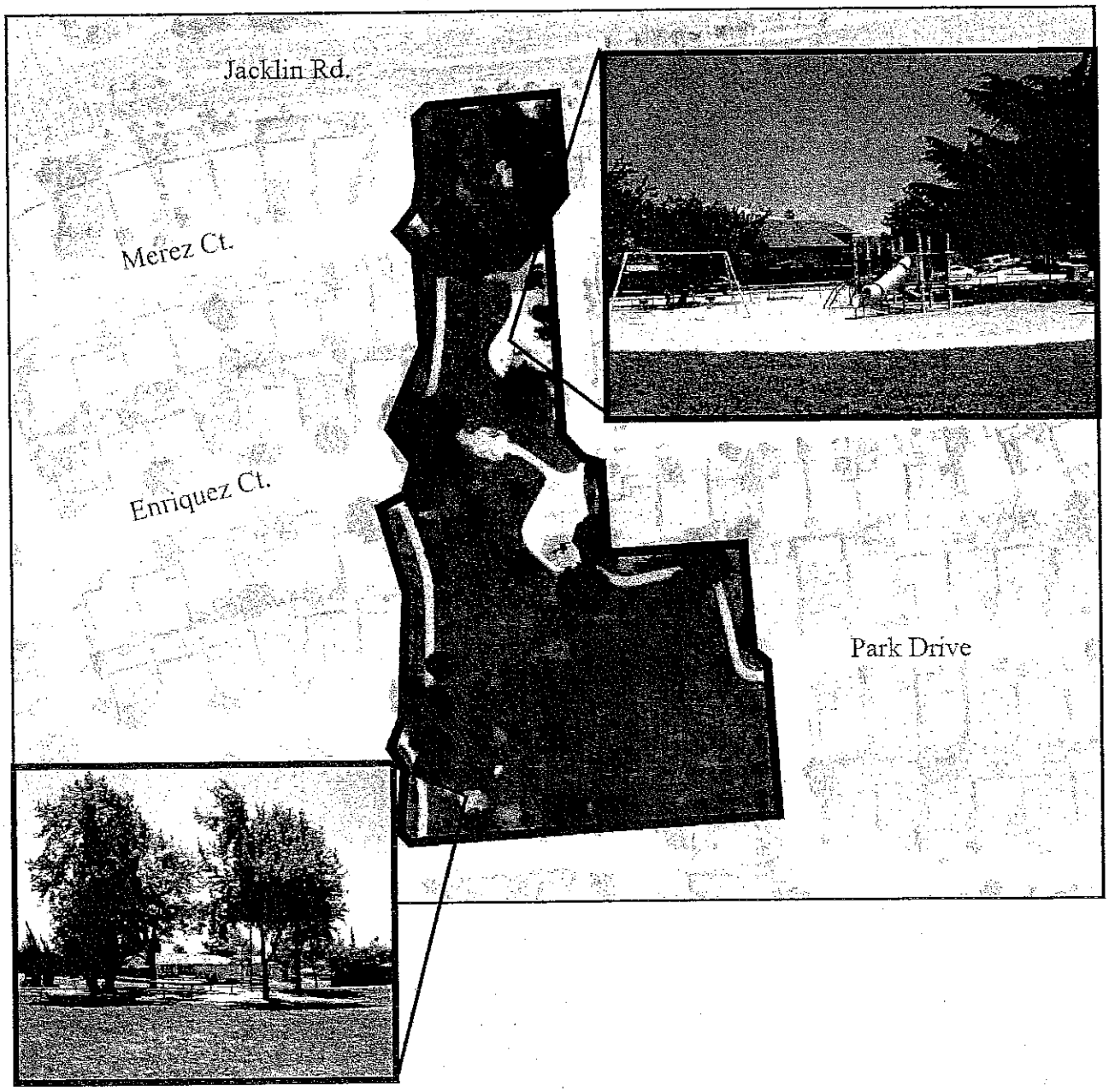
Park Name: Starlite Park

Amenities: This park has six picnic tables with three barbecues, 12 benches, one bicycle rack, one dog waste dispenser, one drinking fountain, and one bathroom. There are also two horseshoe pits, one informal turf area, one volleyball court, and one play structure.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**45,845.00**

Strickroth Park

Type	Neighborhood Park
Location	Martil Way and Gemma Drive
Size	4.87 acres



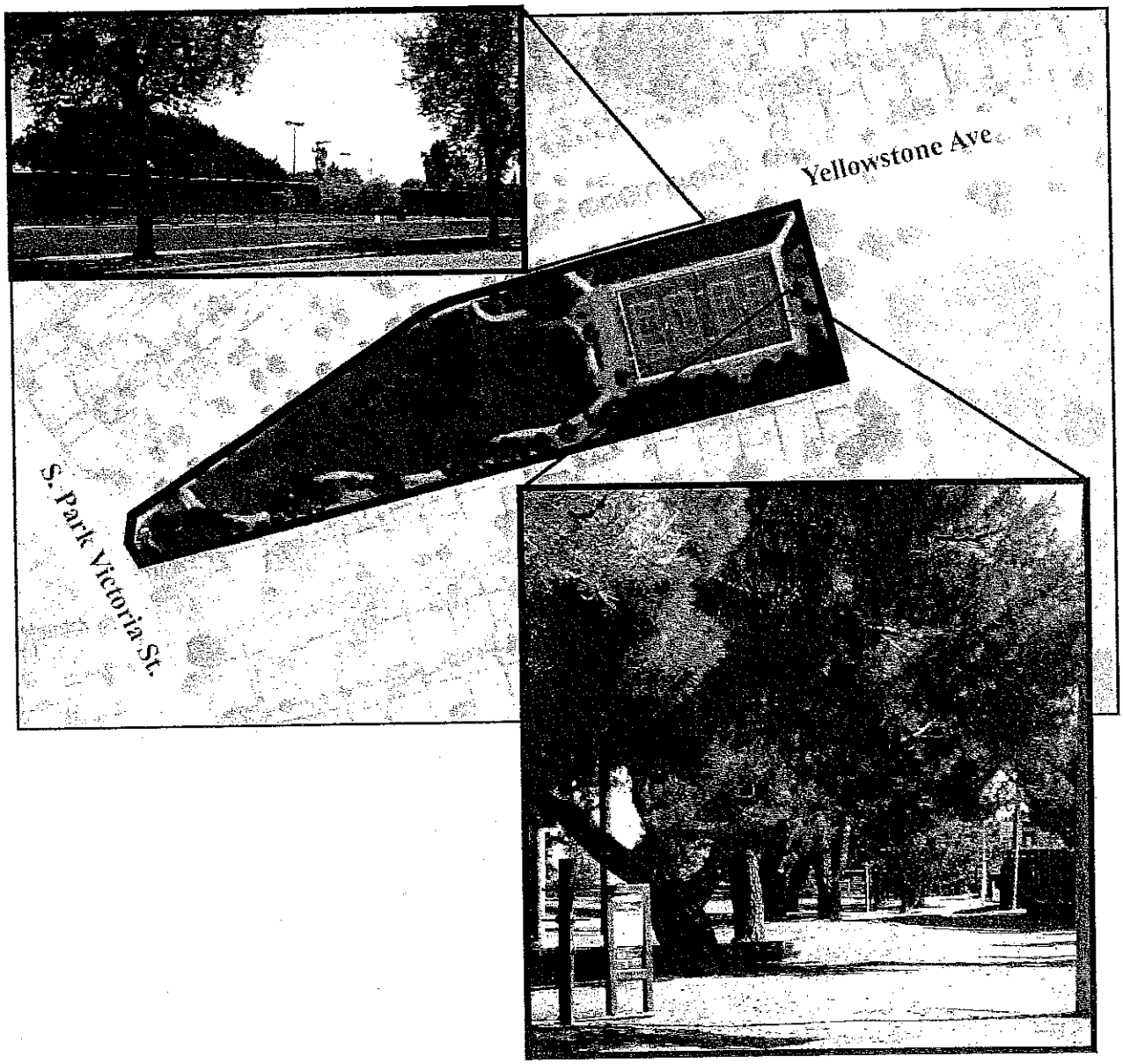
Bid Proposal

Park Name: Strickroth Park
Amenities: The park includes one backstop for baseball or softball and two play structures; one structure for the ages between 2 and 5, the other for the ages 5 through 12. There is a large informal turf area and a drinking fountain, a bicycle rack, a picnic area with two barbecues and trash receptacles.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**36,022.00**

Yellowstone / Robert E. Browne Park

Type	Neighborhood Park
Location	Yellowstone Ave.
Size	4.93 acres



Bid Proposal

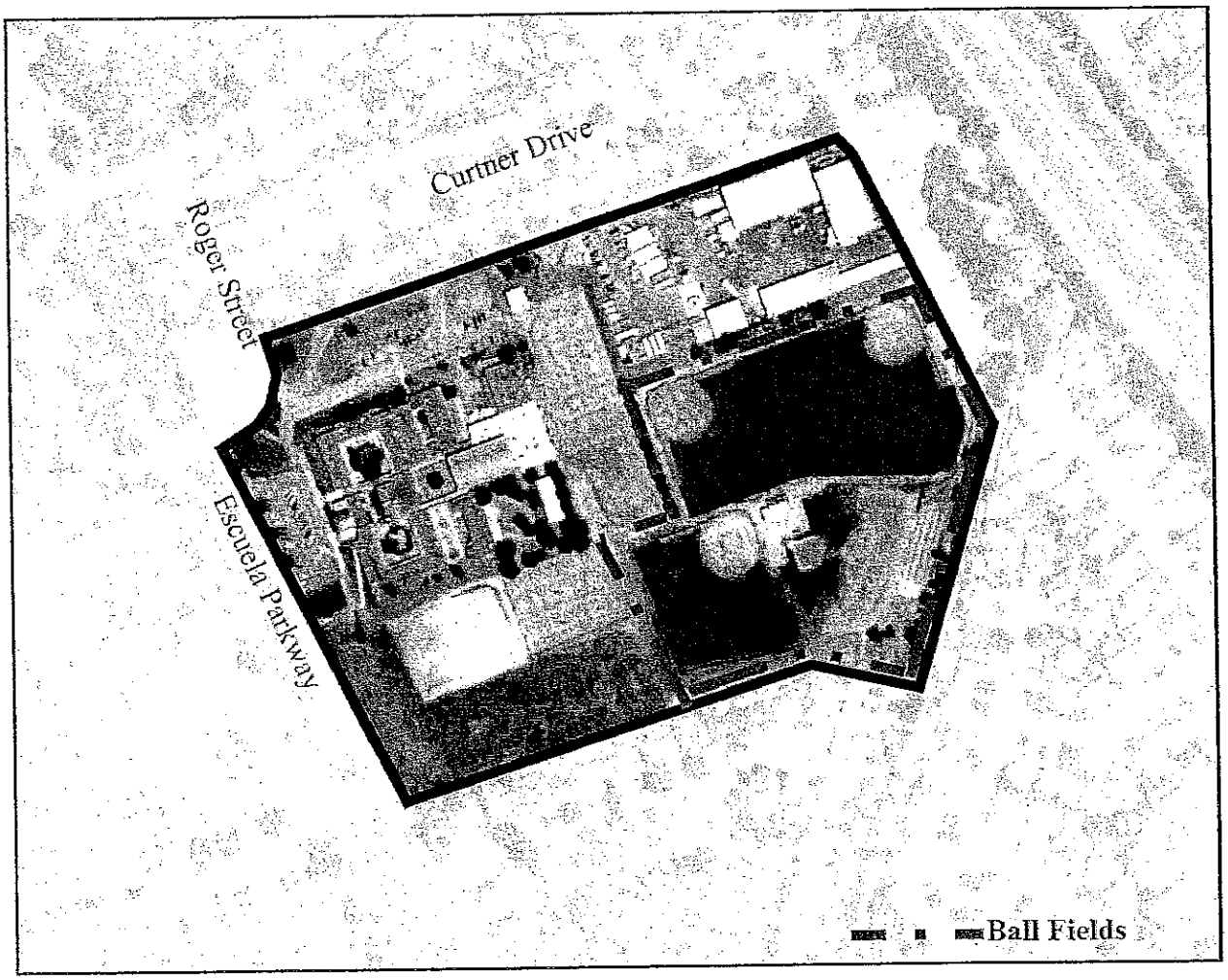
Park Name: Yellowstone / Robert E. Browne Park

Amenities: The park has 13 benches that surround the perimeter pathway, one bicycle rack, one drinking fountain, one picnic table, four lighted tennis courts, and one tennis backboard.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**41,623.00**

Russell Junior High School Joint Use Field

Type	School Facility
Location	Curtner Drive
Size	7.86 acres



Bid Proposal

Park Name: Russell Junior High School Joint Use Field

Amenities: The agreement between the School District and the City includes the use of the four baseball fields that have two bleachers per field and a score keeper's booth along with a concession stand and restrooms. There is one multipurpose field and two drinking fountains.

Job Duties	**Frequency**
1) Mowing and edging	weekly
2) Weed control	Twice annually and as needed
3) Mechanical weed control	as needed
4) Pruning shrubs and ground cover	Twice annually and as needed
5) Fertilizing & Aeration	2 to 4 times annually depending on the park or athletic field
6) Mulching	as needed
7) Empty trash cans	twice weekly and as needed
8) Remove trash and misc. debris from landscape	weekly and as needed
9) Inspect, adjust and repair irrigation system	weekly and as needed
10) Restroom service: opening, cleaning, repair and restocking – 7 days a week	daily
11) Playground inspection reports per U.S. CPSC requirements	weekly
12) Playground/park light inspection and replacement	weekly and as needed
13) Athletic field maintenance	daily/weekly
14) Parking lot cleaning	weekly and as needed
15) Vandalism reports and repairs	as needed
16) Graffiti Maintenance	as needed
17) Tree trimming	annually and as needed
18) Herbicide application	seasonally
19) Clean and repair drinking fountains	as needed
20) General Park Maintenance	as needed
21) Tennis and basketball court cleaning (and replacement of nets as necessary)	weekly
22) Pond maintenance cleaning	as needed
23) Dog park	twice weekly
24) Community garden	bi-weekly
25) Annual Planting	3 times per year
Total Bid Price (Annual Amount)	**72,434.00**

TOTAL ANNUAL MAINTENANCE CONTRACT

Total Base Proposal (The sum of all parks) ....$ 1,463,681.00

On-Call and Emergency Response Allowance **$200,000.00**

Total Proposal (Written in figures) .....$ 1,663,681.00
Total Proposal (Written in Words) .....$ One million six hundred sixty-three thousand six hundred eighty-one

Where there is a discrepancy between words and figures, WORDS WILL GOVERN.

Restroom Security **(Please provide annual pricing for this future service. See page 14 for further information.)** $ 38,000.00

STATE CONTRACTORS LICENSE CLASS AND NUMBER

CONTRACTORs' License Number 935132

CONTRACTORs' License Class C27 Exp. 7/31/2011

Award. Award will be based upon the Evaluation Criteria specified herein. Award will NOT be based upon price alone.

Signatures. All information submitted by Proposer, including signatures, must be original. Copies will not be accepted.

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

Term Of Offer. It is understood and agreed that this Proposal may not be withdrawn for a period of **ninety- (90) days** from the Submittal Deadline, and at no time in case of successful Proposer.

Proposer's Acknowledgement Of His Understanding Of The Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the City of Milpitas the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

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

Yes xx No _____ Initials B.H.

CONTRACTORS REPRESENTATIVE. Kris Dasso – Maintenance Branch Manager 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.

Terracare Associates – LP
Company Name of Proposer

921 Arnold Dr.
Mailing Address (PO Box or street)

City, State, and Zip Code

Bill Horn
Name of Authorized Representative

Signature V.P.
Title

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

(925) 374-0060
Telephone Number

(925) 374-0065
Facsimile Number

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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.

Bill Horn (Proposer's Name), being first duly sworn, deposes and says that he or she is Vice President (Position/Title/Owner) of Terracare Associates - LP (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."

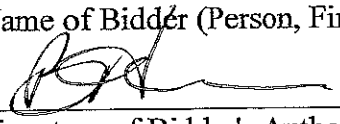
3/11/11	Martinez, Ca
(Date)	(Signed at (Place)
Terracare Associates	
Proposer Name (Person, Firm, Corp.)	Authorized Representative
921 Arnold Dr.	Bill Horn
Address	Representative's Name
Martinez, Ca 94553	Vice President
City, State, Zip	Representative's Title

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 1197. 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.

Terracare Associates – LP
Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Bill Horn – Vice President
Name & Title of Authorized Representative

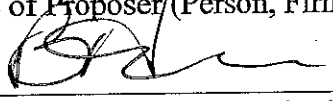
3/11/11
Date of Signing

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.

Terracare Associates – LP
Name of Proposer (Person, Firm, or Corporation)



Signature of Proposer's Authorized Representative

Bill Horn – Vice President
Name & Title of Authorized Representative

3/11/11
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.

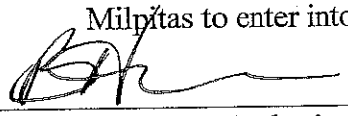
d. The Contractor shall notify the City of Milpitas of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

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

Bill Horn – Vice President
Name & Title of Authorized Representative

3/11/11
Date of Signing

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.**

Terracare Associates - LP
Proposer Name

SUBCONTRACTORS LIST, Page 1 ***All Subcontractors in excess of 1/2 of 1% of total Proposal must be listed.***		
SUBCONTRACTOR: Arborwell		ITEM OF WORK:Tree Service
LOCATION/ADDRESS: 2337 American Ave.	Hayward, Ca 94545	
LICENSE NO. **CLASS:** C27 C61 D49_739392	**EXPIRATION DATE:** 8 / 31 / 2011	PHONE: (888)969-8733
SUBCONTRACTOR: Animal Damage Management (ADM)	Morgan Hill, Ca 95037	ITEM OF WORK: Pest Control
LOCATION/ADDRESS: 16170 Vineyard Blvd. #150		
LICENSE NO. **CLASS:** _30004 Pesticide	**EXPIRATION DATE:** 12 /31 /12	PHONE: (800) 292-9845
SUBCONTRACTOR: Clean Sweep	Saratoga, Ca 95071	ITEM OF WORK: Restroom Maintenance
LOCATION/ADDRESS: Po Box 906		
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: (408) 867-5911

CERTIFICATE OF COMPLIANCE

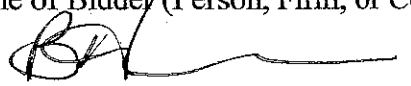
To be completed and returned by Successful Bidder with Certificates of Insurance

TO: City of Milpitas

RE: City of Milpitas Parks Maintenance Service RFP #1197

This is to certify that all requirements for insurance of subcontractors as specified in RFP Number (1197) have been met.

Terracare Associates – LP
Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Bill Horn – Vice President
Name & Title of Authorized Representative

3/11/11
Date of Signing

Exhibit A

"INSURANCE REQUIREMENTS"

EXHIBIT A
INSURANCE REQUIREMENTS - GENERAL

Definition:
For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:
No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The CONTRACTOR shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's general liability insurance for the benefit of his employees and the employees of any subcontractor under him not protected by such compensation laws.

Minimum Scope of Insurance:
Coverage shall be *at least as broad as*:

1. Insurance Services Office Form CG 0001 covering Commercial General Liability on an "occurrence" basis.
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance:
Contractor shall maintain limits no less than:

1. **General Liability**: (Including operations, products and completed operations.)

   $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: **$1,000,000** per accident for bodily injury and property damage.

3. **Employer's Liability**: **$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions:
Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Other Insurance Provisions:
The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as insureds** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Contractor's insurance and shall not contribute with it.**

3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers:
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage:
Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

Absence of Insurance:
If the CONTRACTOR allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered CONTRACTOR's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

CITY of MILPITAS

Purchasing Division
455 E. Calaveras Blvd
Milpitas, CA 95035-5479

Phone: 408-586-3161 Fax: 408-586-3170

ADDENDUM NO. 1
to
RFP 1197
City of Milpitas
Parks Maintenance Service

2/24/2011

TO ALL PROSPECTIVE BIDDERS:

In response to questions asked by during the pre-bid conference, the City offers the following responses.

1.) The individual park "Bid Proposal" forms are standardized. Not every park contains every amenity or requires every service. It is up to the proposer to visit every park and prepare each bid according to the needs of that park.

2.) The irrigation system is a Rain Master Oasis system with Evolution DX2 field controllers. The City is responsible for the main system. The contractor is responsible for all field components including field controller boards and/or acts of vandalism.

3.) Incidences of theft including copper wire are the responsibility of the City.

4.) Playground equipment must be inspected weekly by a certified playground inspector. Safety is the primary issue; always check for loose bolts, shape edges, broken parts, graffiti, etc. All such issues must be reported and repaired promptly.

5.) The garbage truck noted in the bid is a Ford 650 Super Duty with a Wayne 10 yard compactor. It can be driven with a class "C" license.

6.) Mulch must be maintained at a depth of 2 inches, using ProChip or any equivalent band.

7.) All plants shall be maintained status quo or in other words in their existing state or condition. Plant die off due to improper care, or vandalism must be replaced by the contractor. Within 30 days of award, Contractor shall perform a detailed review of all planted areas and report their condition to the City.

8.) In general, all service levels through out all the parks shall be kept status quo in other words in their existing state or condition. Contractor is not expected to upgrade the parks.

9.) The City will provide copies of any current forms that it uses for parks maintenance. If the form(s) do not meet your need the contractor will have to create what ever form is necessary to convey the requested information.

10.) The contractor will have direct access to the Rain Master Oasis central control system, located at the Milpitas Public Works Building at 1265 N. Milpitas Blvd. Milpitas, CA 95035.

11.) There are 30 to 60 football games during the season depending on use by PAL and outside rentals. The field must be striped weekly or as need. This is a change from the specification wherein it was stipulated "before every game".

12.) In regard to trees, contractor does all structural pruning.

13.) Dog waste is removed in separate plastic bags and added to the garbage compactor separately.

14.) Restroom security will be considered in your response, but it is more of a budget item than an evaluation criteria.

15.) Not all parks are on recycled water.

16.) An act such as burning down a restroom or a dug out would be the responsibility of the City.

17.) Water is paid for by the City.

18.) There are no water pumps in any of the parks.

19.) Bridge maintenance includes any safety issues such as worn or broken boards, nail heads hammered down and removal or painting over graffiti.

20.) At this time there are four other parks that may become part of this contract in 12 to 18 months.

21.) Current park staff includes 14 field crew and one supervisor.

22.) Scoreboard repairs are the responsibility of the contractor. Typically one or two have to be repaired per year, bulbs are inexpensive but control modules can run as much as $500.

23.) Football lights are changed using a Genie lift. Bulbs run about $90 and are 1500 watt metal halide.

24.) All lighting is included in the bid, sports field, restroom, path, parking lots, etc.

25.) Minor asphalt and concrete repairs are the responsibility of the contractor.

26.) Bridge painting is "as needed" based on flaking, graffiti, etc.

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

Chris Schroeder
Purchasing Agent

Public | Purchase®

Information Deleted: ~~Deleted~~

Information Added: Added

Bid RFP #1197 - City of Milpitas Parks maintenance service
Addendum #1 - Addendum No 1

Bid Type **RFP**

Bid Number **1197**

Title **City of Milpitas Parks maintenance service**

Start Date **Feb 16, 2011 4:06:44 PM PST**

End Date **Mar 11, 2011 2:00:00 PM PST**

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

Provide all aspects of landscape maintenance and daily park operation, including equipment maintenance and repair of all park amenities.

Pre-Bid Conference

Date: Feb 23, 2011 10:00:00 AM PST

Location: 455 E. Calaveras Blvd.

Notes: The pre-bid meeting will be held in the Committee Meeting Room off the first floor lobby of City Hall at 455 E. Calaveras Blvd. Milpitas, CA 95035-5411

* **Vendor attendance is required**

No Attachments No Attachments

Documents

Name	Posting Date	Acceptance
Parks Maintenan	Feb 16, 2011 4:02:45 PM PST	Yes
COM Basic Ins R	Feb 16, 2011 4:04:34 PM PST	Yes
RFP 1197 Adder	Feb 24, 2011 4:16:31 PM PST	Yes

Return to Bid

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Bid RFP #1197 - City of Milpitas Parks maintenance service
Addendum #2 - Addendum No. 1

Information Deleted: ~~Deleted~~

Information Added: Added

Bid Type **RFP**

Bid Number **1197**

Title **City of Milpitas Parks maintenance service**

Start Date **Feb 16, 2011 4:06:44 PM PST**

End Date **Mar 11, 2011 2:00:00 PM PST**

Agency **City of Milpitas**

Bid Contact **Chris Schroeder**
(408) 586-3161
cschroeder@ci.milpitas.ca.gov
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411

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* **Vendor attendance is required**

No Attachments

No Attachments

Documents

Name	Posting Date	Acceptance
Parks Maintenan	Feb 16, 2011 4:02:45 PM PST	Yes
COM Basic Ins R	Feb 16, 2011 4:04:34 PM PST	Yes
RFP 1197 Adden	Feb 24, 2011 4:~~16~~29:~~31~~12 PM PST	~~Yes~~ No

Return to Bid

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Information Deleted: ~~Deleted~~

Information Added: Added

Bid RFP #1197 - City of Milpitas Parks maintenance service
Addendum #3 - change of acceptance on Addendum No. 1

Bid Type **RFP**

Bid Number **1197**

Title **City of Milpitas Parks maintenance service**

Start Date **Feb 16, 2011 4:06:44 PM PST**

End Date **Mar 11, 2011 2:00:00 PM PST**

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

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Date: Feb 23, 2011 10:00:00 AM PST

Location: 455 E. Calaveras Blvd.

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* **Vendor attendance is required**

No Attachments No Attachments

Documents

Name	Posting Date	Acceptance
Parks Maintenan	Feb 16, 2011 4:02:45 PM PST	Yes
COM Basic Ins R	Feb 16, 2011 4:04:34 PM PST	Yes
RFP 1197 Adden	Feb 24, 2011 4:~~29~~30:~~12~~35 PM PST	~~No~~ Yes

Public | Purchase

Information Deleted: ~~Deleted~~

Information Added: Added

Bid RFP #1197 - City of Milpitas Parks maintenance service
Addendum #4 - Pre-Bid Conference Attendees List

Bid Type **RFP**

Bid Number **1197**

Title **City of Milpitas Parks maintenance service**

Start Date **Feb 16, 2011 4:06:44 PM PST**

End Date **Mar 11, 2011 2:00:00 PM PST**

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

Provide all aspects of landscape maintenance and daily park operation, including equipment maintenance and repair of all park amenities.

Pre-Bid Conference

Date: Feb 23, 2011 10:00:00 AM PST
Location: 455 E. Calaveras Blvd.
Notes: The pre-bid meeting will be held in the Committee Meeting Room off the first floor lobby of City Hall at 455 E. Calaveras Blvd. Milpitas, CA 95035-5411

* **Vendor attendance is required**

No Attachments No Attachments

Documents

Name	Posting Date	Acceptance
Parks Maintenan	Feb 16, 2011 4:02:45 PM PST	Yes
COM Basic Ins R	Feb 16, 2011 4:04:34 PM PST	Yes
RFP 1197 Adden	Feb 24, 2011 4:30:35 PM PST	Yes
Pre-Bid Confere	Mar 1, 2011 11:08:06 AM PST	Yes

City of Milpitas Parks Maintenance Service

RFP 1197

Pre-Bid Conference
10:00 AM - 2/23/11

1. Company: TRUGREEN LANDCARE

Representative: JIM LAWRENCE

Address: 3240 DARBY COMMON FREMONT CA.

Telephone: 510 364 1610 Fax: e-mail: JIM.LAWRENCE@LANDCARE.COM

2. Company: Commercial Environment Landscape

Representative: Leonard Valenti

Address: 9110 Marcella Ave Gilroy Ca. 95021

Telephone: (408) 848 9688 Fax (408) 848 9719 e-mail: len@lavinc.com

3. Company: ValleyCrest Landscape

Representative: Ryan Ferrara

Address: 825 Mabury Rd San Jose, CA 95133

Telephone: 408-461-0991 Fax: 408-437-1817 e-mail: rferrara@valleycrest.com

4. Company: DOMINGUEZ LANDSCAPE SERVICES INC

Representative: MITS IDEISHI

Address: 8376 ROVANA CIRCLE, SACRAMENTO CA 95828

Telephone: 916 381-8855 Fax: 916 381-4796 e-mail: MITSI@DOMINGUEZLANDSCAPE.NET

City of Milpitas Parks Maintenance Service

RFP 1197

Pre-Bid Conference
10:00 AM - 2/23/11

5. Company: Jensen Landscape Services
Representative: John Fifer
Address: 1983 Concourse Dr. San Jose
Telephone: 408 ~~486~~-4555 Fax: 408 44[illegible]-4881 e-mail: jfifer@jensencorp.com

6. Company: Crossroads Facility Services, Inc
Representative: Larry Greich
Address: 9300 Tech Center Dr., Suite 100
Telephone: (916) 568-5230 Fax (916) 568-5159 e-mail: larryg@crossroadsfac.cityservice.com
(916) 870-2061 (Cell)

7. Company: Terracare Associates
Representative: Mike Farrell
Address: 921 Arnold Dr. Martinez 94553
Telephone: 925 374-0060 Fax: 374-0065 e-mail: mfarrell@terracare associates.com

8. Company: Sycamore Landscaping Corporation
Representative: Doreen Kwasnicki
Address: P.O. Box 2279, Walnut Creek, CA 94595
Telephone: 925-942-0751 Fax: 925 942-0349 e-mail: dkwasnicki@sbcglobal.net

City of Milpitas Parks Maintenance Service

RFP 1197

Pre-Bid Conference
10:00 AM - 2/23/11

9. Company: BJORK CONSTRUCTION COMPANY INC.

Representative: CHRYS MORENO

Address: 4420 ENTERPRISE ST FREMONT CA 94538

Telephone: 510-656-4688 Fax: 510-656-0806 e-mail: CMoreno @ bjorkconstruction.com

10. Company: Pacheco Brothers Gardening

Representative: Neal Horibeck

Address: 795 Sandoval Way, Hayward, CA 94544

Telephone: 5104873580 Fax: 5104876830 e-mail: neal@pachecobrothers.com

11. Company: East Bay Construction Company

Representative: Thomas Peterson

Address: 1925 N. Mac Arthur Dr. #300

Telephone: 209-627-3797 Fax: 209-627-3799 e-mail: thomas@eastbayconstruction.net

12. Company: Enviroscapes inc

Representative: Alvaro Chavez

Address: 51501 Industrial DR

510-6518998

Telephone: 510-3770100 Fax: e-mail:

City of Milpitas Parks Maintenance Service

RFP 1197

Pre-Bid Conference
10:00 AM - 2/23/11

13. Company: PARKWEST LANDSCAPE

Representative: DASHIELE MIGUELE

Address: 6971 SIERRA CT.

Telephone: 925 361-4900 Fax: 925 361-4901 e-mail: SPARKER@PARKWESTINC.COM

14. Company:

Representative:

Address:

Telephone: Fax: e-mail:

15. Company:

Representative:

Address:

Telephone: Fax: e-mail:

16. Company:

Representative:

Address:

Telephone: Fax: e-mail:

TERRACARE ASSOCIATES

3/11/11

Mr. Chris Schroeder
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, Ca 95035

Re : RFP 1197 – City Parks Maintenance Service

Dear Mr. Schroeder,

I wanted to thank you for allowing Terracare Associates to present the city with a care program that will address the city's need to cut costs, but will also provide the citizens of Milpitas with parks that they are proud to use.

I feel very confident that Terracare will provide you with the highest quality, most professional daily service. We will immediately start to address issues that were noticed during the estimating process.

I wanted to point out a very important piece to this submittal. Terracare went through the parks and measured all of the planter and turf areas to give us an overall square footage of landscaping. We then take those square footages, as well as the hours of each individual task that we will perform, input them into a spreadsheet that we have developed. From that we get a very accurate and detailed plan of how we will manage the landscape. This method is very time consuming during the estimation process, but provides our operations personnel with a wealth of information. We also put man hours and material costs to each and every item called out in the scope of work. In addition, we added some items that we thought would provide better parks to the users.

It is not lost on us that this process posses a difficult decision for the city. We realize that if you decide to utilize an outside contractor, essentially, you will be letting more of your long time friends and co-workers go. This is undoubtedly a decision we would not wish on anyone.

Terracare will try to make the transition period as easy as possible, and might even have a few spaces open for current city employees. We will spend the first 30-90 days going through the irrigation systems, getting them ready for warm weather watering. Conducting a plant inventory and making recommendations on replanting. Cleaning up the parks in preparation for Spring and Summer use. In addition we will clean, paint, and repair all fixtures in need for high use seasons.

TERRACARE ASSOCIATES

Terracare is the current management company for several large city contracts (see reference sheet included herein). The City of Brentwood has entrusted us with their entire parks system, which encompasses 6 million square feet of turf and planter beds. We also care for large contracts for the cities of Oakley, Hercules. Terracare also managed half of the city of Roseville for a period of 6 yrs. from 2004 to 2010.

In responding to this RFP, we have left no stone unturned. We personally viewed, walked, and measured each and every park. We inventoried all the fixtures for each park and have allotted time and money to care for the parks at a high level. From our experience, we feel well positioned to not only provide the landscape, and ancillary care for the parks, but interact with the user groups, respond to emergencies, handle complaints on a timely basis, and provide the citizens of Milpitas with the best park experience possible.

We feel very confident that what we have presented here will make a positive impact on all the parks. We pride ourselves on the quality of our field personnel and management. Our local management has a wealth of experience from years in the industry. They take pride in knowing their jobs inside and out, and continue their education by taking classes and attending seminars. We also train our field staff each week in the latest industry technology, safety, and gardening techniques. We view our employees as our greatest asset, and believe that if we take care of them, they will take care of our clients, and us.

Please feel free to contact me if you have any questions.

Regards,

Mike Farrell
Business Development Manager
Terracare Associates

Roots go deep

New company charts proven trail

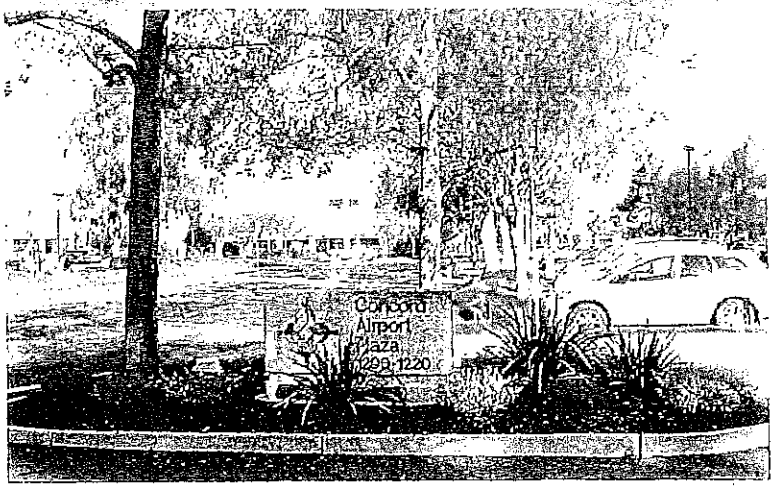
There is an old saying that every cloud has a silver lining. Todd Williams and Bill Horn, Landscape Industry Certified Manager & Technician, two officers for the newly formed Terracare Associates, won't argue with the expression.

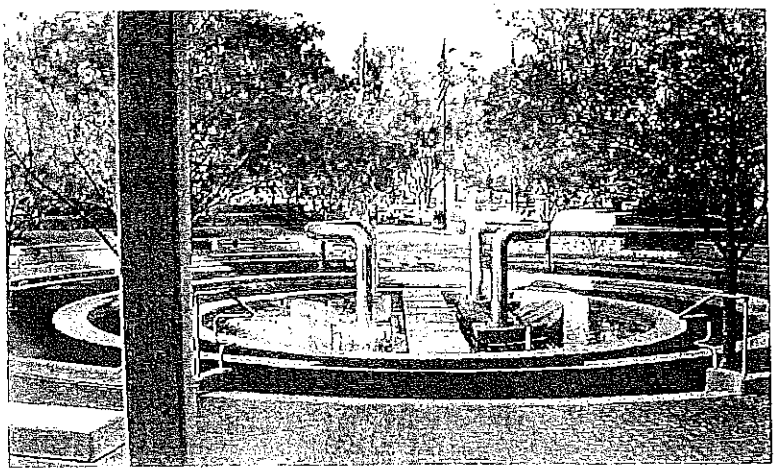
When the economy turned south two years ago, the management team of Denver-based American Civil Constructors (ACC) decided to sell its landscape management divisions and concentrate on its heavy civil construction expertise. At the time, Horn headed up its regional California operations and Todd was VP of landscape services at the headquarters location in Denver. When the divisions were sold to an equity company in 2009, both became officers of the new venture. One of the first moves they made was to close down a landscape construction arm in California that was battling a poor housing market and extreme competition in the hard bid arena. "It was extremely difficult to tell associates with whom we'd worked for years that they no longer had a job," Horn recalls, "We didn't have a choice, and like ACC, we wanted to concentrate on our strengths. In this case, it was landscape management.

That's what the company has done, retaining a cadre of loyal commercial clients ranging from HOAs, office and corporate campuses, and shopping centers to government facilities, park and recreation departments, and sports fields. All told, the company projects to generate upward of $27 million in revenue this year with 250 full-time and 150 part-time or seasonal employees.

Terracare officers: (Left to Right) Bill Horn, Landscape Industry Certified Manager & Technician, Todd Williams, Dean Murphy and Matt Donberger.

Even though its focus is on landscape management, Terracare has a broad array of clients in several different markets.





Williams and Horn met while working for RBI, a company that was purchased by ACC in 2002. Williams majored in range ecology while in school, went to work for RBI in 1984, and moved up the ladder to eventually run the company's landscape operations. Horn majored in ag business with the intent to "grow apricots." When the opportunity disappeared in 1979, he went to work as a crew member for a small landscape maintenance company.

That company was eventually purchased by Contra Costa Landscaping, which, in turn, was sold to RBI in 1997. By then, Horn had assumed several supervisory roles and was managing the maintenance division.

The varied experience of Williams and Horn was to pay big dividends later on. "One can safely say that I've done just about everything in a landscape management company," Horn relates. "I've been a crew member, I ran a crew, managed crews, and ran a division. I not only empathize with our employees, I've been there." In his 17 years with RBI, Williams not only helped grow the maintenance division, but also received a broad education in other disciplines as the company expanded into golf course management, sod and tree farming, wholesale nursery, and organic recycling.

From 2002 until last year, the duo put their experience to work for ACC, and continued to evolve as managers. "What will make Terracare Associates a success is what worked for ACC for so many years," explains Horn. "We place a high value on our employees. They receive ongoing, intensive safety training, and we offer an excellent benefits package to full-time employees. They are also encouraged to develop their careers via ongoing education. In fact, we are strong believers in PLANET's certification program and, hence, have several Landscape Industry Certified Managers and Landscape Industry Certified Technicians on board."

Horn outlines the important role safety plays within the new company. "Everyone in our company participates in a morning 'stretch and flex' exercise. We have a safety committee and a recognition program that encourages managers to spontaneously reward employees with a $20 gift card for being especially safe. We also encourage the submission of safety ideas and provide a comprehensive safety program that offers CPR and defensive driving training." Terracare Associates is a member of the PLANET STARS Safe Company Program, he notes, adding that he also sits on the association's Safety and Risk Management Committee.

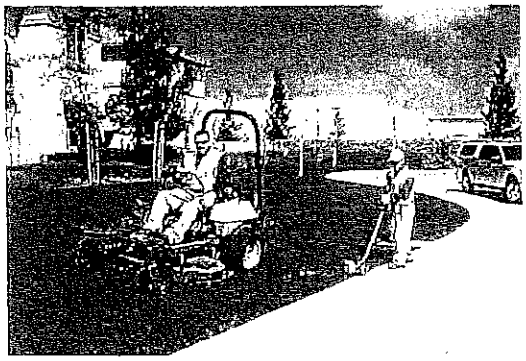
There is a direct relationship between retaining employees and retaining clients, Horn emphasizes. "On average, our employees have been working with us for 12 years. They bring consistency and understanding to the table, something that is valued by our customers. We may pay more in benefits than other companies, but doing so pays dividends in the long run."

Terracare Associates
Denver, Colorado
Founded: 2009
Employees: 400
(250 full time and 150 seasonal)
Service Offering:
100% Commercial
Landscape Management

Officers:
Todd Williams, *president;*
Bill Horn, *Landscape Industry Certified Manager & Technician, vice president;*
Dean Murphy, *vice president;*
Matt Donberger, *vice president;*
Mike Morrissey, *CFO*

"We're a new company and yet we're not," Williams relates. "I like to refer to us as a $27 million start-up. Even though the makeup of our internal and external customers hasn't changed significantly, our management team has spent countless hours developing new systems, marketing our company brand, coming up with a new benefits program, and forming new relationships with insurance carriers, to name but a few issues that occupy our day."

He continues: "We juggle different balls in the air, all the time, staying focused on what's most important — serving our clients. Our brand promise is 'timely performance with technical expertise,' but our company philosophy pretty much spells out what we are all about. It states, 'Our goal of leading the industry in improving outdoor environments is achieved through creating accountability at every level and a core belief system composed of honesty, integrity, and respect for all people as well as providing a superior level of service.' "



Safety is part of Terracare's company culture. Employees receive ongoing intensive safety training, and the company is a member of the PLANET STARS Safe Company Program.

According to Williams, accountability and level of service go hand-in-hand. "When you empower employees and make them accountable for their actions, they take ownership and naturally deliver a higher level of service," he remarks. Horn agrees, adding that it is important to make employees accountable at two distinct levels: for advancing their careers and for actions that may be detrimental to the company. "Well-defined job descriptions, goals, and timely reviews help keep employees focused," he says. "If an individual does something that is against company policy, we sum up the action in a consultation meeting, talk about ways to avoid the situation in the future, and schedule a follow-up meeting. Everything is documented, so there is no question later on. In fact, I encourage all companies to document everything — good, bad, and in between."

In addition, Horn and Williams say from the very beginning they have also strived to be completely transparent with their employees and their clients about the company sale. They know where they stand and understand that the changes will benefit both parties.

Horn also took advantage of his many years of experience in PLANET's leadership and as a *Trailblazer* to benchmark and share ideas with members. "PLANET membership has been invaluable to me over the years, and it certainly has helped with the recent moves here," he explains. "Members who have participated in start-ups have been very willing to talk about their successes and failures."

Diversity and flexibility are two words that will help shape the company's future. Even though its focus is landscape management, Terracare has a broad array of clients in several different markets. It also offers some diversity within landscape management, providing aquatic management services and environmental restoration, while still maintaining the capacity to do very large renovation projects. "We also do some public infrastructure management," adds Williams.

"Experience has taught us to avoid the cookie-cutter approach to service offerings. We're flexible and work with customers to align our services with their needs. One crew size doesn't fit all projects, just as one landscape management program doesn't fit everyone. Budgets and properties differ; what isn't different is the level of customer service we provide."

Terracare's president projects sales this year to remain on par with last year. "We're positioned to grow but want to make sure all our systems are in place before we go forward," he relates. "Ultimately, we would like to double in size by growing organically and by making some strategic acquisitions in our current market and possibly in a couple of new markets."

Horn emphasizes that the company is also positioned to take advantage of the sustainability movement. "We put a high premium on being green, offer composting and recycling services, and help our customers reduce their carbon footprint in other ways. Our irrigation and lake management services put us in a position to help our clients protect one of their most valued resources. In addition, being more efficient on-site and in the way we operate overall will continue to take a high priority."

Another priority, Williams and Horn point out, is having fun and keeping morale high. "We don't take ourselves too seriously," says Horn, "and we encourage employees to have fun at work. They know what has to be done, and they do it. In between, there is plenty of laughter in the office. We promote it, value it, and practice it."

Like other companies, Terracare Associates holds summer barbeques and picnics, and even its stretch and flex exercise in the morning helps start the day with a little levity. Horn and Williams value having a good time, something they've also learned by spending more than a combined 57 years in the industry.

ADVANTAGES WITH TERRACARE ASSOCIATES - LP

1. Financial strength of a regional company.
2. Financially strong division (Martinez) .
3. (7) Professional Landscape Network - Nationally certified CLT's and (2) Professional Landscape Network - Nationally certified CLP's.
4. Company in business for over 40 years.
5. Management staff with many decades of experience.
6. Employees enjoy wages & benefits at the top of the scale for the industry.
7. Field employees are trained in gardening techniques and safety weekly.
8. Offer services that few other company's offer: lake and pond management (routine maintenance, harvesting, herbicide and algaecide application, aeration installation, pump & motor maintenance and repair.) full service construction department, erosion control expert (wetland mitigation, native planting, PH.D on staff for water management, hydroseeding).
9. Partner with some of Bay Area's best tree companies and tree disease experts. (our partner for the City of Milpitas trees will be Arborwell)
10. Offer our clients the best trained technicians, uniformed, with the latest equipment maintained in excellent condition.
11. Full service maintenance shop with full time mechanics.
12. Full end of month reporting.
13. Irrigation department with CLT certified technicians.
14. Oversight of the project by our Parks Manager and Assistant Parks Manager will be ample and consistent.
15. Communication will be easy between Milpitas Parks & Rec. department management and our onsite management. (Nextel can be provided for your use).

16. Our management staff is adept at managing large, complex projects with multiple locations. We currently provide management for the City's of Hercules, Brentwood, and Oakley. We also provided management for the city of Roseville for 6 years.
17. Terracare's main goal is to improve your landscape from its current state, not just maintain the same level.
18. Terracare has the proper equipment and experience to manage your sports fields. We have installed and maintain many sports facilities throughout the country.
19. The City of Milpitas will have one point of contact for all of the Parks.
20. Within our proposal pricing, we have insured that all the parks will receive ample fertilization and herbicide treatment. Your sports fields will receive even more frequent coverage, as well as consistent renovation to ensure a high standard.
21. Irrigation management will be conducted from the standpoint of keeping the plant materials healthy, controlling the city's water resources, and providing the best interaction with the sports fields and the player participants. We have included in our bid, the time needed to consistently adjust the watering schedules for the sports fields. As well as, put our technicians out on those sites to test the systems and prepare the fields for the next day of activity.
22. Turf renovation and repair has been included for all the parks, especially for the sports fields to keep them vibrant and healthy during heavy use periods.
23. Weed and pest control will be conducted continuously to make sure that infestations don't happen. All spraying of chemicals will be coordinated with Milpitas Parks and Rec.
24. Terracare has put in ample time and monies to care for the fixtures of each park, i.e. picnic tables, benches, lighting, basketball nets, tennis nets, etc.
25. We will partner with Cleansweep on the care and maintenance of the restrooms. We also will have an electrician and plumber on call for emergencies that come up.

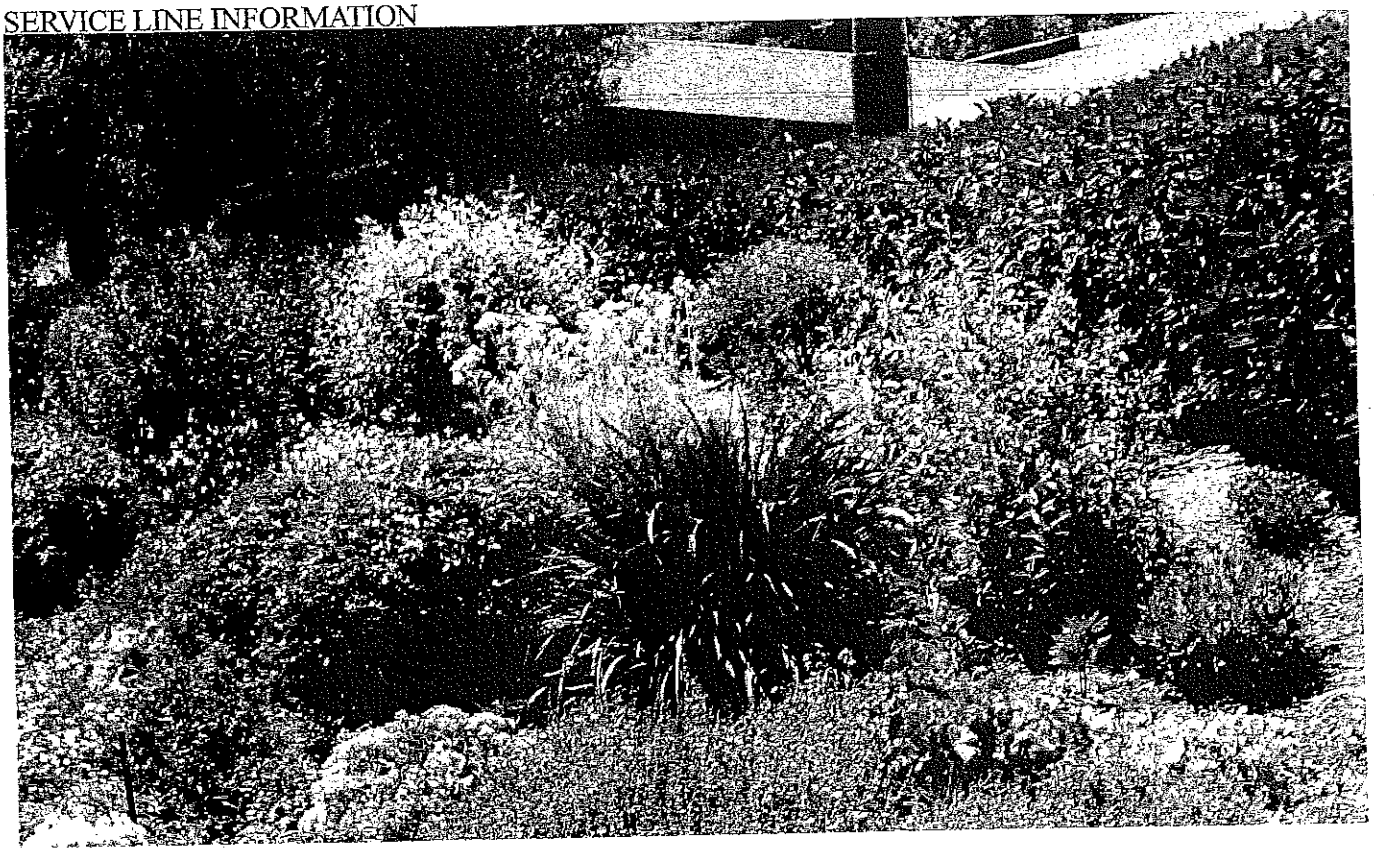
TERRACARE
ASSOCIATES

26. There will be a veteran Terracare employee put in charge of the garbage truck and can emptying route. (See resume herein)
27. We will partner with Animal Damage Management (ADM) for the eradication of gophers and other invertebrates on all the parks – they will conduct 2x per month service visits for each park.
28. If awarded this project we will secure a location in the city for our operations to work out of.

Regards,

Mike Farrell
Terracare Associates
Sales Manager

SERVICE LINE INFORMATION



Landscape Management Services

Core Beliefs

- Terracare Associates offers a full spectrum of maintenance services including, but not limited to; complete landscape maintenance, irrigation services, annual color and holiday decor programs, as well as snow removal, public works, and design services.
- With our one point of contact on every project we are able to react quickly and effectively satisfy the needs of our clients every time. The dedication to our clients and the industry has allowed Terracare to lead the industry in improving outdoor environments.

Clients

- Terracare Associates diverse client base is a testament to not only the broad line of services offered, but also the diverse and extensive knowledge of our staff.
- Our clients range from municipalities, state and federal agencies and special districts to single-family and multi-family residential developments as well as office and industrial parks, all with customized service lines to meet each individual properties needs.

Accountability

- Terracare Associates holds itself to a high level of accountability and professional conduct, not only to our clients, but also to one another. The respect we generate within each team, sharing of knowledge and ongoing training programs are translated directly into our response times, communication, and high level of craftsmanship.

Timely performance with technical competence

Irrigation Services

Philosophy

- Terracare Associates is dedicated to providing the highest level of service and latest technology to our clients. Our dedication has lead to the partnership of Terracare Associates and ET Water to help our clients not only save money on their irrigation systems, but also uphold our responsibilities to be stewards of the landscape.

Checks and Repairs

- Frequent irrigation checks ensures that your system is preforming at it's peak level
- Knowledgeable staff allows for a proactive approach to your irrigation needs and repairs
- Quick response times to our clients irrigation emergencies are our highest high priority

Maintenance

- Our staff works with each client to create an individualized irrigation plan to find a balance between the needs of your landscape, irrigation system and any water regulations that may exist.
- At Terracare Associates we measure our success in direct relation to the ability of our clients to be successful.

Timely performance with technical competence

TERRACARE ASSOCIATES

Coverletter

Terracare Associates is a 40 year old company, headquartered in Denver, CO. We are organized as a limited partnership, please refer to our organizational charts contained herein.

Bidding Contact: Michael Farrell – Sales Manager (925) 250.0504

(California Locations)

921 Arnold Dr.
Martinez, Ca 94553
925.250.0504 cell
925.374.0060 office
925.374.0065 fax

6301 Angelo Ct. Ste. #1
Loomis, Ca 95650
(916) 652.9991

(Colorado Locations)

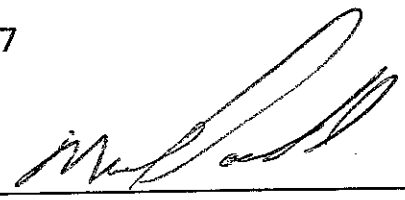
9742 Titan Park Circle
Littleton, CO 80125
(720) 587.2520

13636 East Davies Place
Centennial, CO 80111
(303) 792.0350

7795 West 120th. Ave.
Broomfield, CO 90020
(303) 439.0867

2116 Unit C S.E. 14th. St.
Loveland, CO 80506
(970) 622.9877

3860 Interpark Dr.
Colorado Springs, CO 80807
(702) 971.1548

Signature of Proposer X  3/11/11

TERRACARE ASSOCIATES

PROPOSERS BACKGROUND

Terracare is not involved in any civil or criminal litigation. Terracare has not been removed from any jobs for any reason. Terracare strives to meet all contract objectives and satisfy our clients completely.

DESCRIPTION OF PROPOSED SERVICES

Terracare went through each park and measured the turf and planter square footages. We put each task that was called out in the scope of work and some additional ones that weren't into our estimating spreadsheet to get an overall management plan of how we will care for all 29 parks. We feel after going through this process, drawing on our other city park experiences, and speaking with our counterparts in Colorado who manage large municipal projects that include all facets like this one does, that we have prepared a proposal that addresses your needs and surpasses them. We have put in contingencies to cover what we know will be unforeseen issues that pop up. Our staffing will be made up of long time, experienced and customer service focused personnel. We plan on exceeding your specifications in many of the categories. We will draw on our experience caring for parks for the City's of Hercules, Oakley, and Brentwood to provide a service level that the citizenry of Milpitas will notice immediately. Additionally, because we care for so many sports fields currently, we will be able to leverage that experience to the Milpitas sports fields. We have also coordinated with some of the Bay Area's best contractors to provide ancillary services such as: large tree service – Arborwell, pest control – Animal Damage Control (ADM), and restroom care – Cleansweep. Also, we will utilize on an as needed basis plumbers, and electricians to handle issues that come up that are out of our realm of expertise. All reporting, and job walks will be prompt and attended by not only our onsite management, but our upper management as well.

TERRACARE ASSOCIATES

GENERAL DESCRIPTION OF FIRM

As stated above, Terracare Associates has 40 years of experience in landscape management. We also provide the following services & expertise to our clients:

1. Sports turf renovation.
2. Centralized computer based irrigation management.
3. Irrigation design, repair, augmentation.
4. Lake/Pond Management – own (2) harvesters – PH.D in water sciences on staff.
5. Wetland mitigation.
6. Erosion control.
7. Hydroseeding.
8. Renovations & enhancements.
9. 7 CLT's and 2 CLP's on staff.

Company history:
Terracare started out as Contra Costa Landscape 40 yrs. ago. It was bought by American Civil Constructors in 1995, and was a division of ACC up until 2009, when the upper management of the landscape division in conjunction with Progress Equity Partners bought the company outright. We changed our name to Terracare in early 2010. We forecast revenue at 33 million for 2011 company-wide.

Providing similar services:
As stated, Terracare manages the City ROW's, medians, and parks for the City's of Hercules, Oakley and Brentwood currently. We are adept and experienced in working with Parks and Rec., Public Works. In the city of Brentwood alone, we manage over 5 million square feet of turf, and over a million square feet of planter beds. Under this contract we care for very similar parks as Milpitas – we renovate all the sports fields and work with all the user groups to make their use of the parks as enjoyable as possible. Please see reference page in this section as well as our reference pages.

TERRACARE ASSOCIATES

PERSONNEL TO BE ASSIGNED & RATE SHEET

Terracare will provide the following personnel at the associated rates to fulfill all aspects of the project.

***Resumes for these key employees are contained herein.**

Parks Manager	Fabio Rossetti	$29.00/hr.
Asst. Parks Mgr/Irrigation Mgr	Brian Zanni	$26.00/hr.
Lead Irrigation Tech	Shawn Calcusi	$24.00/hr.
Irrigation Tech	Eduardo Ramirez	$19.00/hr.
Garbage Truck Driver	Juan Prado	$24.00/hr.
Foreman	Mario Alvarado	$20.00/hr.
Laborer		$14.00/hr.
Laborer		$14.00/hr.
Foreman	Rafael Albor	$20.00/hr.
Laborer		$14.00/hr.
Laborer		$14.00/hr.
Enhancements Manager	Quinton Guenther	$29.00/hr.
Foreman Extra Work/Repair	Miguel Guardado	$24.00/hr.

***The above Milpitas staff employees will be the key members conducting daily activities. We will also have other employees conducting specialized tasks as needed, as well as our Subcontractors: Arborwell (Tree service), ADM (Rodent control), and Cleansweep (Restroom maintenance). Also, as stated previously, we will want to speak with current Milpitas Park's employee's if available to potentially fill some of the above positions.**

Our Bay Area office is located in Martinez, but if awarded this project, we would locate an office in Milpitas to provide the best service possible.

Terracare will make no changes to key personnel after the start of the project without the written consent of the City.

TERRACARE ASSOCIATES

City of Brentwood
Barry Margesson – 925.516.6051
730 Third St.
Brentwood 94513
Start date: 1/1/09 to Present
12 men 5 days per week

Care for over 6 million sq. ft. of combined turf and planter beds in 60 parks of various sizes. Care for all the athletic fields, renovation, seeding, top dressing. Operate the Maxicom irrigation system and have saved the city 30% off their water bills.

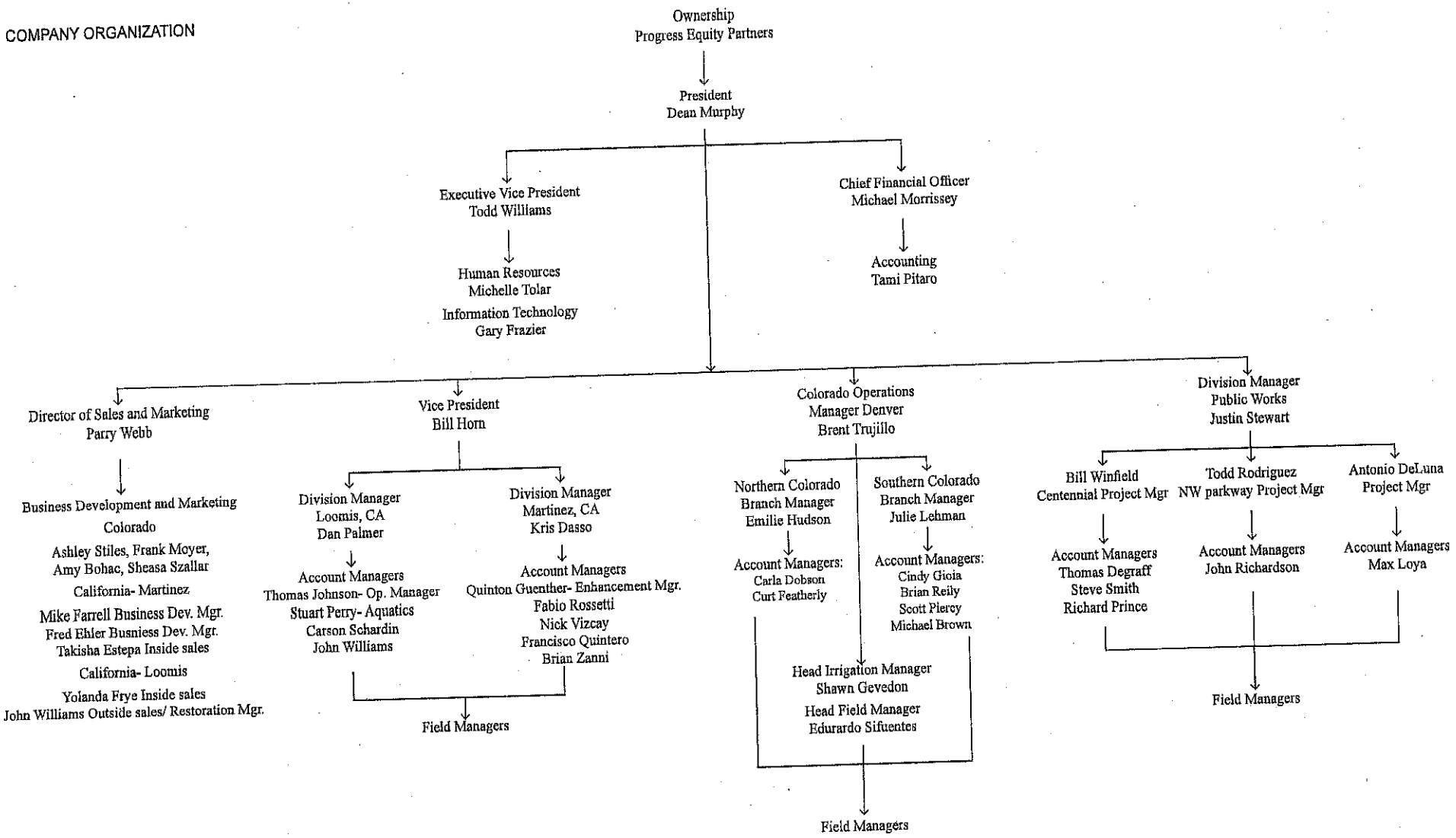
City of Roseville
Scott Miller – 916.774.5764
2005 Hilltop Circle
Roseville 95747
Start date – 2004 to 2010
19 men 5 days per week

City LLD management and park service districts - 1.6 million sq. ft. of turf, 750,000 sq. ft. of bed maintenance. Carried out all regular maintenance services for entire district. Operated the Motorola Scorpio irrigation system.

City of Centennial
Centennial Colorado
Richard Lewis – 303.325.8011
2 Years on contract

We provide an extensive line of service elements to the City of Centennial that directly related to the cities ever changing infrastructure. Terracare essentially became the public works department for the city of Centennial.

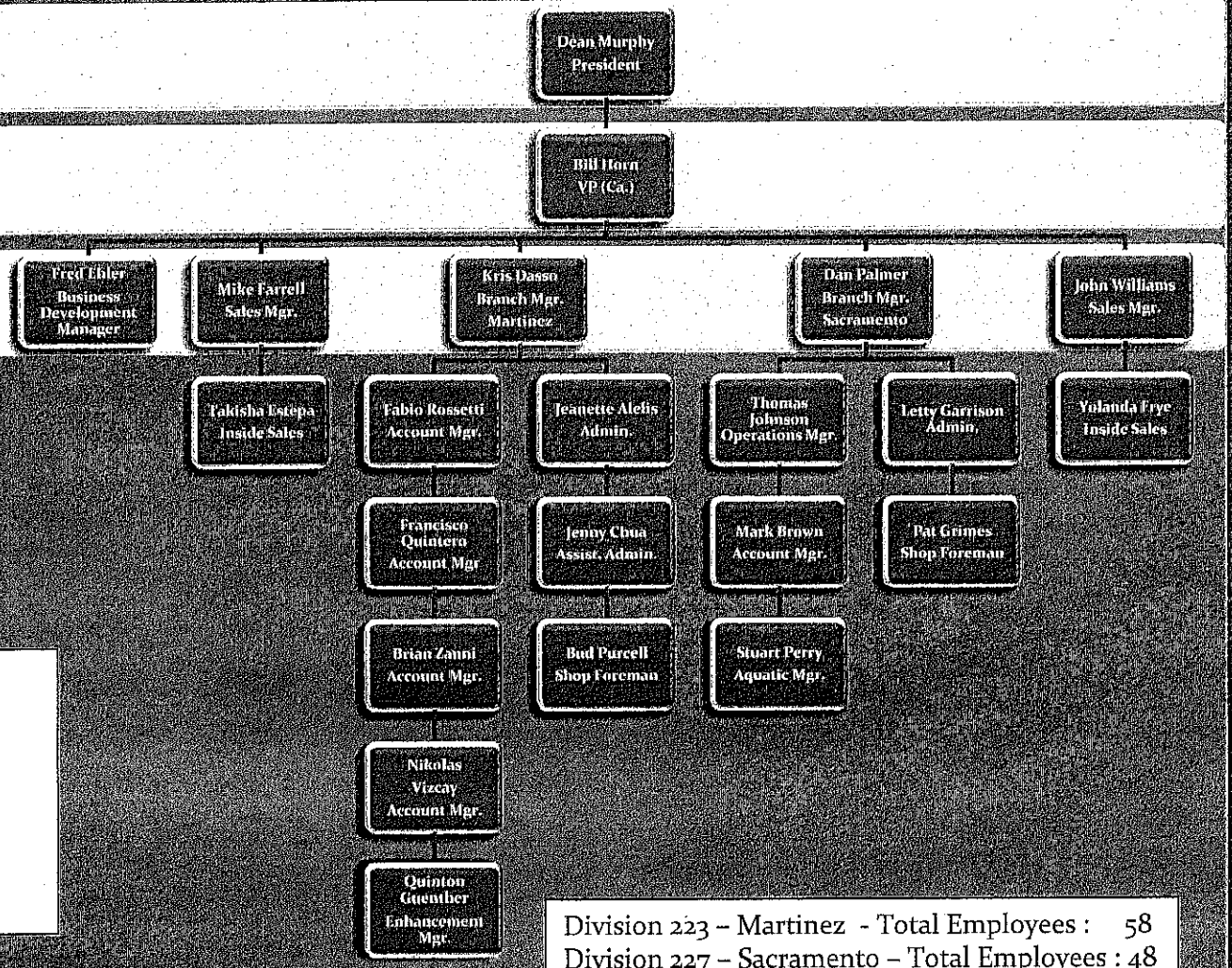
COMPANY ORGANIZATION



TERRACARE ASSOCIATES
NORTHERN CALIFORNIA

ORGANIZATIONAL CHART

CONFIDENTIAL



TERRACARE ASSOCIATES

Division 223 – Martinez - Total Employees : 58
Division 227 – Sacramento – Total Employees : 48

DEAN MURPHY PRESIDENT

Mr. Murphy has over twenty five years experience in the construction industry. His ability to quickly assess the needs of clients and staff as well as a deep knowledge of construction implementation and successful management techniques make him an invaluable component of the Terracare Associates team.

EDUCATION

David Lipscomb University
Bachelors in Science, Management,
Minor Marketing,
Nashville, Tennessee

WORK EXPERIENCE

Terracare Associates, Executive Vice President
Littleton, Colorado
2010-Current
Responsible for the procurement and retention of projects for offices throughout Colorado and California. As well as management and oversight of all operations and business development managers and staff.

American Civil Constructors, Director of Business Development, Vice President
Englewood, Colorado
2001-2010
Established the business development culture while working with multi-state offices comprised of 550 employees. Operational responsibility for 65 million dollar revenue with consistent bottom line performance as well as involvement in public relations and influence in local politics.

Ground Effect, INC. President
Denver, Colorado
1991-2001
Personally started an enterprise successfully growing the business without sacrificing quality or service. Client portfolio consisting of multi-state projects and corporate clients as well as the acquisitions of two companies and expanding base product line.

KEY AFFILIATIONS

South Metro Chamber of Commerce-
2007, EDG Committee Chairman
2008-2009, Chairman of the Board
1600 member company organization, working with local, state and national elected officials on policy, legislation and economic development. Lead the region in developing a renewable energy incubator and attracting "clean-tech" Colorado.
Instrumental in driving substantive health care policy change for Colorado.

South East Business Partnership-
Chairman of the Transportation Council
2008-2009, Public Policy Committee

Association of Landscape Contractors of Colorado-
2001-2002, Budget Committee

Green-CO-
2005-present, P.A.C. Representative

TODD WILLIAMS EXECUTIVE VICE PRESIDENT

Mr. Williams has more than 25 years of experience in the environmental contracting industry. In 1985 he established the landscape maintenance division for Terracare Associates formerly American Civil Constructors, Inc. (ACC). He has since been involved in leading numerous profit centers for Terracare Associates including golf management, nursery production, reclamation, lake management, landscape construction and public infrastructure management. Mr. Williams has also been involved with numerous business start-ups and acquisitions throughout his career.

EDUCATION

Colorado State University
Bachelors in Science, Range Ecology, 1981
Fort Collins, Colorado

WORK EXPERIENCE

Terracare Associates
President, 1984- Current
Littleton, Colorado

Responsible for the development and success of landscape construction, maintenace, public infrastructure and all related operations, with office in Colorado and California

AFFILIATIONS

Colorado State University Landscape Design and Contracting Advisory-
2009, Chair

Green Industries of Colorado-
2009-2011, Committee Chair
1994-1997, 2002-2004, Board of Directors

Associated Landscape Contractors of Colorado-
2005, President

GreenCO Foundation-
1994-1997, 2001-2004, Board of Directors

Rocky Mountain Regional Turgrass Association-
1992-1994, Vice President
1992-1997, Board of Directors

AWARDS

Bob Cannon Lifetime Achievement Award
- 2008

FEWA Legislative Champion Award
- 2005

TERRACARE ASSOCIATES

STAFFING FOR CITY OF MILPITAS PARKS

Vice President - Bill Horn (resume attached)

Branch Manager and Assistant Vice President - Kris Dasso (resume attached)

Parks Manager – Fabio Rossetti (resume attached)

Assistant Parks Manager and Irrigation Manager – Brain Zanni (resume attached)
NOTE: Brian is also Maxicom/Rainmaster Certified.

Lead Irrigation Technician – Shawn Calcusi (Resume Attached)

Irrigation Technician – Eduardo Ramirez. Eduardo has been with Terracare for 2 years as an Irrigation specialist and 5 years in the industry as an irrigation technician. He has performed all types of irrigation maintenance and repairs including work on Rainmaster controllers, Smart controllers, all types of control valves, mainline repair, wiring, lateral and sprinkler repair.

Foreman Landscape Maintenance - Mario Alvarado. Mario has been with Terracare for 9 years, and 12 years in the industry. He started as a landscape gardener and moved up to driver and then Foreman. He has been a leader on our team for many years and has extensive knowledge of all aspects of landscape maintenance.

Foreman Landscape Maintenance – Rafael Albor . Rafael has been with Terracare for 5 years. He manages our portfolio of accounts with the City of Hercules. He has a high level of detail and extensive knowledge of all aspects of landscape maintenance.

Enhancement Manager – Quinton Guenther (resume attached)

Foreman for Extra Work and Repair Crew - Miguel Guardado. Miguel has been with Terracare for 16 years. He is experienced in landscape construction with a focus on building parks and sports fields. He has a wide range of knowledge including drainage systems, concrete/asphalt/paver installation and repair, play structure and site furnishings installation and repair.

Foreman and Driver for Garbage Truck – Juan Prado. Juan has been with Terracare for 20 years. He started as a landscape maintenance laborer and became a driver and now a foreman. He has extensive knowledge and hands on skills for all aspects of landscape maintenance. He has had a clean driving record for over 20 years.

TERRACARE ASSOCIATES

Bill Horn – Vice President - CLP,CLT

Objective

Information

Experience

2001 – present Terracare Associates Martinez, CA

Vice President

- Manage $8.5 million revenue budget.
- Oversee all Landscape Maintenance operations.
- Responsibilities include administration, operations, fleet and equipment, personnel, sales, and budgets.

1995 – 2001 Contra Costa Landscaping Inc. Martinez, CA

Maintenance Division Manager

- Increased revenue from $1.3 million to $2.8 million.
- Managed 100+ commercial accounts and 40+ employees.
- Responsibilities included operations, administration, fleet and equipment, personnel, budgets, and sales.

1987 – 1995 Contra Costa Landscaping, Inc. Martinez, CA

Maintenance Account Manager

- Responsibilities included managing production, budgets, and purchasing for commercial maintenance accounts.

1984 – 1987 The Landscape Company Novato, CA

Maintenance Account Manager

- Managed all commercial and residential maintenance and renovation accounts.
- Responsible for budgets, purchasing, and production.

Education

1981 – 1982 Solano Community College Fairfield, CA

- Agriculture Business Courses

Certifications

PLANET – CLP, 1999; CLT-M, 1989; CLT-I, 1991 – all current
California C-27 Landscape Contractors License #935132 - current
California State QAL License #103242 - current

TERRACARE ASSOCIATES

KRIS DASSO - Division Manager

Qualifications

Mr. Dasso is responsible for overseeing all functions of a landscape management profit center, focusing on large commercial properties, city parks and sports fields and other professional sites. He has more than fifteen years of experience in providing clients with landscape services.

Education
B.S. - Computer Science, Iowa State University, Ames, Iowa.

Experience
2009-present TERRACARE ASSOCIATES, Martinez, California

2000-2009 American Civil Constructors, Inc., Martinez, California. Construction Manager. Managed all functions of a profit center focusing large commercial landscape projects including parks and sports fields.

1995-2000 American Civil Constructors, Inc., Benicia, California. Division Manager. Managed all functions of a profit center focusing on restoration and maintenance of lakes, ponds and wetland areas. Developed programs for clients in order to restore or maintain a pleasing environment in and around their body of water.

1993-1995 American Civil Constructors, Inc., Benicia, California. Aquatics Manager. Responsibilities included all aspects of administration for the aquatic management division including budgeting, estimating, and scheduling of crews and equipment.

1990-1993 Decision Data, San Ramon, California. Field Representative. Identified and solved customer problems in the mainframe computer industry.

Affiliations
Member of the California Lake Management Society
Qualified Bay Friendly Landscape Maintenance Professional

TERRA CARE ASSOCIATES

FABIO ROSSETTI - ACCOUNT MANAGER

EXPERIENCE:

2009-PRESENT – TERRA CARE ASSOCIATES, MARTINEZ,CA

ACCOUNT MANAGER-

Oversee and manage a large maintenance portfolio of commercial properties.

Coordinate and schedule all field related issues regarding landscape enhancements, irrigation repairs, and general landscape issues.

Coordinate all scheduling of the maintenance crews.

2006-2009 – AMERICAN CIVIL CONSTRUCTORS INC MARTINEZ, CA

OPERATIONS MANAGER –

Oversee a large maintenance portfolio of commercial properties.

Establish and retain good client relations with property management companies.

Oversee all field operations including scheduling routes for all Account Managers.

Responsible for each Account Manager and overseeing each territory.

Create enhancement and budget proposals for all clients.

1997 -2006 – AMERICAN CIVIL CONSTRUCTORS INC MARTINEZ, CA

ACCOUNT MANAGER-

Oversee and manage a large maintenance portfolio of commercial properties.

Coordinate and schedule all field related issues regarding landscape enhancements, irrigation repairs, and general landscape issues.

Create budgets and landscape renovation proposals for current maintenance portfolio.

1993-1997 – FOUR SEASONS LANDSCAPE MAINTENANCE MARTINEZ, CA

ACCOUNT MANAGER –

Oversee and manage various types of landscape commercial properties.

Establish and retain good relationships with property managements.

Coordinate and schedule all maintenance, irrigation, and renovation crews.

Create budget and landscape renovation proposals for current landscape portfolio.

QUALIFICATIONS –

Certified Landscape Technician (CLT)

Qualified Applicator Certificate (QAC)

Water Management Certification (CLCA)

Transportation Worker Identification Credential (TWIC)

TERRACARE ASSOCIATES

BRIAN ZANNI

04/2010 – 10/2010 **Creative Outdoor Environments, Inc., Lathrop, CA**
Division Manager

- Coordinated all division activities – crew scheduling, budget development, employee hiring & firing.
- Reported to the V.P. of Operations

06/2008 – 10/2009 **Gachina Landscape Management, Menlo Park, CA**
Account Manager

- Mentor Crew Leaders and crew team members ensuring Gachina standards are met while identifying team members with potential for growth.
- Foster a cohesive team of Operations and Administrative staff to ensure quick response for client expectations and quality production.
- Support timely and accurate implementation of procedures and paperwork.
- Establish role as client's primary, responsible, point-of-contact while instilling customer confidence.
- Manage direct cost of sites in designated market area, meeting budget goals and business objectives.
- In-depth information available upon interview process completion.

02/2007 – 06/2008 **Serpico Landscaping, Inc., Hayward, CA**
Account Manager

- Responsible for all employees' timecards, interviews, hires, documentations, terminations, disciplinary actions, injury response and reporting, recognizing employees ready for promotion.
- Consistently able to sustain a high revenue average for construction/enhancement work sold internally to assigned client base.
- Maintained a high level of client satisfaction by setting the proper expectations and through educating the clients on their options, decisions to make and outcomes available depending on all involved affecting factors.
- Scheduled and conducted property walk-throughs, increasing client awareness of property potential and creating revenue through "show and tell".
- Primary point of contact for restocking chemicals, fertilizers, equipment, uniforms, materials, plants, trees, annuals and completed proposal bid items for the branch, etc.
- In-depth information available upon interview process completion.

TERRACARE ASSOCIATES

08/2005 – 02/2007 **Performance Landscape Service, Inc., Livermore, CA**
General Manager

- Reorganized all aspects of the company leading to an 83 percent gross revenue increase within 18 months.
- Directed and managed all facets of the business.
- Work quality improved ten-fold by working alongside employees and improving overall employee morale.
- Created, both in English and Spanish, all training binders and employee manuals.
- Implemented the safety standards now in place and business achieved zero recordable injuries for one full year for the first time in 23 years.
- In-depth information available upon interview process completion

SKILLS

Able to work under pressure with concurrent assignments and minimal management
Exceptional computer, communication and customer service skills
Distinguished sales record through superior client education
Able to overcome an adverse situation and foster a positive, long lasting outcome
Diversified skills to include all facets of the business

ACCREDITATIONS

CLCA CLT-E 'turf maintenance' certified
Certified Water Manager through CLCA – in progress
Site Supervisor Certification (Redwood City –recycled water use – early 2008)
Completed "How to deal with undesirable employee behavior" seminar and many other seminars provided to mid-management.
Working towards arborist's certification as well as a QAL license through the State of California.

LANGUAGES 100% Bilingual English/Spanish

TERRACARE ASSOCIATES

SHAWN CULCASI

976 Jensen Circle Pittsburg Ca. 94565 – 925.679.9233

QUALIFICATIONS

- Landscape professional with over 15 years of experience in the Industry.
- Proficient in all aspects of landscape and irrigation design, construction, troubleshooting/repair and maintenance.
- Superior communication skills with a working knowledge of Spanish.
- Contractor's license C27#916798.

EDUCATION:

LOS MEDANOS COMMUNITY COLLEGE – Pittsburg, CA. – 1990-1991
- General Education towards an Associate's Degree, not yet attained.

PITTSBURG HIGH SCHOOL - Pittsburg, CA. – 1987-1990
- High School Diploma

EXPERIENCE:

2009-present TERRACARE ASSOCIATES, Martinez, California. Irrigation Manager.
- Manage irrigation systems for a large portfolio of commercial account.
- Schedule and oversee technicians.
- Irrigation system checks and repairs.

2008-2009 PHILCO BUILDING MAINTENANCE/CARDOZA PROPERTIES, Pleasant Hill California. Landscape Technician.
- Oversee the weekly landscape maintenance of 40 regular commercial properties and other projects managed by Cardoza Properties.
- Irrigation system checks and repairs, controller programming and scheduling for Landscape/Conservation needs.

2007-2008 MOUNTAIN VALLEY LANDSCAPE, Oakley, California. Landscape Supervisor.
2004-2007 OASIS LANDSCAPE CO. Brentwood, California. Landscape Supervisor.
- Oversee the daily operations of multiple landscape construction crews.
- Job Layout and design, ordering and scheduling of plants and materials.
- Customer(homeowner) and employee relations.
- Personally responsible for all carpentry, masonry and electrical work.

2001-2003 DROBATZ AND COMPANY, INC., Concord, California. Landscape Foreman.
- Ran a residential landscape construction crew.
- Job layout from plans, ordering and scheduling of plants and materials.

1996-2000 EWING IRRIGATION PRODUCTS, Pacheco, California. Branch Manager.
- Manage the concord location of Ewing Irrigation Products, which supplies landscape and Irrigation materials to homeowners and landscape professionals.
- Counter sales and outside sales.
- Shipping/receiving/deliveries.
- Daily sales balancing and paperwork.
- Scheduling of employees.

TERRACARE ASSOCIATES

R. Quinton Guenther – Enhancements Manager

Experience

Jan 2011 - Present **TERRACARE ASSOCIATES** **Martinez, CA**

Enhancements Manager (Newly created position)

- Conduct quality audits of current client's sites, and provide proposals to improve quality of these sites.
- Provide proposals to clients and non-clients for renovation projects.
- Coordinate the order and delivery of all materials to job sites.
- Coordinate and schedule all field personnel to complete projects on a timely basis.
- Supervise Foremen, perform quality control checks, conduct client walk-through's.

May 2009 – Jan 2011 **TERRACARE ASSOCIATES** **Martinez, CA**

Account Manager

- Oversee and manage a large maintenance portfolio for commercial properties in the greater East Bay region.
- Establish and retain good client relations with property management companies.
- Preparation of landscape proposals and budgets.
- Coordinate and schedule all field related issues regarding, irrigation repairs, and general landscape issues.
- Supervise Foremen, perform quality control checks, conduct client walk-through's.

2005-2009 **OneSource Landscape & Golf Services** **San Jose, CA**

Project Manager

- Oversee and manage a large maintenance portfolio for commercial properties in the greater East Bay region.
- Establish and retain good client relations with property management companies.
- Preparation of landscape proposals and budgets on an itemized scope of work basis.
- Coordinate and schedule all field related issues regarding landscape construction, irrigation repairs, and general landscape issues.
- Supervise route coordination for labor and equipment for landscape and irrigation crews.

2004–2005 **Snapp Gardens/RW Environments** **San Francisco, CA**

Construction Manager

- Primary manager for privately owned business.
- Supervised the landscape of 15 workers.
- Responsible for preparation of proposals and the coordinating and scheduling for all landscape upgrades, and client requests.

TERRACARE ASSOCIATES

3/11/11

Mr. Chris Schroeder
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, Ca 95035

Re : RFP 1197 – City Parks Maintenance Service

Dear Mr. Schroeder,

Below is a summary of our management plan for the City parks. Our overall goal will be to exceed the management criteria called out in the Scope of Work.

Irrigation Oversite:
It will be paramount to manage the irrigation system and keep it functioning properly. Terracare employs CLT trained irrigation technicians. Our Parks Manager, Assistant Parks Manager and Irrigation Manger will be testing the systems, conducting audits, and adjusting the systems as necessary. We have 24 hour emergency response, and your supervisor will have our emergency call numbers for after hour emergencies.

Water Resource Management:
Additionally, managing the city's water resources will also be an important aspect of who you choose to partner with. Terracare was tasked with lowering the City of Brentwood's water usage for their parks. When we started service 1/1/2009, we began preparing the computerized system for Spring start up. Over the Winter of 2009, we repaired the park's systems, and programmed the computer based irrigation schedules for warm weather watering. At the end of 2009, we were told by the city that we had saved them over **30%** off the previous year's water bill. We did this while keeping the park plants and turf green and healthy.

Plant Management:
Keeping the park's plants healthy will be our top priority. **Terracare will not only adhere to the letter of the scope of work, but will institute a more comprehensive management plan**. During the first 60 days, our operations personnel will go through the entire plant inventory, and produce a report on what plants are stressed, in dying condition, or dead. On the report will be the type of plant, number of plants that need to be replaced, location, and costs associated.

TERRACARE ASSOCIATES

Plant Management Cont.:
There are plants that are currently Chlorotic, and/or stressed. They need to be properly fertilized, and irrigated – Terracare will perform these functions immediately upon take over. All plants and groundcovers will receive the proper fertilizers at the appropriate times each year. Terracare will also adjust all the tree stakes and ties, so no trees become girdled or damaged. All shrubs as they grow will be pruned naturally to encourage healthy growth, and strong limb structure.

Supervision:
Supervision will be a key differentiator for this project. Terracare will locate an office in the City and base our operations out of it. Our Park's Manager and Assistant Manager will be conducting daily, weekly, and monthly checks on all the landscape and fixture related aspects of each park. Our overall goal will be to make sure that each park is ready daily for that day's activities. We have slated many of our most seasoned employees to manage and work on this project. Please reference our list of employees and their bio's included herein.

Miscellaneous:
Terracare's 40 years of expertise and client commitment in the Bay Area will be applied to the City parks. We have a short and long term vision for the parks, and will provide all of our experience in managing them. We can provide all the ancillary services that will be needed, large tree care including an arborist, flower design and installation, sports field care & renovation, restroom care, pond management, etc.

In summary, Terracare's vision for the care of the City of Milpitas park system is to keep it in a vigorous, healthy condition in the short term, and over the long term provide improvements as needed.

Regards,

Mike Farrell
Sales Manager
Terracare Associates

TERRACARE
ASSOCIATES

QUALITY CONTROL

Terracare believes the best way to provide our clients with excellent service is to conduct quality control audits on a consistent basis. Our senior management, and Parks Manager will conduct impromptu quality, safety, and service audits. Those audits will be conducted weekly on different parks and included in our end of month reporting.

In addition, those audits will be given to the Parks Manager to constantly drive for improvement on each park. If awarded the project, we will conduct a complete audit for each park initially upon take over. These initial audits will provide the benchmark upon which we will strive to improve the quality of each park.

Our goal will be to minimize user complaints, callbacks, and provide the patrons of the parks with an excellent experience.

I have attached some of our quality control forms for review. It would be our intent to tailor our forms to the requirements of the City of Milpitas.

TERRACARE ASSOCIATES

Inspection Report

Park: _____ **Date:** _____

Inspected by: _____

==========

Trees/ Stakes/ Wells _____

_____

_____

Turf /Drainage _____

_____

_____

Shrubs _____

_____

Irrigation /Plumbing/Electrical _____

_____

Garbage Cans/Debris/Litter _____

_____

Hardscape/Tables/Benches/BBQ's _____

_____

Lighting/Restrooms/Parking lot _____

_____

Misc/Rodent issues/Playground/Signage....etc. _____

_____

Monthly Landscape Report

Account Name	____________	**Account Mgr**	____________
Manager	____________	**Supervisor**	____________
Date	____________	**Signature**	____________

MONTH:	Wk 1	Wk2	Wk3	Wk4	Wk5
1.0 LAWNS					
1.1 Mow					
1.2 Hardline Edge					
1.3 Bed Edge					
1.4 Tree Wells					
1.5 Fertilize					
1.6 Weed Control					
1.7 Insect & Disease					
1.8 Irrigation					
2.0 SHRUBS & TREES					
2.1 Pruning Shrubs					
2.2 Pruning Trees					
2.3 Edge Ground Cover					
2.4 Fertilize					
2.5 Weed Control					
2.6 Insect & Disease					
2.7 Irrigation					
3.0 MISCELLANEOUS					
3.1 Annuals Detail					
3.2 Parking Lots					
3.3 Sidewalks					
3.4 Leaf Removal					
3.5 Litter Removal					
3.6 Tree Staking					
3.7 Extra Work					
4.0 IRRIGATION					
4.1 Controller Programming					
4.2 Irrigation Repairs					
4.3 Meter Reads					
Date:	Usage:				

COMMENTS

Site Meetings / Extra Work Requests

VANDALISM REPORT FOR PARKS IN BRENTWOOD

as reported by Terracare Associates

Revised 3/3/11

PARK LOCATION	DATE	DESCRIPTION OF DEFICIENCY	COST
Rose Garden Park	4/12/2010	Replace 2 trees broken in half	$300.00
Mallard Park	4/12/2010	Replace 3 trees broken in half	$450.00
Walnut Park	4/23/2010	Broken popup heads	$206.00
Veterans Park	4/28/2010	Broken popup heads	$345.00
King Park	5/18/2010	Broken sprinklers by Basketball court	$119.00
Granville Green	6/16/2010	Broken rotors and popup heads	$361.00
Garin Park	6/13/2010	Broken rotors and popup heads	$495.00
Walnut Park	6/14/2010	Broken popup heads	$89.00
Summerwood	6/12/2010	Broken rotors and popup heads	$416.00
Granville Green	7/9/2010	Broken rotors and popup heads	$1,100.00
Miwok Park	7/12/2010	Turf damage from vehicle	$1,700.00
Veterans Park	7/21/2010	Broken sprinklers by picnic area	$293.00
Veterans Park	8/16/2010	Broken sprinklers by bocce area	$248.00
Miwok Park	8/24/2010	Repair turf that was driven on	$557.00
Windsor Park	8/3/2010	Replace sprinklers and one lateral line	$391.00
Heron Park	9/1/2010	Broken sprinklers along path	$170.00
Orchard Park	9/15/2010	Repair turf that was driven on	$167.00
Summerwood Park	9/15/2010	Replace 3 Pear trees that were broken off	$360.00
Mallard Park	8/25/2010	Replace 4 trees that were broken off at the trunk	$480.00
Mallard Park	9/14/2010	Replace 1 tree with triple staking and cross bracing	$180.00
Rose Garden Park	10/19/2010	Repair broken bubblers at Trellis	$183.00
Homecoming Park	12/3/2010	Replace 2 trees stripped of bark	$240.00
Mallard Park	12/2/2010	Replace broken Mayten tree	$175.00
Sunset Park	3/2/2011	Repair damage caused by car - repair shrub bed	$120.00
			$0.00
			$0.00

Total $9,145.00

file=city of brentwood/vandalism report 2010-2011.xls

TerraCare Usage Report for Brentwood Parks

Pesticides thru 11/30/10
Fertilizers Thru 11/30/10

Units of measurement:
Liquid Chemicals are in Ounces
Fertilizer,Ronstar,Chlorphaphacinone and Aluminum Phosiphide in lbs.

		Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total For 2010
Almond Park	Fertilizer 25-5-5		75				110					60		245
	Fertilizer 16-6-8		50											50
	Round-Up		2				2	1		2				7
	Turf Mark		6					4						10
	Speed Zone		20					15						35
	Merit				5									5
	Ronstar						0.5							0.5
	Turflon													0
Anastasia Park	Fertilizer 25-5-5						40					50		90
	Fertilizer 16-6-8		100											100
	Round-Up		1	2.5				1	2	2				8.5
	Turf Mark													0
	Speed Zone									2				2
	Merit													0
	Turflon													0
Appaloosa Park	Fertilizer 25-5-5			60			65					45		170
	Fertilizer 16-6-8		25											25
	Round-Up		1			0.5	2		6	2	1			12.5
	Turf Mark							2	2					4
	Speed Zone			1				8						9
	Merit				0.5									0.5
	Ronstar						0.25							0.25
	Turflon													0
Applehill Park	Fertilizer 25-5-5			250			350					120		720
	Fertilizer 16-6-8		50											50
	Round-Up			6		6		15						27
	Turf Mark			2		62	8	5			44			121
	Speed Zone					302	45				180			527
	P.C.Q.			4										4
	Chlorophaphacinone				9	6	7	14	11	10				57
	Aluminum Phosiphide	0.36	0.252	0.408	0.4	0.46	0.37	0.4	0.46	0.4				3.51
	P.C.Q.		0.25											0.25
	Ronstar							6						6
	Merit													0
	Turflon													0
Apricot Park	Fertilizer 25-5-5			20			25					25		70
	Fertilizer 16-6-8		10											10
	Round-Up		0.5				1			2	0.5			4
	Turf Mark													0
	Speed Zone													0
	Ronstar						0.25							0.25
	Merit				4									4
	Turflon													0
Arbor View Park	Fertilizer 25-5-5			350			350					300		1000
	Fertilizer 16-6-8		100											100
	Round-Up	5		9	5		10	8	10	8	3			58
	Turf Mark		18				4							22
	Speed Zone		70				225							295
	Merit													0
	Ronstar										1			1
	Turflon													0
Balfour Guthrie Park	Fertilizer 25-5-5						600					250		850
	Fertilizer 16-6-8		150											150
	Round-Up			14				6						20
	Turf Mark			5				12						17
	Speed Zone							45						45
	Chlorophaphacinone				4	2	4	9	4.5	5				28.5
	Aluminum Phosiphide	0.252	0.306	0.36	0.47	0.4	0.63	0.66	0.47	0.2				3.748
	Ronstar Flo							2						2
	Merit													0
	Turflon													0
Bershire Park	Fertilizer 25-5-5						50					25		75
	Fertilizer 16-6-8		30											30
	Round-Up							1						1
	Turf Mark							0.5			4			4.5
	Speed Zone										15			15
	Merit													0
	Turflon													0
Black Gold Park	Fertilizer 25-5-5						50					25		75

Blue Goose Park	Fertilizer 25-5-5		200				300	250				225		975
	Fertilizer 16-6-8		125											125
	Round-Up		4	6	4		1.5		4		4	3		26.5
	Turf Mark		12				10							22
	Speed Zone		70				38				4			112
	Ronstar											0.5		0.5
	Merit				5									5
	Turflon													0
Buena Vista Park	Fertilizer 25-5-5		50				150					110		310
	Round-Up			1	5						5			11
	Turf Mark					30					10			40
	Speed Zone					148					60			208
	Merit													0
	Turflon													0
BW Family Aquatic Cer	Fertilizer 25-5-5						100					50		150
	Fertilizer 16-6-8		30											30
	Round-Up			6		6			2	4				18
	Turf Mark			2		2			1	1				6
	Speed Zone													0
	Ronstar Flo													0
	Chlorophaphacinone								0.5	1.5				
	Aluminum Phosiphide	0.216	0.126	0.536				0.17	0.135	0.2				1.383
	Merit													0
	Turflon													0
BW Senior Activity Cer	Fertilizer 25-5-5						100					50		150
	Fertilizer 16-6-8		100											100
	Round-Up								3					3
	Turf Mark								1					1
	Speed Zone													0
	Ronstar Flo													0
	Merit													0
	Turflon													0
Brentwood Skate Park	Fertilizer 25-5-5						25					30		55
	Fertilizer 16-6-8		10											10
	Round-Up			4					3	3				10
	Turf Mark			1.5					1	1				3.5
	Speed Zone													0
	Merit													0
	Turflon													0
Caboose Park	Fertilizer 25-5-5		75				65					40		180
	Fertilizer 16-6-8		55											55
	Round-Up		1	4		2	1							8
	Turf Mark							2						2
	Speed Zone							8						8
	Aluminum Phosiphide	0.48	0.226	0.36										1.066
	Ronstar						0.5							0.5
	Merit													0
	Turflon													0
Celeste Park	Fertilizer 25-5-5			75			85					50		210
	Fertilizer 16-6-8													0
	Round-Up		2		0.5		1	1						4.5
	Turf Mark													0
	Speed Zone				2					2				4
	Ronstar						0.5							0.5
	Merit													0
	Turflon													0
Cherry Park	Fertilizer 25-5-5			50			40					30		120
	Fertilizer 16-6-8		15											15
	Round-Up		1					1						2
	Turf Mark													0
	Speed Zone													0
	Merit				5									5
	Turflon													0
City Park	Fertilizer 25-5-5													0
	Fetilizer 16-6-8													0
	Round-Up													0
	Turf Mark													0
	Speed Zone													0
	Merit													0
	Turflon													0
Creekside Trail Head	Fertilizer 25-5-5						187.5					30		217.5
	Fetilizer 16-6-8													0

	Round-Up				5	0.5	6	3	1	2		1		18.5
	Turf Mark							20						20
	Merit													0
	Ronstar						4							4
	Speed Zone							90						90
	Turflon													0
Creekside Park	Fertilizer 25-5-5			250			187.5					170		607.5
	Fertilizer 16-6-8		50											50
	Round-Up			13.5						9		5		27.5
	Turf Mark													0
	Speed Zone										20			20
	Ronstar Flo													0
	Merit													0
	Turflon													0
Curtis Park	Fertilizer 25-5-5			10			5					10		25
	Round-Up					2		0.5		1				3.5
	Turf Mark					0.5								0.5
	Speed Zone													0
	Merit													0
	Turflon													0
Fruitwood Park	Fertilizer 25-5-5			60			50					20		130
	Fertilizer 16-6-8		15											15
	Round-Up		1				1			1				3
	Turf Mark													0
	Speed Zone			1										1
	Merit				3									3
	Turflon													0
Garin Park	Fertilizer 25-5-5			400			425					325		1150
	Fertilizer 16-6-8		35											35
	Round-Up						12	5	6			8		31
	Turf Mark						18	8		20				46
	Speed Zone						75	45		105				225
	Merit													0
	Ronstar						1					2		3
	Turflon													0
Gemini Park	Fertilizer 25-5-5						70					50		120
	Fertilizer 16-6-8													0
	Round-Up			1				1						2
	Turf Mark													0
	Speed Zone													0
	Merit													0
	Turflon													0
Glory Park	Fertilizer 25-5-5			25			75					50		150
	Fertilizer 16-6-8		25											25
	Round-Up		3	2		1		1.5	3			1.5		12
	Turf Mark													0
	Speed Zone													0
	Ronstar											0.5		0.5
	Merit													0
	Turflon													0
Granville Green Park	Fertilizer 25-5-5			85			110					75		270
	Fertilizer 16-6-8		55											55
	Round-Up		2	1	1		3	1			1			9
	Turf Mark													0
	Speed Zone									2				2
	Chlorophaphacinone				4	2	2	4	2.5	3				17.5
	Aluminum Phosiphide	0.27		0.306	0.66	0.63	0.34	0.43	0.46	0.2				3.296
	P.C.Q.		0.125											0.125
	Ronstar						0.25							0.25
	Merit													0
	Turflon													0
Heron Park	Fertilizer 25-5-5		275				325					200		800
	Fertilizer 16-6-8		80											80
	Round-Up	2	6	14		5	16	5		8	6	8		70
	Turf Mark							6						6
	Speed Zone				6			30						36
	Ronstar			20			1.5				0.75	2		24.25
	Merit													0
	Turflon													0
Homecoming Park	Fertilizer 25-5-5						75					40		115
	Fertilizer 16-6-8		40											40
	Round-Up		2	1			4	4		1		1		13
	Turf Mark													0
	Speed Zone													0

	Merit														0
	Ronstar						0.5								0.5
	Turflon														0
Kaleidoscope Park	Fertilizer 25-5-5						40						35		75
	Fertilizer 16-6-8		25												25
	Round-Up	2		2.5			2					1			7.5
	Turf Mark														0
	Speed Zone														0
	Ronstar						0.5								0.5
	Merit														0
	Turflon														0
King Park	Fertilizer 25-5-5		250				400	100					225		975
	Fertilizer 16-6-8		250				50								300
	Round-Up	9	6		6	10	12	6				22	10		81
	Turf Mark						34			20		10			64
	Speed Zone				6		210			128		45			389
	Ronstar						3						2		5
	Merit														0
	Turflon														0
Lake Park	Fertilizer 25-5-5			100			250						150		500
	Fertilizer 16-6-8		25												25
	Round-Up			6		12		6							24
	Turf Mark			2		4		9				10			25
	Speed Zone							37				68			105
	Ronstar Flo							2							2
	Merit														0
	Turflon														0
Loma Vista Park	Fertilizer 25-5-5			500									200		700
	Fertilizer 16-6-8		30												30
	Round-Up			12	6			6		6					30
	Turf Mark			4	2		40	7		2	24				79
	Speed Zone						225	25			150				400
	Chlorophaphacinone				2	2	3	2	2	3					14
	Aluminum Phosiphide	0.666	0.252	0.226	0.4	0.27	0.37	0.4	0.42	0.2					3.204
	P.C.Q.		0.125												0.125
	Ronstar Flo							2							2
	Merit														0
	Turflon														0
Mallard Park	Fertilizer 25-5-5			110			125						125		360
	Fertilizer 16-6-8		75												75
	Round-Up		6	4		2	5	4	5		3	3			32
	Turf Mark														0
	Speed Zone														0
	Aluminum Phosiphide														0
	Ronstar			5			0.5				0.5	0.5			6.5
	Merit														0
	Turflon														0
Marsh Creek Staging A	Fertilizer 25-5-5														0
	Fertilizer 16-6-8		45												45
	Round-Up		1	0.5		12		6							19.5
	Turf Mark					4		2							6
	Speed Zone														0
	Merit														0
	Turflon														0
Marsh Creek Vista	Fertilizer 25-5-5						15						10		25
	Fertilizer 16-6-8														0
	Round-Up							1							1
	Turf Mark														0
	Speed Zone														0
	Merit														0
	Turflon														0
McClarren Park	Fertilizer 25-5-5						350						125		475
	Fertilizer 16-6-8														0
	Round-Up			14		8		6		8					36
	Turf Mark			4		3		22		3					32
	Speed Zone							75							75
	Merit														0
	Turflon														0
Medallion Park	Fertilizer 25-5-5						60						40		100
	Fertilizer 16-6-8														0
	Round-Up			1			2		2		1.5				6.5
	Turf Mark														0
	Speed Zone														0
	Merit														0

	Turflon														0
Miwok Park	Fertilizer 25-5-5			400			525					425			1350
	Fertilizer 16-6-8		120												120
	Round-Up		10	4	5	8	9	6			6	5			53
	Turf Mark						20	24		55					99
	Speed Zone					1	97	150		225					473
	Chlorophaphacinone						2	6	8	6					
	Aluminum Phosiphide	0.252	0.252	0.216	0.44	0.43	0.33	0.34	0.2	0.2					2.66
	Ronstar						1					1			2
	Merit														0
	Turflon														0
Oak Meadow Park	Fertilizer 25-5-5			900			400					650			1950
	Fertilizer 16-6-8		100												100
	Round-Up				8	296		6	3						313
	Turf Mark				3		35	68	1		55				162
	Speed Zone						205	263			330				798
	Chlorophaphacinone				5	2	2	3	3	4					19
	Aluminum Phosiphide	0.252	0.36	0.252	0.44	0.43	0.4	0.43	0.33	0.2					3.094
	Ronstar Flo														0
	Merit														0
	Turflon														0
Orchard Park	Fertilizer 25-5-5			250			500					450			1200
	Round-Up			6		8			3	6					23
	Turf Mark			2		3	24		1	2					32
	Chlorophaphacinone					3	4	4	4.5	3					18.5
	Aluminum Phosiphide	0.339	0.252	0.252	0.34	0.34	0.34	0.2	0.2	0.2					2.463
	Speed Zone						98								98
	Ronstar Flo														0
	Merit														0
	Turflon														0
Palomino Park	Fertilizer 25-5-5			60			55					45			160
	Fertilizer 16-6-8		35												35
	Round-Up		1.5			0.5	1			2	1				6
	Turf Mark							2							2
	Speed Zone							8							8
	Merit				1.5										1.5
	Ronstar						0.25								0.25
	Turflon														0
Peach Park	Fertilizer 25-5-5		50				85					50			185
	Fertilizer 16-6-8		25												25
	Round-Up		1.5			1	2			4	0.5				9
	Turf Mark						4								4
	Speed Zone			5			225			1					231
	Merit														0
	Ronstar						0.5								0.5
	Turflon														0
Rainbow's End Park	Fertilizer 25-5-5						65					50			115
	Fertilizer 16-6-8		25												25
	Round-Up			2.5				1	2						5.5
	Turf Mark														0
	Speed Zone									2					2
	Merit														0
	Turflon														0
Rolling Hills Park	Fertilizer 25-5-5		75				150					100			325
	Fertilizer 16-6-8		150												150
	Round-Up			32				8		6					46
	Turf Mark			11				3		2					16
	Speed Zone														0
	Ronstar							2							2
	Merit														0
	Turflon														0
Rose Garden Park	Fertilizer 25-5-5			180			175					175			530
	Fertilizer 16-6-8		100												100
	Round-Up	2	3	1	2		5	3	4	5					25
	Turf Mark						10								10
	Speed Zone						37			4		12			53
	Merit														0
	Ronstar						0.25								0.25
	Turflon														0
Sage Glen Park	Fertilizer 25-5-5			200			250					150			600
	Fertilizer 16-6-8		125												125
	Round-Up				3		6	4	4	3		3			23
	Turf Mark														0
	Speed Zone					20	12								32

	Chlorophaphacinone				7	2	2	4	6.5	4				25.5
	Aluminum Phosiphide	0.108	0.108	0.18	0.4	0.43	0.2	0.27	0.4	0.3				2.396
	Merit													0
	Turflon													0
Seedling Park	Fertilizer 25-5-5						100					75		175
	Ferilizer 16-6-8		40											40
	Round-Up		2	1.5		2	2	3				2		12.5
	Turf Mark													0
	Speed Zone										6			6
	Merit				8									8
	Ronstar						4.5					0.5		5
	Turflon													0
Spirit Park	Fertilizer 25-5-5			30			50					35		115
	Fertilizer 16-6-8		25											25
	Round-Up		1			1	2	1						5
	Turf Mark													0
	Speed Zone													0
	Merit													0
	Ronstar						0.5					2		2.5
	Turflon													0
Steeplechase Park	Fertilizer 25-5-5			65			75					75		215
	Fertilizer 16-6-8		45											45
	Round-Up		1		1		2	1		2				7
	Turf Mark													0
	Speed Zone									2				2
	Chlorophaphacinone					1	2	3.5	3.5	2				12
	Aluminum Phosiphide	0.37	0.1	0.252	0.4	0.43	0.27	0.2	0.2	0.2				2.422
	P.C.Q.		0.125											0.125
	Ronstar						0.25							0.25
	Merit													0
	Turflon													0
Stonehaven Park	Fertilizer 25-5-5			30			20					20		70
	Round-Up							1						1
	Turf Mark							0.5						0.5
	Speed Zone													0
	Ronstar Flo													0
	Merit													0
	Turflon													0
Summerwood Park	Fertilizer 25-5-5						400					250		650
	Fertilizer 16-6-8		60											60
	Round-Up		6	6					12	6				30
	Turf Mark		2	2			25		4	2	18			53
	Speed Zone						110				106			216
	Ronstar Flo													0
	Merit													0
	Turflon													0
Sunset Park Complex	Fertilizer 25-5-5			1000			2500					1400		4900
	Fertilizer 16-6-8		400											400
	Round-Up		12	62	36	30		30	36					206
	Turf Mark		4	32	12	10	5	10	66		32	96		267
	Speed Zone			30			22.5		384		195			631.5
	Fungicide													0
	Chlorophaphacinone				4	2	3	5.5	4.5	5				24
	Aluminum Phosiphide	0.4	0.38	0.426	0.63	0.11	0.6	0.63	0.2	0.4				3.776
	Ronstar							10						10
	Merit													0
	Turflon													0
Topaz Park	Fertilizer 25-5-5			10			15					25		50
	Fertilizer 16-6-8		20											20
	Round-Up							1						1
	Turf Mark													0
	Speed Zone													0
	Merit				1									1
	Turflon													0
Veterans Park	Fertilizer 25-5-5						550					300		850
	Fertilizer 16-6-8		400											400
	Round-Up			8	6	20		36		18				88
	Turf Mark			3	2	7	38	10	12	26				98
	Speed Zone						165		75	115				355
	Chlorophaphacinone								0.5	1.5				2
	Aluminum Phosiphide	0.216	0.126	0.536	0.34	0.27	0.27	0.17	0.135	0.2				2.263
	Ronstar Flo							10						10
	Merit				10									10
	Turflon													0

Walnut Park	**Fertilizer 25-5-5**			400			385					350		1135
	Fertilizer 16-6-8		40											40
	Round-Up		4	3		3	6	4	6			3		29
	Turf Mark		10				20			20				50
	Speed Zone		55				90			105				250
	Ronstar Flo						1.5		1.5			1		4
	Merit													0
	Turflon													0
Wheatfield Park	**Fertilizer 25-5-5**		75				100					75		250
	Fertilizer 16-6-8		40											40
	Round-Up		2	1			5	2	2					12
	Turf Mark		8					4			12			24
	Speed Zone		60					15			53			128
	Merit				8									8
	Ronstar						0.5							0.5
	Turflon													0
Windsor Way Park	**Fertilizer 25-5-5**						15					10		25
	Fertilizer 16-6-8		10											10
	Round-Up		1											1
	Turf Mark													0
	Speed Zone													0
	Merit													0
	Turflon													0
Yokut Park	**Fertilizer 25-5-5**			100			125					50		275
	Fertilizer 16-6-8		30											30
	Round-Up		1			1	2	1						5
	Turf Mark							2						2
	Speed Zone			2				8						10
	Ronstar Flo						0.5							0.5
	Merit													0
	Turflon													0

TOTALS	**Fertilizer 25-5-5**	0	1125	5970	0	0	11795	350	0	0	0	8125	0	27365
	Fertilizer 16-6-8	0	3415	0	0	0	50	0	0	0	0	0	0	3465
	Round-Up	20	85.5	264	93.5	449.5	123.5	198	131	115	55.5	53.5	0	1589
	Turf Mark	0	60	74.5	19	129.5	271.34	248	93	155	219	96	0	1365.34
	Speed Zone	0	275	39	14	471	1879.5	932	459	693	1232	12	0	6006.5
	Fungicide	0	0	0	0	0	0	0	0	0	0	0	0	0
	Chlorophaphacinone	0	0	0	25	16	20	34	34	29.5	0	0	0	158.5
	Aluminum Phosiphide	3.485	2.388	3.95	4.92	4.2	4.12	4.13	3.475	2.7	0	0	0	33.368
	P.C.Q.	0	0.25	4	0	0	0	0	0	0	0	0	0	4.25
	Turflon	0	0	0	0	0	0	0	0	0	0	0	0	0
	Ronstar	0	0	25	0	0	23	34	1.5	0	1.5	12	0	97
	Merit	0	0	0	51	0	0	0	0	0	0	0	0	51

		SCHEDULE FOR ALL PARKS .....TURF AREAS										
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT.	NOV.	DEC.
FERTILIZER			fertilizer				fertilizer			fertilizer		
AERATION		Aeration			Aeration			Aeration		Aeration		
BROADLEAF SPRAY			Broadleaf Spray			next: as needed						
		SCHEDULE FOR ALL PARKS.....SHRUB BEDS										
FERTILIZER		fertilizer								fertilizer		
		SCHEDULE FOR WEEDABATEMENT AREAS										
BLACK GOLD PARK					MAY/ JUNE							
CREEKSIDE PARK					MAY/ JUNE							
HERON					MAY/ JUNE							
MARSH CREEK VISTA					MAY/ JUNE							
		SCHEDULE FOR ALL PARKS . . . PRE-EMERGENT										
PRE-EMERGEN	pre-emergent										pre-emergent	

file=k:/users/francisco/schedule for fert and other work.xls

TERRACARE
ASSOCIATES

SAFETY & TRAINING

It is Terracare's goal to provide a safe workplace for its employees and clients. We take safety very seriously, and thus go out of our way to continuously train our employees on safe work practices.

When each employee is hired, they go through classroom safety training. They watch videos on how to properly actuate all the equipment they will be handling. As well as what safety equipment needs to be worn for each piece of equipment. They are then given hands on training for each piece of equipment by their direct supervisor. The next step in the process is to supervise them in the field performing regular job functions, and correct any unsafe practices.

Terracare conducts safety training weekly for all its employees. In those meetings, the field technicians are given continuous training on their Equipment, Personal Protective Equipment, Chemical Usage, Sign and Cone Usage, Safe Driving, Correct Parking, etc.

We also hold quarterly safety luncheons for the field personnel, hand out awards, hold raffles, and recognize our staff for working safely.

In addition, we train all of our Foreman and field management staff to perform their individual duties. We provide training on horticultural issues, inspection report writing, customer service, and many other aspects of their jobs.

Attached is a small part of our overall safety program.

Regards,

Mike Farrell
Sales Manager
Terracare Associates

Safety Program

Annual Training:

- Defensive Driving
- First Aid
- CPR

This is provided by an outside vendor specializing to the specific training.

Season Start Up:

- On hands training for specific equipment being utilized for Maintenance
- Proper PPE for all tasks
- Truck and Trailer Operation, Daily vehicle inspection reports, Registration and Insurance Information, Accident Procedures, & Locations of Local Approved Clinics.

Weekly Training:

- Team Safety Meeting with all staff, different topic each week, presented by one of the team's Account Managers.

Daily Training:

- Stretch and Flex
- Tailgate safety meetings discussing the daily work assignment, equipment needed, and proper safety equipment required for tasks assigned that day.

Monthly:

- Regional Safety Committee meets to discuss:
    - All incidents
    - Claims Management
    - Trends
    - Culture
    - Policy Changes
    - Each Teams Performance
    - New Ideas

Safety Incentives:

- Nominal gift cards ($20.00) to acknowledge safe working habits. Distributed to field staff awarding safe practices by Field Managers, Account Managers, or Team Managers.
- Safety Picnic for each Team for being accident free for 180 consecutive days. Typically a Friday afternoon, with food and nominal gifts for everyone. Our vendors participate with many of the gifts provided to staff.

Terracare Associates Code of Safe Practices

SAFETY

Welcome to Terracare Associates. By now you should understand that TCA is made up of many diverse operations with varying levels of exposure to injury. For this reason, it is important that safety be a major part of our productive work environment and is everyone's responsibility. The Safety Policy Statement and Code of Safe Practices, contained in this document, outline TCA's safety, health and environmental policies.

TCA is more concerned with your safety, the safety of your co-workers and the communities in which we live, than we are about making production goals, quality goals, etc.

The information contained in this document give you a brief overview of what you should expect from TCA and what TCA expects from you, with regard to safety. TCA depends on you to understand and practice these safety expectations, as well as those set forth by State and Federal OSHA Programs and MSHA. Every TCA employee is responsible to contribute to a safe working environment. If you recognize a potentially unsafe situation at your work location, immediately bring it to a supervisor's attention. If the matter is serious or if you have safety questions that you would like to present to TCA's, please contact your supervisor or Division Manager.

We thank you for joining the TCA Safety Team and look forward to your contribution to our safety program.

SAFETY POLICY STATEMENT

It is the policy of TCA to provide a safe workplace for our employees and to perform work in the safest manner possible, consistent with good construction practices. To fulfill the requirements of this policy, an organized and effective safety program must be carried out at all of our work operations.

Responsibility for implementing this program and development of the safety program is delegated to line supervision in accordance with the chain-of-command. Safety managers are a resource and assist with plan implementation. Their presence does not relieve line supervision of their safety responsibility.

"Safety is Your Responsibility"

CODE OF SAFE PRACTICES

GENERAL RULES

- Follow **all** safety rules and manufacturer's safety recommendations.
- Report to work ready to perform assigned tasks, wearing all required PPE.
- Every employee is responsible to stop any hazardous activity on the site.
- All employees must attend weekly toolbox meetings and/or site safety training sessions, as your participation is essential for fully understanding site hazards and improving safety.
- No alcohol or drugs are allowed on the project site or in Company owned vehicles.
- A written Hazard Analysis will be reviewed with all employees prior to starting any operation.
- Material Safety Data Sheets (MSDS) contain important information about chemicals you may come into contact with while performing work on site. If you have a question regarding a specific chemical you are using, ask your supervisor for a copy of the MSD sheet and/or Hazard Communication Program.

REPORTING ACCIDENTS

- Report all injuries, incidents and motor vehicle accidents to a supervisor immediately to assure proper steps are taken to handle the situation; for your safety and the safety of those around you. In the event of an injury, this also helps ensure we provide the best medical care possible.
- If injured on the job, never drive yourself to the doctor. A salaried supervisor or foreman will provide you with transportation in a company vehicle. You and your supervisor must exercise good judgment as to whether someone from the job takes you to the doctor or to call 911 to request an ambulance.
- Should an accident involve a company vehicle or a privately owned vehicle while on company business, call the police. The driver must report this immediately to his or her supervisor and provide copies of any accident reports or police citations.
- All injuries, incidents or accidents are followed by a post-accident drug test. All persons directly or indirectly involved may be subject to post-accident drug testing.

TCA believes it is important for you to continue to earn 100% of your normal pay even if you are recovering from a work-related injury. The TCA Return to Work Program will accommodate most work restrictions and will continue to pay you at your normal pay rate (workers' compensation only pays you a fraction of your full earnings).

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HOUSEKEEPING

- All work areas will be kept clean and free of debris at all times. It is each employee's responsibility to clean their area as they go.
- Material storage areas (including conex boxes and gang boxes) will be kept orderly.
- Holes will be covered with a material that is capable of two times the maximum intended load, marked "OPEN HOLE" with highly visible paint, and will require positive effort to remove (such as staking or nailing a plywood cover).
- Bend or pull all nails in scrap or stored lumber.
- Reinforcing rods or stakes that expose people to punctures or scratches will be covered with rebar caps (square head type).

PERSONAL PROTECTIVE EQUIPMENT

- Company issued PPE, including, hardhats, ANSI Z87.1 safety glasses and proper work attire must be worn at all times while on the project site.
- Minimum 4" sleeved shirt, durable work pants or jeans, and no loose clothing or jewelry will be worn.
- Sturdy leather work boots that rise above ankle height must be worn at all times while on the project site.
- Hearing protection must be worn when exposed to high noise levels.
- Rubber gloves and boots will be worn when exposed to concrete or other hazardous substances. Rubber boots must have a steel toe and steel shank.
- Personnel working on the ground, around heavy equipment, must wear orange or green reflective vests at a minimum.
- Face shield and goggles will be used while chipping or grinding.
- Protective leg chaps must be used when using a chainsaw or chop saw.
- Cutting goggles (#5 shade or darker) will be worn when using a torch.
- Additional operational specific PPE requirements will be addressed in the operation's hazard analysis.

LADDER SAFETY

- All ladders must be secured at the top and bottom.
- Ladder rails must extend 3 feet above the landing.
- Keep area around ladders free of debris and materials to prevent injuries.
- Only fiberglass or job-made wooden ladders will be used. Aluminum ladders will never be used on our project sites.
- Always face the ladder when using it. Keep a minimum of two hands and a foot or two feet and a hand on the ladder at all times.
- One person at a time can climb or be on a ladder.
- Do not carry materials up or down a ladder. Use a hand line.
- Ladders are to be set back a safe distance from the vertical (approximately one quarter of the working length of the ladder).
- Move the ladder to avoid over-reaching.
- Ladders (or appropriate access) must be within 25 feet of personnel in a trench (50 feet between ladders).

COMPANY EQUIPMENT

- Many types of equipment (Backhoes, forklifts, and skiffs, etc.) can only be operated by a trained and designated operator. No one is permitted to operate a piece of equipment if they are not a designated or licensed operator.
- Seatbelts must be worn, at all times, in all Company equipment and vehicles.
- The parking brake must be set and the keys must be removed whenever a Company vehicle is parked. Avoid parking on inclines. Avoid backing up vehicles as much as possible.
- Chocks are required for all parked equipment.
- You are prohibited from riding on loads, fenders, running boards, tailgates, or in truck beds.
- Properly equipped flaggers will be used to cross public roads with equipment.
- Shut down and lockout all equipment, large or small, before refueling or attempting to repair.
- All mobile equipment, except for small cars and pick-up trucks, must have an operating, audible back-up alarm.

- Perform daily visuals on all equipment. Resolve any serious issues before operating equipment.

GROUND FAULT CIRCUIT INTERRUPTING PROGRAM

- All electrical tools and equipment must be grounded or double insulated.
- All cords will be inspected before each use. Damaged cords will be repaired or thrown away.
- Electrical equipment used on our projects will be connected to a ground fault circuit interrupter (GFCIs).
- Cord protectors should be used in high traffic zones to avoid causing damage.
- Cords are to be protected from sharp corners, edges and pinch points.

FALL PROTECTION

- A written fall protection work plan will be reviewed with the crew for any operation that requires personnel to work 6 feet or more off the ground or lower level.
- A top rail, mid rail and a toe board must be on all walkways or scaffolds over six (6) feet high. (Top rail heights are 42"-45", mid rail heights are 21"-23" and toe boards are 4" nominal.)
- When a fall protection system is required, employees will be provided with a Company issued and approved full-body harness, lanyard and/or retractable. Employees are not permitted to use any personally owned fall protection equipment.
- Employees are responsible to inspect their personal fall protection equipment and the system they anchor to prior to each use.
- Fall protection equipment shall never be modified.
- Follow Manufacturer's guidelines and requirements for special equipment.
- Do not ride on a rolling scaffold.

FIRE PREVENTION

- Properly inspected and certified fire extinguishers must be in all Company pickups, equipment, and designated work areas.
- All flammable materials should be stored in flammable cabinets.
- No smoking within 50 feet of fueling operations or fuel storage areas.
- Do not add fuel to equipment that is running or still hot.

- Only use approved metal safety cans with a flash screen for gasoline and diesel fuels. Be sure the container is labeled with its contents.

EXCAVATION SAFETY

- Do not enter a trench or excavation unless it has been shored or sloped properly, and inspected by a Competent Person.

- The edge of the spoil pile must be two feet from the excavation edge.

MATERIAL HANDLING

- Use proper lifting techniques when handling material. If the load is too awkward or heavy, then get help before lifting.

OXYGEN AND ACETYLENE RULES

- Oxygen and acetylene bottles must be properly secured and in an upright position at all times. When not in use, the bottles must have caps on and be separated twenty (20) feet or have a five (5) foot high noncombustible barrier between them.

- Flashback arrestors are required at the torch end and the cylinder end of a cutting set up. If the torch handle has the flashback arrestors as an integral feature, then flashback arrestors will only be required at the cylinder end.

- Only spark igniters shall be used to light a torch. The use of matches, lighters or cigarettes is strictly prohibited.

CONFINED SPACE RULES

- No one will enter a confined space without full training and authorization from the confined space supervisor. A **Confined Space** means a space that:

    - Is large enough and so configured that an employee can bodily enter and perform assigned work; and

    - Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and

    - Is not designed for continuous employee occupancy.

- and/or:

    - Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop.

ENVIRONMENTAL RESPONSIBILITY

- The TCA Companies strive to maintain a high level of environmental awareness. We work closely with our clients and Federal, State and local environmental agencies to identify the potential environmental hazards and plan ways to mitigate the effects of our operations. Each employee plays a vital role in protecting our environment.

- Safe operating procedures, job site organization, housekeeping, and actively identifying areas for improvement all help us to reach this goal.

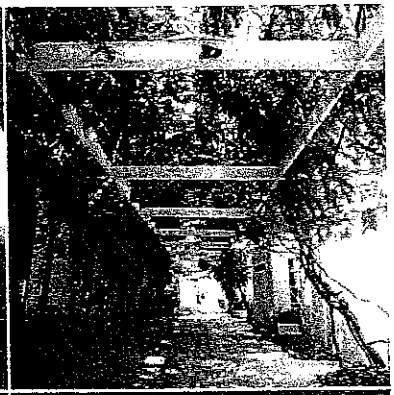
- If you witness an environmental incident that has potential to be damaging to the environment, or public health, no matter how minor the situation, it must be immediately reported to your supervisor.

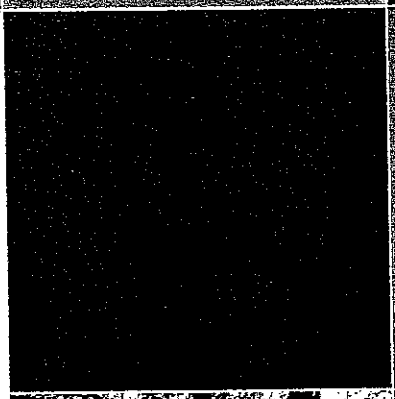
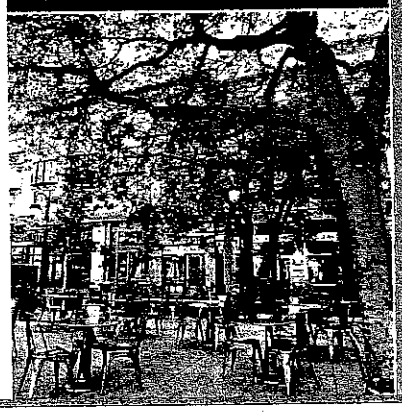
Asset #	Equip Class	PBU	Asset Description	Serial Number	Loc	Asset Desc 2	Rate	Plate #
468	99	223	223 SM EQ REPAIR PARTS & LABOR		223	SMALL EQ COSTS	0.00	
[illegible]3	99	223	223 SMALL EQ PURCHASES		223		0.00	
[illegible]8	10	223	1987 FORD LN8000 T/A DUMP	1FDXR82A3HVA47851	223		46.00	7U96347
1059	61	223	1992 LIFTALL FORKLIFT	805631	223		12.00	1AMA920
1132	75	223	1994 FINN T330 HYDROMULCHER	RE-997	223	MOUNTED ON TRUCK 1	54.00	SE475720
1151	19	223	1995 BIG TEX 10' TRAILER	16VVX1014S1A67270	223		8.00	1FD1609
1154	19	223	1995 BIG TEX 10' TRAILER	16VVX1015S1A69173	223		8.00	1FD9856
1155	19	223	1995 BIG TEX 10' TRAILER	16VVX101051A69632	223		8.00	1FD9857
1409	86	223	1995 WACKER JUMPING JACK	501310846	223	BS60Y	3.00	
1411	96	223	COATS TIRE CHANGER		223		2.00	
1483	90	223	LASER LEVEL		223		4.00	
1565	15	223	1997 FORD F150 2WD SUPER CAB	1FTDX1723VKB96909	223		15.00	5L07978
1568	18	223	EQUIPMENT TRAILER		223		12.00	
1573	51	223	1996 JOHN DEERE 310D BACKHOE	TO310DG823509	223		36.00	
1579	97	223	ALUMINUM CONTAINER		223		2.00	
1580	97	223	ALUMINUM CONTAINER		223		2.00	
1645	15	223	1997 FORD F150 2WD SUPER CAB	1FTDX1722VKC86729	223		15.00	5M42547
1647	15	223	1997 FORD F150 2WD SUPER CAB	1FTDX1720VKC86728	223		15.00	5M42548
1652	50	223	1992 CASE 1845C SKIDSTEER	JAF0101757	223		22.00	N / R
1693	19	223	1996 BIG TEX 10' TRAILER	16V4X1011T1A76976	223		8.00	4EV4274
1694	19	223	1996 BIG TEX 10' TRAILER	16VAX1018T1A81592	223		8.00	1GJ4610
1695	19	223	1996 BIG TEX 10' TRAILER	16VAX1016T1A81588	223		8.00	NO REG
1716	90	223	TOP-CON LASER	RLHKX2940	223		4.00	
1718	76	223	2001 SMALL MAINT EQUIPMENT		223		6.00	
1756	50	223	JOHN DEERE 210E LOADER	828554	223	W/GANNON	33.00	
1761	11	223	1980 IHC TRUCK	CF255KHA20457	223	W/FINN THS30 HYDRO	34.00	5V86558
1762	11	223	1982 IHC S1800 4X4	1HTAR1859CHA18041	223		34.00	5S01247
[illegible]5	55	223	1997 VERMEER V3550A TRENCHER	1VRS072P7V1000204	223		48.00	
[illegible]8	18	223	1990 CONTAINER TRAILER	248707	223		2.00	UN8818
1905	72	223	1996 AA1477CAVIE CARRYALL GOLF	J9829676368	223		3.00	
1906	72	223	1996 CAVIE CARRYALL GOLF CART	J9829676367	223		3.00	
1907	90	223	945 LASER W/PENTA MIRROR	3825	223		4.00	
1915	10	223	1981 IHC T/A TRUCK	1HTDF2572BHA25221	223	W/FINN T330 HYDROM	46.00	7F96461
1931	15	223	1998 FORD F150 2WD SUPER CAB	1FTZX1721WKB66301	223		15.00	5U33073
1935	15	223	1998 FORD F150 2WD REGULAR CAB	1FTZF1724WKB57353	223		15.00	5U33074
1959	19	223	1981 20-002 TRAILER	J01548	223		11.00	RL9918
1960	19	223	1976 5x12 TRAILER	CTU761252	223		8.00	NB2557
1976	90	223	1998 L5-BZC LASER RECEIVER		223		4.00	
1980	96	223	OIL PUMP FOR EQUIP SERVICING		223		2.00	
2055	80	223	1998 HONDA HOWEZ500 GENERATOR	EZEL1002024	223		6.00	
2178	76	223	1999 EXMARK 60" MOWER	LZ25KC604	223		10.00	
2299	15	223	2001 FORD F150 2WD REGULAR CAB	1FTZF17271NB21244	223		15.00	6N86446
2301	15	223	2001 FORD F150 2WD REGULAR CAB	1FTZF172X1NB21237	223		15.00	6L92852
2305	15	223	2001 FORD F250 2WD REGULAR CAB	1FTNF20L91EC19330	223		15.00	6N86447
2369	15	223	2000 FORD F150 2WD REGULAR CAB	1FTZF172XYNB65250	223		15.00	994ALM
2427	19	223	2000 CARSON TRAILER	4HXSU1219YC022677	2013422		11.00	4FU9280
2434	73	223	2000 FINN B260T STRAWBLOWER	SS2809	223		35.00	1WZ9704
2464	18	223	1992 EAGER BEAVER LOWBOY TRLR	112HTN309NL039116	223		14.00	1WZ3026
2672	19	223	2001 BIG TEX 12' TRAILER	16VVX121X11A33491	223		8.00	1JY7826
2703	50	223	2001 JOHN DEERE 210LE LOADER	TO210LE880710	223	W/GANNON	33.00	
2899	97	223	1986 CARGO CONTAINER		223		2.00	
2900	19	223	1998 HMD UTILITY BOAT TRAILER	CA831431	223		15.00	1HT6211
2901	19	223	1970 NORCAL TRAILER	OD9066WW	223		8.00	TX4525
[illegible]03	19	223	1975 ZIEMAN TRAILER	ZW11121	223		12.00	1WH3028
[illegible]4	18	223	1988 WELLS CARGO TRAILER	1WC200629J4004569	223		4.00	1UD7037
2905	19	223	1987 NORCAL TRAILER	1N9US1220H2PS1014	223		11.00	1AU8389
2906	19	223	1997 BIG TEX 10' TRAILER	16VVX1014V1A85076	223		8.00	4EV4273
2917	15	223	2001 FORD F150 2WD REGULAR CAB	1FTZF17251NB21243	223		15.00	6P66917
2924	15	223	2001 FORD F350 4WD FLATBED	1FDWF37S61ED00854	223		18.00	6R56010

2942	61	223	1996 AC 8000 FORKLIFT	45304000	223		12.00	
3013	71	223	1996 BARRETO 11HP ROTOTILLER	1562	223		6.00	
3040	73	223	1991 FINN B260 STRAW BLOWER	RM2492	223		35.00	1VM8007
3080	71	223	2001 LITTLE WONDER TILLER		223		6.00	
[illegible]4	75	223	FINN THS30 HYDROMULCHER	483	223	MOUNTED ON TRUCK 1	54.00	
[illegible]9	71	223	1996 13' FLOAT PLANE		2070005		3.00	
3183	70	223	1997 RYAN LAWNAIRE AERATOR	97505399	223		6.00	
3222	96	223	EWING PRESSURE WASHER	5747	223	OP260	2.00	
3224	96	223	OXYGEN TORCH		223		2.00	
3227	81	223	INGERSOLL RAND 185 COMPR	116-415-480-93	223	COMPRESSOR	10.00	
3228	90	223	PEI521 WIRE DETECTOR		223		4.00	
3231	80	223	MILLERMATIC 200 WELDER	JJ406812	223		4.00	
3232	90	223	RAINMASTER TRANSMITTER	R1250160	223	MDLRT5	4.00	
3239	71	223	1996 GANNON 6' BOX SCRAPER	H220L010	223		3.00	
3240	71	223	1996 CULTIPACK 8' TOW		223		3.00	
3241	71	223	1996 GANNON 6 1/2' BOX SCRAPER		223		3.00	
3244	71	223	1996 JOHN DEERE 7' DOUBLE DISC		223		3.00	
3245	71	223	1996 INDUSCO 7' DOUBLE DISC	2652291	223		3.00	
3248	71	223	1996 L2085 LAND PLANE		223		3.00	
3249	71	223	1996 YORK RAKE		223		3.00	
3250	86	223	WACKER GVR-100 TAMPER	319401189	223		3.00	
3257	77	223	RYAN SOD CUTTER		223		6.00	
3262	73	223	SPLIT TANK 200 GAL SPRAYER		223		3.00	
3263	73	223	NSTC PC0200 SPRAYER		223		3.00	SE465150
3269	76	223	DANDL FLAIL 74" MOWER		223		6.00	
3354	70	223	2001 EXMARK 6' 3PT AERATOR	235383	223		6.00	
3394	15	223	2002 FORD F250 2WD REGULAR CAB	1FTNF20LX2EC58087	223	UTILITY BED	15.00	6X31864
4279	70	223	2002 SHINDAIWA WEEDEATERS (5)		223	T350	6.00	
4428	70	223	2002 SHINDAIWA WEEDEATERS (2)		223	SHT350	6.00	
4430	76	223	2002 HONDA 215SXA 21" MOWERS-3	6147879, 6147880, 614789	223	$864.92 ea	6.00	
[illegible]1	76	223	2002 EXMARK 3615KA 36" MOWER	298303	223		6.00	
[illegible]2	76	223	2002 EXMARK 3615KA 36" MOWER	333725	223		6.00	
4433	76	223	2002 EXMARK 3615KA 36" MOWER	284439	223		6.00	
4546	70	223	2003 ECHO 12" CHAINSAW	02028317	223	CHG TO 223.5881	6.00	
4547	70	223	2003 ECHO PB411 BACKPACK BLOWR	02005049	223	CHG TO 223.5881	6.00	
4583	76	223	2003 EXMARK LZ 60" RIDER MOWER	394033	223	27HP KOHLER	10.00	
4584	94	223	2003 ULTRA VAC QUICK DISCHARGE	380108	223	ON #4583	2.00	
4666	10	223	1987 IHC T/A TRUCK	1HT2VGKR9HH488703	223	W/ HYDROMULCHER #4	46.00	6R74714
4667	75	223	1999 FINN T330 HYDROMULCHER		223	JD DIESEL ENGINE	54.00	
4753	71	223	2003 KUBOTA ROTARY TILLER	12412	223	FL1271	6.00	
4775	15	223	2004 FORD F150 2WD SUPER CAB	2FTRX17W34CA54328	223		15.00	7L69327
4776	15	223	2004 FORD F150 2WD SUPER CAB	2FTRX17W14CA54327	223		15.00	7T36255
4854	86	223	2003 MT55F RAMMER JUMPING JACK		223	4 CYCLE	3.00	
4961	76	223	2004 EXMARK 60" RIDER MOWER	473076			10.00	
4962	76	223	2004 EXMARK 36" WALK BEHIND	386118			6.00	
4971	19	223	2004 BIG TEX 12' LANDSCAPE TRL	16VUX122141E23825	223	70TV TRAILER	15.00	4FU9281
4972	19	223	2004 BIG TEX 12' LANDSCAPE TRL	16VUX122841E23823	223	70TV TRAILER	15.00	4ev4318
5041	86	223	2004 CUTQUIK 14" DEMO SAW	161953241	223		3.00	
5128	74	223	2004 JOHN DEERE 4520 TRACTOR	LV4520H150646	223	4X4 TRACTOR / W LOA	37.00	
5169	19	223	2004 BIGTEX 12' MAINT TRAILER	16VNX122951E55797		MODEL L70R	8.00	4FR4115
5175	71	223	2004 HONDA 2 MAN AUGER				3.00	
5201	18	223	2005 WELLS CARGO 14' TRAILER	1W4200F2X54056862			12.00	
5262	15	223	2005 FORD F250 2WD REGULAR CAB	1FTSX20545EB22186			15.00	7R64707
5263	15	223	2005 FORD F150 2WD REGULAR CAB	1FTVX12535NA33391			15.00	7R64708
5970	15	223	2005 FORD F250 4WD REGULAR CAB	1FTNF215X5EC82085			15.00	7R64732
5972	21	223	2005 BOMAG DRUM ROLLER				31.00	
[illegible]4	50	223	2005 JOHN DEERE 210 LOADER		223		33.00	
	15	223	2005 FORD F250 2WD REGULAR CAB	1FTSX20505EC91668	223		15.00	7V21753
6006	15	223	2005 FORD F250 2WD REGULAR CAB	1FTSX20505EA35661			15.00	7V21754
6298	15	223	2006 FORD F250 2WD REGULAR CAB	1FTSX20536EA30262			15.00	7T20808
6299	15	223	2006 FORD F250 4WD SUPER CAB	1FTSX21Y36EA30271			15.00	7T20807

6304	18	223	2006 CARSON 16' TILT TRAILER	4HXFB16286C103449		FLATBED TILT	6.00	4GP8644
6489	92	223	2005 WANCO WTSP-55 ARROW BOARD	5F11S101051002397	223	SOLAR / TRAILER MOU	4.00	SE501795
6591	70	223	2005 CAP SMALL MAINT EQUIPMENT			1/05-9/05	6.00	
6611	70	223	2005 REDMAX BACKPACK BLOWERS-2	50928441-50928456			6.00	
[illegible]1	94	223	2006 TRACTOR ATTACHMENTS				2.00	
[illegible]9	96	223	2006 VEHICLE LIFT FOR SHOP			10K, TP010-15 15'	0.00	
6739	15	223	2006 FORD F250 2WD SUPER CAB	1FTSX20576EB96056	223	LONG BED	15.00	8B13660
6740	15	223	2006 FORD F250 2WD SUPER CAB	1FTSX20556EA30263		LONG BED	15.00	8B13659
6742	70	223	2006 REDMAX BZ8000 BLOWERS X 2	50314955/50314957			6.00	0.00
6783	76	223	2006 EXMARK 60" LAZER MOWER	555611		W/ MULCH KIT	35.00	
6792	76	223	2006 EXMARK 48" HYDRO MOWER	512465		VIKING W/ MULCH KIT	10.00	
6793	76	223	2006 EXMARK 48" HYDRO MOWER	512466		VIKING W/ MULCH KIT	10.00	
6794	76	223	2006 HONDA 21" HYDRO MOWER	1011282			6.00	
6795	76	223	2006 HONDA 21" HYDRO MOWER	1012043			6.00	
6796	76	223	2006 HONDA 21" HYDRO MOWER	1012040			6.00	
6797	76	223	2006 HONDA 21" HYDRO MOWER	1012049			6.00	
6798	76	223	2006 EXMARK 36" METRO MOWER	486001		W/ MULCH KIT	10.00	
6799	76	223	2006 EXMARK 36" MOWER	618190		W/ MULCH KIT	10.00	
6800	76	223	2006 EXMARK 36" MOWER	618192		W/ MULCH KIT	10.00	
6801	76	223	2006 EXMARK 36" MOWER	618194		W/ MULCH KIT	10.00	
6823	70	223	2006 SMALL MAINT EQUIPMENT			EDGERS, TRIMMERS, PI	6.00	
6824	70	223	2006 SHINDAIWA HEDGE TRIMMERS			FIVE	6.00	
6853	76	223	2006 EXMARK 21" METRO MOWER	568898			6.00	
6854	76	223	2006 EXMARK 21" METRO MOWER	568895			6.00	
6863	70	223	2006 REDMAX BZ8000 BLOWERS	51030068-63-58-66-67		5-REDMAX / 1-ECHO P2	6.00	
6866	10	223	2001 IHC 12YD DUMP TRUCK	1HTGLATT01H348033		10 WHEEL	46.00	7M32873
6871	70	223	2006 SHINDAIWA TRIMMERS/BLOWER			4-SHINDAIWA, 1-REDM	6.00	
6873	51	223	2002 JOHN DEERE 410G BACKHOE	106X908652			36.00	
7110	96	223	2007 EQIUP STEAM CLEANER				2.00	
7167	70	223	2007 SMALL EQUIPMENT PACKAGE			6-BP BLOWERS/10-TRI	6.00	
[illegible]8	76	223	2007 TORO 21" HYDRO MOWER	1032693			6.00	
[illegible]9	76	223	2007 TORO 21" HYDRO MOWER	1032726			6.00	
7170	76	223	2007 TORO 21" HYDRO MOWER	1034212			6.00	
7171	76	223	2007 EXMARK 60" RIDING MOWER	555619		LZ60 27HP	35.00	
7172	18	223	2007 WELLS CARGO 14' TRAILER	1W4200F2374067415		RF7142	12.00	
7173	15	223	2008 FORD F250 2WD REGULAR CAB	1FTSX20Y58EB77387			15.00	
7174	15	223	2008 FORD F250 2WD REGULAR CAB	1FTSX20Y78EB77388			15.00	
7175	15	223	2008 FORD F250 2WD REGULAR CAB	1FTSX20Y98EB77389			15.00	
7176	15	223	2008 FORD F250 2WD REGULAR CAB	1FTSX20Y58EB77390			15.00	
7177	15	223	2008 FORD F250 2WD REGULAR CAB	1FDNF20518EB98691			15.00	EMP PLAT
7178	18	223	2007 BIG TEX 12' BOX DUMP TRLR	16VDX122672H68671		126X-12	6.00	
7180	75	223	2007 HYDROSEEDER				42.00	
7374	28	223	2007 BREAKER JACKHAMMER	686000007		1-1/8" STEEL	20.00	
7422	50	223	2007 JOHN DEERE 210 LOADER				33.00	

Arborwell
professional tree management

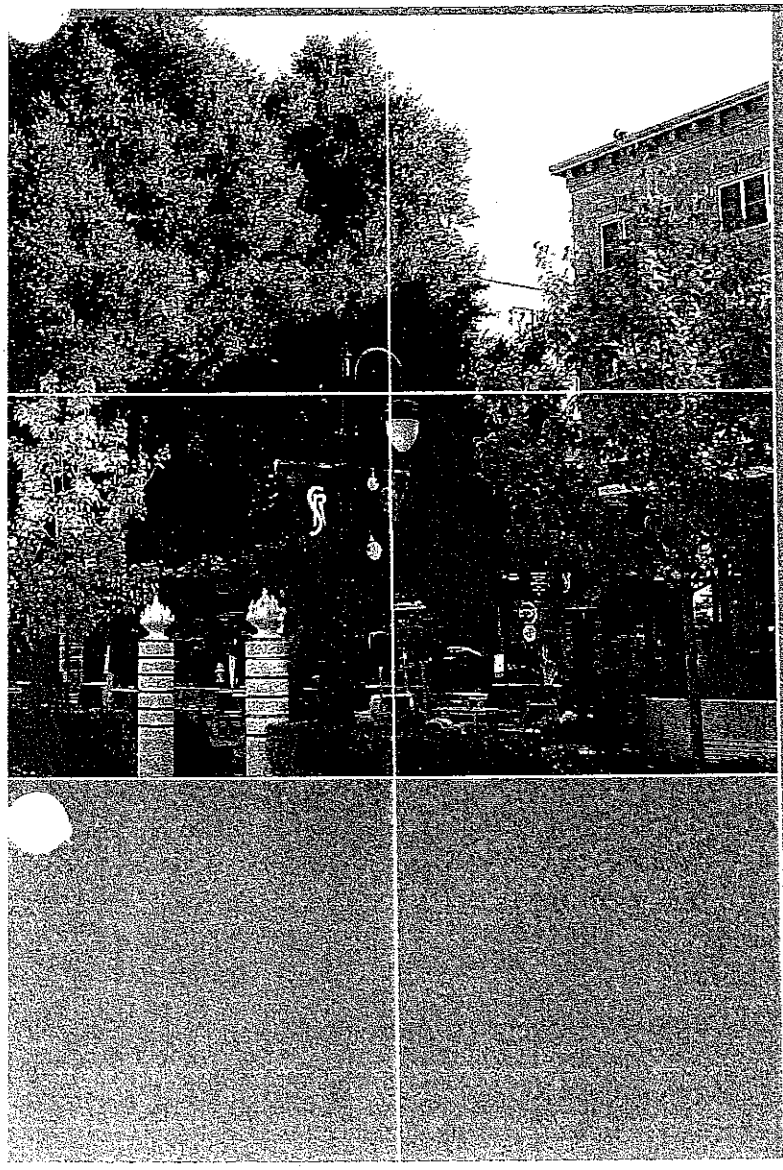


Trusted leaders in tree management

When it comes to managing your trees, Arborwell understands that every client and property is different. Whatever your arboricultural needs, we're ready with flawless execution and impeccable customer service. Whether maintaining the beauty and health of mature trees on a golf course or around your home, or nurturing new installations at a corporate campus, shopping center, or housing development, the Arborwell team of Certified Arborists delivers results you can appreciate for years to come.

Arborwell professional
tree management



Expertise you can trust

Arborwell's team of highly trained arborists are certified by the International Society of Arboriculture (ISA) to bring meticulous care to every job. Our philosophy encompasses more than simple pruning and maintenance. We study each tree's overall system to ensure longevity and vitality from the ground up.

The natural way to improve your investment

Healthy trees not only improve the appearance of your property, they can substantially increase its value. Part of our mandate as arborists is to work with you to maximize the contribution trees make to your environment. Trees managed by Arborwell thrive in summer, resist windfall and damage in winter, and provide natural beauty year round.

Guaranteed service, 24 hours a day

In addition to regular maintenance, your Arborwell account manager is available whenever unexpected needs arise. We pride ourselves on our reliable customer service, and back it up with a satisfaction guarantee. Throughout the Sacramento Valley and greater San Francisco Bay Area, our customers trust us to respond to their arboricultural needs quickly, efficiently, and with minimal disruption to surrounding homes and businesses.

Serving residential, commercial, and public spaces

Our experienced team of arborists serve a wide variety of clients, including many of Northern California's largest commercial and property management companies, real estate developers and contractors, golf courses, parks and recreation areas, private residences and estates, and consulting arborists seeking partnerships for the most ambitious projects. Whatever the venue, the Arborwell staff is ready to help you adhere to the latest state regulations and guidelines governing tree preservation, conservation, and replacement.

"Our goal is to improve the safety and appearance of our customers' trees while increasing their property's value and delivering consistent excellent service."

For sevice,
call 888-969-8733 or visit
www.arborwell.com

The leading edge of tree care and maintenance

Healthy, vigorous trees start from the ground up. At Arborwell, we do more than address problems and attend to cosmetic maintenance. We approach arboriculture holistically for cost-effective maintenance of your landscaping investment. From soil improvement to tree selection to ongoing care, our certified arborists ensure that your trees prosper, contributing to the long-term appreciation of your property.

Service plans tailored to your needs

Arborwell offers a wide range of service plans to cover every kind of arboricultural need, from nurturing and preserving ...ntage trees to selecting and planting the best new ...ditions to your green spaces. Whatever your requirements, you'll find Arborwell puts customer service first. Our goal is to exceed our clients' expectations from the first phone call to the last bit of cleanup, regardless of the size of the project, backed up by 24-hour emergency service and an unconditional satisfaction guarantee.

No-surprises pruning and maintenance

Arborwell account managers deliver detailed specifications before every pruning job, so you know what to expect, how long it will take, and when workers will be present. Regular maintenance such as crown thinning or reduction, branch pruning, and young tree pruning occur at your convenience and with minimal disturbance to surrounding areas.

Comprehensive Wellness Programs

Our Wellness programs begin with a certified arborist's evaluation of your trees' condition, soil sampling, and testing. Once a diagnosis is made, a treatment plan for returning trees and their environment to optimum health is implemented. This may include fertilization, water management, mulching, root crown inspections, air spading, insect and disease management, and other strategies for improving your trees' condition.

Preservation, transplanting, removal and replacement

...latest equipment and technology make Arborwell the ...cal solution for everything from preserving mature trees in accordance with state and local guidelines to transplanting or removing trees of any size.

Arborist consultations

Arborwell offers complete evaluations and reporting performed by an ISA certified arborist. Consultations can cover such topics as tree value appraisals, tree inventories, decay detection and measurement, hazard assessments, and budgetary management plans.

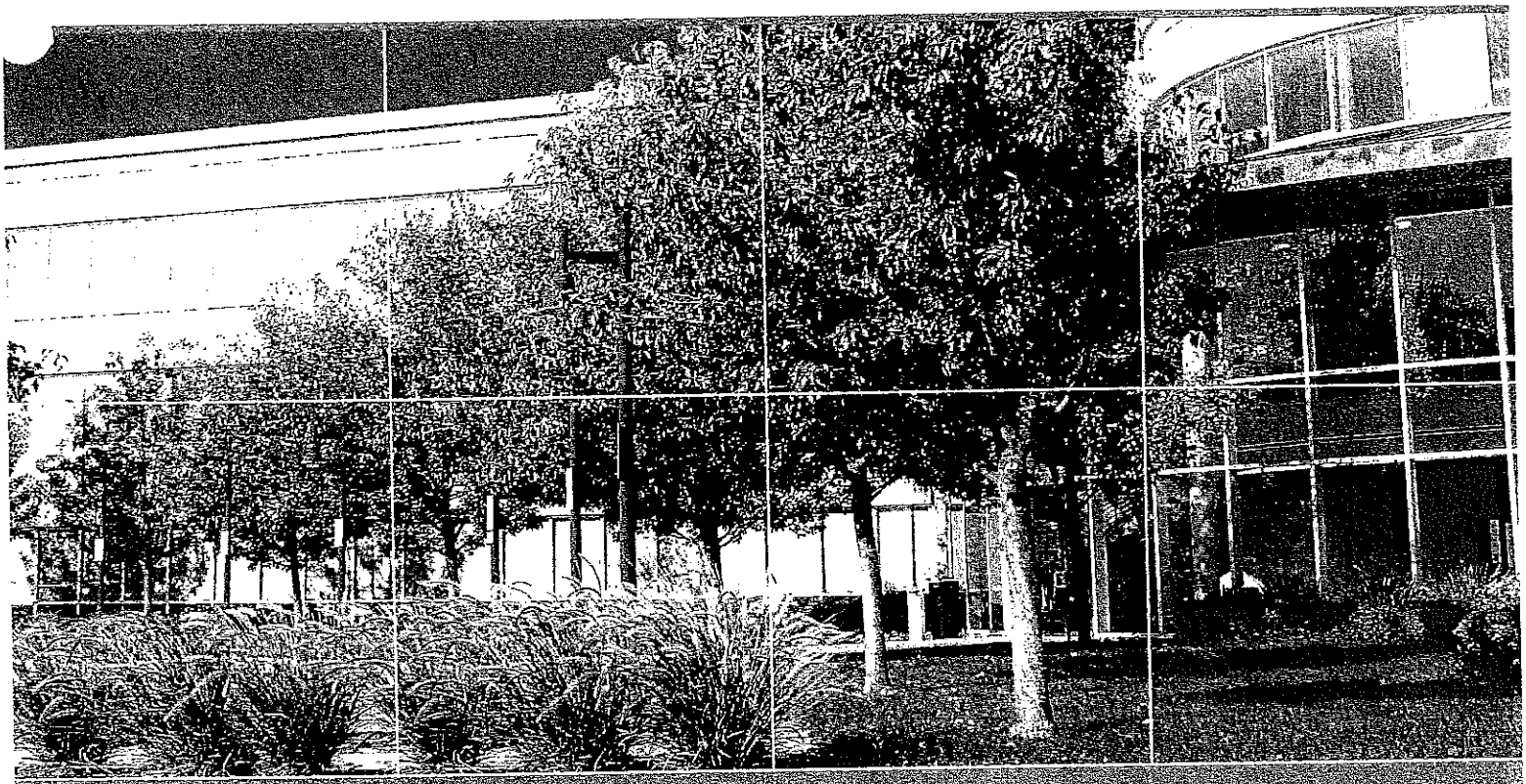
We take the environment seriously

Our comprehensive recycling program means nothing goes to "waste." Removed trees and wood chips are used as fuel for cogeneration plants, lumber donations to local communities, and mulch. In most cases, our specialists recommend replacement of removed trees to promote and sustain a greener environment, working with the client to select an appropriate species and location. Rest assured we use only natural, nontoxic fertilizers and treatments for fighting disease and insects.

Customer Testimonial

"If you want it done right; if you need it done in an emergency; then hire Arborwell for their professionalism, attention to detail and outstanding customer service. As the past President of BOMA Silicon Valley, I have come across many service providers for our commercial portfolio; and there are none better in the tree care business than Arborwell."

Arborwell professional
tree management



Superior service, equipment, and expertise

Let Arborwell help you improve your landscaping with healthy, thriving trees. Throughout Northern California, Arborwell is the trusted leader when it comes to protecting and maintaining trees in all kinds of settings, including golf courses, parks, housing developments, shopping centers, corporate campuses, and individual residences.

We stand behind our work, guaranteed

At Arborwell, our top priority is service. Regardless of the scope of the project, our experienced professionals are ready to help every step of the way. Look to Arborwell for:

- Unmatched customer service
- ISA-certified arborists
- Tree management tailored to your needs
- Environmentally safe methodology
- 24-hour emergency response
- Our unconditional satisfaction guarantee

Professional service for optimum results

Some investments are too important to leave to chance. Trees may be one of your property's most valuable and enduring assets. Managed properly, they offer a rare and affordable opportunity to improve the value of your investment. From selection to maturity, you can trust Arborwell to create a safe environment where healthy trees thrive.

ACCREDITED · TREE CARE INDUSTRY ASSOCIATION · CONFIDENCE

Accredited by the Tree Care Industry Association

Contact Us

To speak with an Arborwell Account Manager, please call 888-969-8733. Our team of licensed professionals are ready to help with all your arboricultural needs.

Arborwell
professional tree management

www.arborwell.com
888-969-8733

Arborwell
professional tree management

References
(Northern California)

Hines
3155 Porter Drive
Palo Alto, CA 94304
Contact: Courtney Conrad
courtney_conrad@hines.com
Tree pruning and removals

Equity Residential
2400 Camino Ramon, Suite 320
San Ramon, CA 94583
Contact: Amy Aceves 415.269.9713
aaceves@eqrworld.com
Tree pruning and removals

Essex Property Trust
925 E. Meadow Drive
Palo Alto, CA 94303
Contact: Marty Wisinski 650.575.4808
mwisinski@essexpropertytrust.com
Tree pruning and removals

Woodmont Real Estate
2001 Winward Way #100
San Mateo, CA 94404
Contact: Scott Pritchett 650.802.1671
spritchett@wres.com
Tree pruning and removals

County of Placer
8380 W Hidden Lakes Drive
Granite Bay, CA 95746
Contact: Cord Snyder 530.745.7565
csnyder@placer.ca.gov
Tree pruning, removals

Visalia Unified School District
5000 W Cypress Ave.
Visalia, CA 93277
Contact: Scott Willis 559.804.7191
Fax# 559.730.7528
Tree pruning and removals

City of Tracy
520 Tracy Blvd.
Tracy, CA 95376
Contact: Don Mason 209.831.4465
don.mason@ci.tracy.ca.us
Tree pruning and removals

City of San Jose
1661 Senter Rd. 2nd Floor
San Jose, CA 95112
Contact: Russ Hanson 408.623.2413
Fax# 408.971.3988
Tree pruning and removals

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

Consumer Affairs

License Number 739392 Entity CORP

Business Name ARBORWELL INC

Classification(s) C27 C61/D49

Expiration Date 08/31/2011

The Bay Area's Sweeping and Pressure Washing Experts

- Home
- Sweeping Services
- Pressure Washing
- Commercial Cleaning
- Residential Cleaning
- Construction Sites

- Log in
- Subscribe RSS Feed

Established in 1993 – Celebrating 15 Years in Business!

CleanSweep Services Inc., a locally owned and operated company based in Santa Clara County, has been serving the greater Bay Area since 1993. We specialize in exterior cleaning services, specifically pressure washing / steam cleaning, parking lot sweeping and street sweeping. Our current customer base consists of over 150 monthly commercial, industrial and residential customers. We are committed to providing the highest level of service, in a prompt and professional manner. Our mission is to offer the most competitive pricing with the highest quality of service. We build long-term, business relationships based on honesty and integrity.

Street Sweeping and Parking Lot Sweeping Services

CleanSweep provides a complete parking lot or street sweeping maintenance program. Options include multiple trucks, one time visits, daily, weekly or monthly visits. All sweeping is done with well maintained, air vacuum trucks or mechanical broom trucks.

Pressure Washing / Power Washing Services

CleanSweep provides complete exterior cleaning of your property by pressure washing with hot water to remove dirt, grime, gum, oil, grease, organic growth and other surface debris from all your hardscapes or building exteriors.

The Bay Area's Sweeping and Pressure Washing Experts

- Home
- Sweeping Services
- Pressure Washing
- Commercial Cleaning
- Residential Cleaning
- Construction Sites

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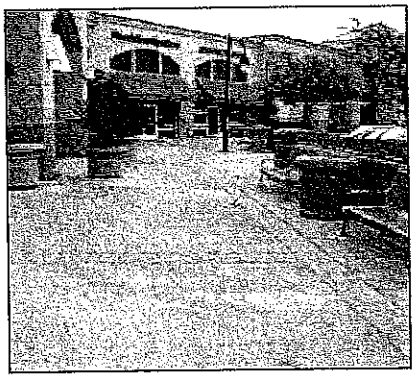
Commercial & Industrial Cleaning – Shopping Centers, Office Buildings

CleanSweep Services, Inc. has all truck or trailer mounted, commercial grade pressure washing / steam cleaning equipment. All washers are capable of producing 3,500 psi and 200 degree temperature water. This is the most effective way to clean your buildings exterior surfaces of dirt, grime, gum, oil, grease, food and drink stains, organic growth and other surface debris. All crews are trained and understand the importance of the storm water management program. We have the ability to block the storm drains and pump the waste water into the appropriate sanitary outlet which will protect the property owners and managers from storm water violations.

CleanSweep specializes in the cleaning of:

- Sidewalks and entryways washing
- Outdoor patio / eating areas washing
- Building exteriors washing
- Parking garage washing
- Dumpster area washing
- Graffiti removal



Commercial Cleaning – Shopping Centers, Office Buildings

CleanSweep washes or sweeps heavy traffic areas from as often as once per week to once per year. All your sidewalks, storefronts, outside patios and dumpster areas can be cleaned at night, early in the morning, or on the weekend to minimize the inconvenience to you and your customers.

Residential Cleaning – Homes, Apartments, HOAs

CleanSweep can provide a complete exterior cleaning of your property by washing the dirt, grime, organic growth and other surface debris from the hardscape and building exterior. Remove oil spots on driveway, moss on walkways and patios and dust and spider webs on the building exterior walls.

Construction Sweeping and Washing Services

CleanSweep provides a complete solution to your sweeping or washing needs at construction sites. This includes heavy duty, mechanical, broom sweeper trucks, equipment with high dumps and water for dust suppression. The broom sweepers are designed to remove dirt, rock, gravel, sand and other heavy debris. We can also provide mobile washing trucks to wash equipment or areas during or after the construction process.

Testimonials

"I am extremely happy and uniquely satisfied at the attention given to customer service. In comparison to other contractors it's a "CleanSweep". Facilities at a south bay hospital

"We have been using CleanSweep's services for years – and are always very happy with the fast service and the great work they do. They remove stains from concrete and brick surfaces you would not expect would come out. CleanSweep is fast, efficient and friendly". David Bergman, David Bergman Real Estate Group.

"We changed our vendor of 16 years to CleanSweep; who provides what is rarely found in business these days called – pride of work, customer service and customer satisfaction". Menlo Management Co.

"Thank you Eric. Rafael (employee since 2001) did a great job". S.M – Los Gatos, CA

The above are current customers of CleanSweep Services, we have and continue to provide a regular service to the customers listed above.

Tags: Testimonials

Monday, February 23rd, 2009 Testimonials No Comments

Mike-
We have been in business since 1993. Our website provides more information and allow you to use what you need. www.cleansweep-inc.com

As mentioned before, we did the bathroom cleaning for the City of San Jose, parking garages. This work was done 7 days per week on one garage and 5 days per week on the other garage. My main contact with the city has left, but we also worked with Central Parking, they managed our work and actually paid for our services.

My contact with Mike Sun, Central Parking, 408/794-1092.

Our business lic. # 11-00081, exp 07/31/2011.

I can also provide a cert. of insurance.

Please let me know if you need more information.

Eric

Eric Leonard
CleanSweep Services, Inc.
408/867-5911 (office)
408/857-0341 (cell)
www.cleansweep-inc.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cornerstone Associates Insurance Services, Inc
521 G Street
Lincoln CA 95648

CONTACT NAME: Cindy Gray
PHONE (A/C, No, Ext): (916) 645-3333 FAX (A/C, No): (916) 645-8226
E-MAIL ADDRESS: cgray@cornerstoneinsurance.net
PRODUCER CUSTOMER ID #: 00003034

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: California Capital Ins. Co.	13544
INSURER B: Markel Insurance Company	38970
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CleanSweep Services, Inc.
PO Box 906
Saratoga CA 95071-0906

COVERAGES CERTIFICATE NUMBER: 2011-2012 GL/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			2-SSA-3-1317988	01/01/2011	01/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WSI0037361-01	01/01/2011	01/01/2012	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate is provided as proof of insurance referenced herein.

CERTIFICATE HOLDER

Eric Leonard
dba: Clean Sweep Services
P.O. Box 906
Saratoga, CA 95071

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
S Sanderson/STEVEN

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16170 Vineyard Blvd Suite #150
Morgan Hill, CA 95037
(800) 292-9845 - Phone
(408) 776-1891 -Fax
Email Address: animaldm@yahoo.com

March 9, 2011
Attn: Mike Farrell

Thank you for allowing us the opportunity to acquaint you with our services and qualifications. We know you'll be pleased to have the largest and most qualified Company in Northern California solving your Animal or Pest Damage Management Problems, in a humane and environmentally responsible manner.

SERVICES AVAILABLE:

Our company specializes exclusively in animal pest problems that are disturbing to individuals or damaging to turf, landscaping, stored products, crops, pets, utilities, structures; or ones that carry disease. Some of the most common critter issues are: (1x service and monthly services).

- Gopher Control
- Mole Control
- Ground Squirrels
- Vole Control
- Mice & Rat
- Attic Inspections
- Birds, Pigeons, Bats etc.
- Large animals such as Raccoons, Opossums, Skunks, Rabbits, Feral Cats, etc.
- Exclusion Work
- Clean up and sanitation

Some of our more unique services offered are:

- The trapping and removal or relocation of nuisance animals and birds
- Design and installation of rodent, animal and bird exclusion methods, as well as repelling devices for buildings or landscaped areas.
- Feral Pig Trapping and removal
- Snake removal
- Dead Animal removal
- Wasp/Bee nest removal

METHODS USED:

Carefully selected integrated pest management methods are chosen for each individual project emphasizing human and non-target animal safety and humane treatment, efficiency, proper timing and economics.

A variety of methods are used including Exclusion Barriers, Live Trapping and removal, Toxic Bait Placement, Burrow Fumigation, Shooting, Netting, and Habitat Modification. All decisions are based on knowledge of the pests' biology, breeding activity and food preferences, which vary throughout the year. Due to our high level of experience and education qualifications, we are able to guarantee at least 90 % reduction with most pest problems. All work is performed in accordance with applicable Federal, State, County, and local laws and regulations.

OUR QUALIFICATIONS:

Our Company is owned and operated by University graduates who majored in Biology or Pest Management with emphasis in Animal Damage Management. We have many employees with the same degrees and all of our field technicians are State Licensed or Certified Qualified Pesticide Applicators. We have over 20 Technical personnel on staff and have one of U.S leading authorities on Animal Damage Management retained as a consultant to oversee Training, Safety, Environmental evaluations and Quality Control and to assist with special pest problems.

CUSTOMERS:

Although we provide services for homeowners, the vast majority of services are provided to

- Over 200 Homeowner Associations, with a combined area of over 12,000 acres
- More than 20 golf courses with a combined area of over 3,000 acres.
- A variety of Governmental agencies; Federal, State, County, and many municipalities, including Parks, Highways, and Utility right-of-ways, Public Schools, Water districts, Ports, and Institutional Grounds and Buildings, Private Industry; Landscapes, Nurseries, Warehouses, Hospitals, Office Complexes, etc.

Quality Control:

A private consultant provides quality control and oversees our in house program performed by our area managers and supervisors who provide mandatory scheduled site inspections. Another important part of The program is customer feed back, which is encouraged and recorded. We are committed to making customer satisfaction our top priority, which has resulted in our rapid growth. Results of a recent customer survey indicated a high rating for both qualities of work performance and customer relations.

These are the Counties we service:
Monterey, San Benito, Santa Clara, Santa Cruz, San Mateo, San Francisco, Stanislaus, San Joaquin, Alameda, Contra Costa, Sacramento, Solano, Yolo, Placer, Merced, Napa, Sonoma.

Please call for any questions you may have (408) 776-0080

We look forward to hearing from you soon regarding this matter.

Sincerely,
Stan Uhl
Stan Uhl
President
Animal Damage Management, Inc

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALFORNIA 95814

ISSUED January 01, 2011
EXPIRES December 31, 2012

PEST CONTROL BUSINESS MAIN LICENSE

LICENSE NO. 30004
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

ANIMAL DAMAGE MANAGEMENT, INC.
16170 VINEYARD BLVD #150
MORGAN HILL, CA 95037

Business Location

ANIMAL DAMAGE MANAGEMENT, INC.
16170 VINEYARD BLVD #150
MORGAN HILL, CA 95037

Mary-Ann Warmerdam, Director

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABL – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

VOID

TERRACARE
ASSOCIATES

Terracare Associates California Integrated Pest Management Program

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Acronyms and Abbreviations

BASMAA	Bay Area Stormwater Management Agencies Association
BMP	Best Management Practice
CCCWP	Contra Costa Clean Water Program
EPA	Environmental Protection Agency
IPM	Integrated Pest Management
MRP	Municipal Regional Permit
NPDES	National Pollutant Discharge Elimination System
SOP	Standard Operating Procedures
MSDS	Material Safety Data Sheet

Section 1. Introduction

Integrated Pest Management (IPM) is a problem-solving approach to landscape management designed to prevent and control undesirable weeds, insects, and rodents in an environmentally sensitive manner that will reduce and/or eliminate the use of pesticides. This IPM Program is a planning document to outline an IPM Program for Terracare Associates that will reduce and/or eliminate the use of pesticides and insure compliance with all state and local stormwater related pollution prevention laws in regards to pesticide use.

1.1. IPM PROGRAM PURPOSE

The purpose of this IPM Program is to plan and outline an IPM Program that will manage pests and vegetation on public lands, rights-of-ways, and bodies of water in an environmentally sensitive manner while addressing public health, safety, economic, legal, and aesthetic requirements. The primary purpose of this IPM Program is to provide guidelines for pest management to follow which adhere to stormwater regulations, which reduces pesticide use and in turn reduces pollution associated with pesticide run-off. This IPM Program applies to Terracare Associates and Sub-Contractors operations. This IPM Program, however, will suggest Best Management Practices (BMPs) encouraging IPM methods for Terracare Associates maintained landscapes.

1.2. IPM MISSION STATEMENT

The mission of this IPM Program is to promote the combined use of physical, cultural, biological and chemical control methods to effectively manage pests with minimal to no risk to humans and the environment.

1.3. IPM GOALS

The long-term goals of this IPM Program are to promote the health, safety, quality, and sustainability of landscapes, by managing pests without the risk to humans and the environment from use of pesticides. The long-term goals will be reached if this IPM Program document is followed. This IPM Program will:

1. Reduce use of toxic pesticides through common sense principles of IPM to the point of no pesticide use, whenever possible and practical;
2. Provide healthy, high-quality and sustainable landscapes;
3. Prevent the contamination of soil, air, and water and protect people (especially children and other vulnerable populations), animals and beneficial plants and insects from toxic exposure;
4. Provide a model of responsible stewardship of environmental and community resources; and
5. Help create public awareness and education of IPM techniques.

1.4. MAIN COMPONENTS OF AN IPM PROGRAM

An IPM Program is a problem-solving method for landscape management designed to prevent and control undesirable weeds, insects, and rodents. The main components of an IPM Program are listed in Table 1.

Table 1. Main Components of an IPM Program

IPM Goal:	To control pest problems.
IPM Policy	An IPM Program must have a written policy dictating company's plan for implementing their IPM Program.
IPM Implementation:	Establishing the density of the pest population (that may be set at zero) that can be tolerated or correlated with a damage level sufficient to warrant treatment of the problem based on health, public safety, economic, or aesthetic thresholds. Treating pest problems to reduce populations below those levels established by damage thresholds using strategies that may include biological, cultural, mechanical, and chemical control methods and that must consider human health, ecological impact, feasibility, and cost-effectiveness.
IPM Monitoring	Establishing a baseline within a jurisdiction of present pests and pest damage. Evaluating the effects and efficacy of pest treatments.
IPM Training	Terracare Associates shall provide appropriate training for its employees on this IPM Program.
IPM Policy Review and Coordination	Terracare Associates may establish an internal IPM committee to develop the IPM Program and to monitor its implementation. The IPM committee may include representatives from each Branch responsible for pest or vegetation management. The IPM committee may meet periodically to evaluate progress and experiences in implementing **Terracare Associates** IPM Program, as well as suggest revisions to the IPM Program.

1.5. IPM POLICY

An IPM policy is a written document that serves as a guideline for companies to use as a strategy to implement their IPM Program. Terracare Associates IPM Policy has been written and reviewed by the appropriate company authorities, approved by company representatives who are responsible for implementing the main components of the IPM Program.

1.6. ROLES AND RESPONSIBILITIES

In order to establish an effective IPM Program, individual tasks will be delegated to company representatives who are responsible for implementing the main components of an IPM Program. The following are the designated roles for company managers to delegate the IPM Program: President; Executive Vice-President; Vice-President; Operations Manager; Branch Manager.

IPM Coordinator: Bill Horn, V.P.

The duties for each designated role are as follows:

The IPM Coordinator shall be responsible for:

1. Ensuring that company procedures, budget and staffing decisions support implementation of the IPM Program;
2. Providing training to ground management staff in the requirements of the IPM Program;
3. Designating managers to ensure products used by the company meet the standards outlined in the IPM Program and represent the company on the IPM Committee; and,
4. At least annually and in conjunction with the IPM Committee, report to the IPM Coordinator on the company's implementation of the IPM Program as appropriate.

The IPM Committee is responsible for:

1. Meeting on a regular basis to review and discuss pest management practices;
2. Developing, adopting and periodically reviewing the Tiered Product List (outlined in Section 2 of this IPM Program);
3. Reviewing, approving and denying exemptions to the Phased-out Pesticide approved list (outlined in Section 2 of this IPM Program);

4. Reviewing emergency pest control decisions;
5. Investigating low-risk/least hazardous alternatives to conventional treatments;
6. Assisting managers in implementing the IPM Program by developing educational information for staff about IPM plans and programs; and,
7. Conducting an annual review of the written IPM Program and recommending appropriate revisions to ensure the program meets the intended purpose and goals of IPM.

The individual IPM Committee members will be comprised of representatives from the company Branch locations.

The IPM Committee will meet on a set regular schedule. If the IPM Committee is disbanded or becomes inactive at any time during this program implementation, the responsibilities of the IPM Committee will be assigned to its successor, if any, or to the discretion of the IPM Coordinator. The IPM Committee's role is supportive of the IPM Coordinator(s).

The IPM Coordinator shall be responsible for:

1. Coordinating efforts to adopt IPM techniques;
2. Communicating with all staff on the goals and guidelines of the IPM Program;
3. Coordinating training programs for staff;
4. Facilitating meetings with the IPM Committee;
5. Tracking all pesticide use and ensuring that the information is available to the State Department of Pesticide Regulation and company employees;
6. Preparing the IPM Annual Report;
7. Coordinating with other Branches that are practicing IPM.

The Annual Report should, at a minimum:

1. Identify the types of pest problems that the company has encountered;
2. Identify the types and quantities of pesticides used by the company;
3. Identify the alternatives currently used for phased out pesticides;
4. Identify the alternatives proposed for adoption within the next 12 months;
5. Identity the exemptions currently in place and granted during the past year;
6. Identify planned changes to pest management practices; and,
7. Evaluate the effectiveness of any changes in practices implemented.

1.7. DEFINITIONS

Contract: is a binding written agreement requiring the services of an outside provider for any pest control related services.

Contractor: is a person, firm, corporation or other entity, including a governmental entity that enters into a contract with the company.

Emergency: is a pest outbreak that poses an immediate threat to public health or significant economic or environmental damage.

Exemption: is a process by which materials, not on the tiered product list, can temporarily be used, but only after all alternatives have been reviewed, evaluated, and/or implemented and only after the IPM Advisory Committee and/or the IPM Coordinator has authorized the use of the pesticide for the specific purpose. The application for an exemption shall be filed on a form specified by the IPM Advisory Committee and signed by the IPM Coordinator. The decision to approve an exemption will be based upon an evaluation of the failure of alternatives, and taking into consideration public health, environmental and financial risks.

Hazardous Material: is a chemical or mixture that may pose a physical hazard, health hazard, or environmental hazard and that is regulated under the law to control its harmful effects. This definition is not intended to be rigid or legalistic because all materials regulated in this manner merit special attention and consideration under this program.

Integrated Pest Management: is a coordinated decision-making and action process that uses the most appropriate pest control methods and strategy in an environmentally and economically sound manner to meet company and client pest management objectives. IPM is also an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

IPM Committee: the IPM Committee is responsible for guiding the company-wide implementation of the approved IPM Program. The IPM Committee shall consist of representatives from the company (as deemed appropriate by each Branch involved in the IPM strategy implementation.) The IPM Committee will have a set schedule for regular committee meetings throughout the year.

IPM Coordinator: is a designated individual that facilitates the IPM Program within the company and oversees the application of pesticides or contract pesticide applicators. The IPM Coordinator may appoint a person to coordinate these activities on a company-wide basis to serve as the primary point of contact. The IPM Coordinator shall be trained in the principles of low-risk IPM, safe application of pesticides and alternatives to pesticide use.

IPM Policy: is a written document that serves as a guideline for the company to use as a strategy to implement its IPM Program.

IPM Program: is a coordinated pest management approach that implements an IPM policy, management plans specific to types of sites or pests, training requirements, record keeping and evaluation practices.

Landscapes: are grounds that are actively managed such as parks, plantings lawns around public buildings, right-of-ways, watersheds, and open spaces.

Pest: is any insect, rodent, nematode, snail, weed, fungus or other form of plant or animal life that adversely interferes with the aesthetic, health, safety, environmental or economic goals of a jurisdiction. Pests shall not include viruses or microorganisms on or in a living person or animal, but shall include plant diseases.

Pesticides: are chemical agents registered as pesticides by the California Food and Agricultural Code, Section 12753 of Chapter 2 of Division 7, which can be an herbicide, insecticide, fungicide or other chemical that repels, changes the regular growth rate of, kills, or otherwise reduces levels of a targeted pest or pests.

Pesticide Free Zones: a site or area within a site designated as a "Pesticide Free Zone" in order to further reduce and eliminate pesticide use in areas of higher public exposure or areas with high environmental sensitivity. Any pesticide use deemed necessary for the protection of public areas, public safety, and the environment in these zones will only be authorized through the exemption process.

Sustainable Installation and Maintenance: principles, materials, and techniques that conserve natural resources and improve environmental quality throughout the life cycle of the landscape and its surrounding environment. Sustainable installation of landscapes incorporate methods that reduce the potential for pest problems from the start and with long-term maintenance needs in mind.

Toxicity Category I Pesticide Product: any pesticide product that meets U.S. EPA criteria for Toxicity Category I under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

Toxicity Category II Pesticide Product: any pesticide product that meets U.S. EPA criteria for Toxicity Category II under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

Section 2. Implementation Practices

Section 2 reviews the specific practices to be followed for pesticide selection and approval, choosing a pesticide applicator/service, and appropriate pesticide application practices such as education and training for applicators, notification of applying a pesticide, record keeping and outreach to the public.

2.1. PESTICIDE SELECTION AND APPROVAL

The IPM Coordinator(s) will make product recommendations based on a tiered risk assessment of pesticides. The IPM Coordinator will develop this tiered risk assessment of pesticides. A prioritized list of products will be developed to identify products that may be targeted for future phase-out based on review of the product's contents, precautions, need for the product, and adverse health and environmental effects. The list shall be submitted as part of the annual report. The list may be used if determined appropriate by the IPM Coordinator(s) in compliance with the emergency exemption process (see Section 2.1.d).

Criteria for developing the product list shall be based on acute and chronic toxicity of products and chemicals known to cause cancer and known to cause reproductive toxicity. Environmental impacts of the products shall also be considered.

Products on the Tiered Product List will be divided into three classifications:

- Approved Use
- Limited Use
- Banned Use

If the use of a material that is not on the Approved Use or Limited Use tier list is deemed necessary, the IPM Coordinator may apply for an emergency exemption (see Section 2.1.d).

a. Approved Use Products

The first tier classification of pesticides is the Approved Use Product tier. These pesticides have been approved for use by the IPM Coordinator(s) along with any restrictions for such use. The Approved Use Products list shall include but are not limited to:

- Insecticides, rodenticide baits and traps
- Borates, silicates, and diatomaceous earth
- Soap-based products
- Natural products on the FIFRA's 23(b) list (40 DFR part 152.25 (g)(1))[1]
- Natural products on the California Certified Organic Farmers' organic list
- EPA GRAS-generally recognized as safe products pursuant to Federal EPA
- Biological controls such as parasites and predators
- Physical barriers
- Roundup
- Sluggo
- Pheromones and attractants for traps

[1] In 1996, EPA exempted certain minimum risk pesticides from FIFRA requirements if they satisfy certain conditions. EPA exempted the products described in 40 CFR section 152.25(g) in part to reduce the cost and regulatory burdens on businesses as well as the public for pesticides posing little or no risk, and to focus EPA's limited resources on pesticides which pose greater risk to humans and the environment. This exemption provision is located in section 152.25(g) of Title 40 of the Code of Federal Regulations.

b. Limited Use Products

The **IPM Coordinator** may grant a recommendation that particular pesticides not classified as the Approved Use be approved for a specific purpose. Limited use products may not be a pesticide on the Banned Use Product. The IPM Committee may grant a limited use exemption upon a finding that the requestor has:

1. Identified a compelling need to use the pesticide.
2. Made a good faith effort to find alternatives to the particular pesticide.
3. Demonstrated that effective, economic alternatives to the particular pesticide do not exist for the particular use.
4. Developed a reasonable plan for investigating alternatives to the pesticide in question during the exemption period.

c. Banned Use Products

The following high health-risk pest management products are completely banned from use in California:

1. Pesticides linked to cancer (US EPA Class A, B and C carcinogens and chemicals known to the State of California to cause cancer under Proposition 65).
2. Pesticides that cause birth defects, reproductive, or development harm (identified by the US EPA or known to the State of California under Proposition 65 as reproductive or development toxins).
3. Pesticides classified as Toxicity Category I pesticide products by the US EPA, carbonate, and organophosphate pesticides.
4. Foggers, bombs, fumigants, or sprays that contain pesticides identified by the State of California as potentially hazardous to human health (CFR 6198.5).
5. Pesticides that interfere with human hormones.

d. Emergency Exemption

A Branch Manager may apply to the IPM Coordinator for an emergency exemption to use a phased out product in the event that an emergency pest outbreak poses an immediate threat to public health or significant economic damage will result from failure to use a pesticide. The IPM Coordinator will have a list of products phased out from prior use based on their product tier system. An application for an exemption shall be filed using the material exception request application form. Appendix "B" to this document provides an example Material Exception Request for Pesticide Application Form.

The IPM Coordinator shall respond to the application in a timely manner. If the requesting department is unable to reach the IPM Coordinator, the branch manager may authorize the one-time emergency use of the required pesticide. The IPM Coordinator must notify the IPM Committee of the determination to use the pesticide prior to its application in the event that the Branch Manager is unable to make the request to the IPM Coordinator.

The IPM Committee will review the circumstances of the emergency permit issued by the IPM Coordinator. The IPM Coordinator may impose additional conditions for emergency applications such as limited use around sensitive areas housing people, wildlife habitat, and waters of the State. All pesticide applications will abide by State and Federal application law.

Establishing "Pesticide Free Zones" - A site or area within a site that is designated as a "Pesticide Free Zone" in order to further reduce and eliminate pesticide use in areas of higher public exposure or areas with high environmental sensitivity. Any pesticide use deemed necessary for the protection of public areas, public safety, and environment in these zones will only be authorized through the exemption process.

The company will base decisions to add to the list of Pesticide Free Zones upon monitoring the effectiveness of alternatives and other factors. It is the intention over time to expand these zones as time and resources allow.

2.2. PESTICIDE APPLICATOR/IPM PROVIDER SELECTION AND APPROVAL

The company will implement a process to ensure that any sub-contractor employed to conduct pest control and pesticide application on a company maintained property engages in pest control methods consistent with this IPM program. Sub-contractors will be required to follow the company's IPM policy, SOPs, and BMPs; provide evidence to the company of having received training on current IPM techniques when feasible; and, provide documentation of pesticide use on a property to the company in a timely manner. In the process of hiring a sub-contractor for IPM the sub-contractor may be required to provide a statement of qualifications for IPM services. In addition, the sub-contractor shall submit to the company an IPM implementation plan that includes:

- Types and estimated quantities of pesticides that the sub-contractor may need to apply to during it's the contracted work;
- Outline actions the sub-contractor will take to meet the IPM program to the maximum extent practicable; and
- Identify the primary IPM contact for the company.

The company shall require IPM certification from an approved IPM program such as Ecowise, Bay Friendly, or another program approved by the company. In addition, the sub-contractor will sign a contract for pesticide application services that includes the IPM implementation plan detailed above that has been approved by the company and sub-contractor prior to start of application services.

A sub-contractor, or manager on behalf of a contractor, may apply for any material application exemption authorized under the exemptions section 2.1.d of this IPM program.

2.3. IPM APPLICATION

Only persons specifically appointed by the IPM Coordinator as Pesticide Applicators will be permitted to use pesticides on company maintained landscapes. Use of pesticides by Pesticide Applicators is limited to Approved Use and Limited Use Products. Pesticide Applicators must follow regulations and label precautions.

Pesticide Applicators and company employees that could potentially be exposed to pesticides will receive IPM training and hazardous materials training for the safe use of pesticides and other grounds maintenance hazardous materials in their workplace by their supervisor or designee. As the company's IPM Program is updated and its objectives reviewed, the program staff will be trained accordingly to understand the program's periodic changes. Education will include formal classroom training, on-site and informal meetings for those employees responsible for providing pest control at least once per year. No pesticides may be used at company maintained facilities except in accordance with this IPM Program.

The company does not have the authority to regulate the use of pesticides by school districts; however, the California Healthy Schools Act of 2000 (AB 2260) has imposed requirements on California school districts regarding pesticide use in schools. Posting of notification prior to the application of pesticides is now required, and IPM is stated as the preferred approach to pest management in schools.

2.4. EDUCATION AND TRAINING

Increasing knowledge of company staff and sub-contractors who design and maintain landscapes is critical to the success of this IPM Program and a requirement of the MRP. Consequently, providing ongoing training and educational opportunities to company staff and sub-contractors regarding landscape IPM concepts, practices and products will be a priority.

The Federal Pesticide, Fungicide, and Rodenticide Act and California Title 3, Division 6, Pesticides and Pest Control Operations place strict controls over pesticide application

and handling and specify training, annual refresher, and testing requirements. The regulations generally cover; a list of approved pesticides and selected uses that are updated regularly; general application information; equipment use and maintenance procedures; and record keeping. The California Department of Pesticide Regulation and the County Agricultural Commissioner coordinate and maintain the licensing and certification programs. All company employees who apply pesticides and herbicides in "agricultural use" areas such as parks, rights-of-way and recreation areas should be properly certified in accordance with state regulations.

All staff associated with planning, construction and maintenance of landscapes shall receive an orientation to this IPM Program and their roles and responsibilities in implementing it in a written or verbal format.

All company employees who handle pesticides should be familiar with the most recent material safety data sheet (MSDS) files.

The IPM Coordinator will be responsible for coordinating training events for all pesticide applicators and company staff involved with landscape maintenance. IPM training may be coordinated through the Contra Costa Clean Water Program or through regional efforts with Bay Area Stormwater Agencies Association (BASMAA) members. The IPM Coordinator may invite speakers and arrange for other educational opportunities to assist in implementing the IPM program each year. The IPM Coordinator shall inform employees on department policies and procedures relevant to this IPM Program and keep staff current with best landscape-management practices and technologies that utilize IPM. Employees shall also be involved in identifying and implementing strategies to minimize the use of pesticides and in evaluating replacements to chemicals targeted for phase-out.

All personnel involved in pest management activities shall receive training on:

- Orientation to the IPM Program;

- Identification and lifecycles of typical northern California pests, weeds and beneficial insects; threshold levels for different types of landscapes; monitoring techniques; and strategies for successful management of these pests;
- Noxious weed identification, control and regulations;
- Pesticide laws and safety;
- Specific best management practices as appropriate.

Training will be provided by company staff, IPM consultants, IPM technical advisors and invited guest speakers. The IPM Coordinator, with assistance from any existing IPM Committee, will schedule training. Training and educational opportunities, both formal and informal, will also occur at landscape staff meetings. Managers and supervisors are not only expected to participate in the training, but to fully support involvement of their staff and sub-contractors in the training.

2.5. NOTIFICATION OF PESTICIDE APPLICATIONS

Any Branch that uses any pesticide shall comply with the following notification procedures if required by California State Law.

1. Signs shall be posted at least two (2) working days before application of the pesticide product and remain posted at least two (2) working days after application of the pesticide.
2. Signs shall be posted at every entry point where the pesticide is applied if it is applied in an enclosed area; and in highly visible locations, signs will be posted around the perimeter of the area where the pesticide is applied.
3. Signs shall be of standard design that is easily recognizable to the public and company employees.
4. Signs shall contain the name and active ingredient of the pesticide product, target pest, the date of pesticide use, the toxicity category of the pesticide

project, the name and contact number for the department responsible for the application.

5. Individual copies of posted signs shall be retained for record keeping purposes for one year.

Signs are not required in right-of-way location where public use and potential exposure is limited.

The IPM Coordinator may authorize the application of a pesticide without providing a two-day advance notification in the event of a public health emergency or to comply with worker safety requirements.

The IPM Coordinator may grant exemptions to the notification requirements for one-time pesticide uses and may authorize permanent changes in the way company Branches notify the public about pesticide use in specific circumstances (refer to Section 2.1.d for procedure). Upon finding, that good cause exists to allow an exemption pursuant to this clause, the Branch requesting the exemption shall identify specific situations in which it is not possible to comply with the notification requirements and propose alternative notification procedures. The IPM Coordinator shall review and approve the alternative notification procedure.

Pesticide use information shall be made available to staff and the public upon request. Each Branch shall maintain a list of all materials applied on a site-specific basis. The list shall be available at each Branch's main office or made available to the public upon request.

2.6. RECORD KEEPING/PROGRAM REVIEW

Annually the IPM Coordinator will gather information for the IPM Annual Report. Each user will submit a summary of the previous year's pilot projects, a timeline for implementing pilot project recommendation and viable changes at other sites, and plans for any new pilot projects including changes that can be implemented in the next fiscal

year. Pilot projects will be used to evaluate pesticide use, IPM Program costs and cost savings.

Each Branch that uses pesticides shall keep records of all pest management activities. Each record shall include the following information:

- Target pest,
- Type and quantity of pesticide used,
- Specific location of the pesticide application,
- Date of pesticide application,
- Application equipment used,
- Prevention and other non-chemical methods of control used,
- Experimental efforts, if any;
- Exemptions granted for that application.

Each Branch that uses pesticides shall maintain a pest management record. Pest management records shall be made readily available to the public upon request.

2.7. OUTREACH TO THE PUBLIC

Efforts will be made to educate the public about reduced risk pest management goals and practices implemented under the IPM Program in the most effective manner given time and budget constraints. Various venues may be utilized for public education and information including:

- Website
- Articles in publications (newspaper and newsletters)
- Press release (as appropriate)
- IPM Program outreach campaign

The MRP requirements for public outreach include point of purchase outreach (outreach to consumers at the point of purchase), outreach to persons who use or contract for landscape pest control, and outreach to pest control operators and landscapers. These outreach activities can be coordinated through the Contra Costa Clean Water Program and other members of BASMAA.

2.8. PRECAUTIONARY PRINCIPLE

It is the policy of the company to adopt, properly implement and practice low risk/least hazardous IPM with the goal of immediately minimizing the risk of pesticide exposure to staff, the environment and the public.

This IPM Program is based on what is referred to as the "Precautionary Principle" of pest management. The guiding principles in this program are based on the following:

1. No pesticide is free from risk or threat to human health.
2. All reasonable alternative measures of pest management have been attempted and have been demonstrated to be unsuccessful.
3. Pesticides suspected of being in conflict with the mission and goals of this IPM Program shall not be used without exemption, or until it is determined that a specific product is safe for use around sensitive individuals (i.e. children, elderly asthmatics, etc.)

The Precautionary Principle should guide decision-making processes when it comes to the health and safety of company staff and the public. All aspects of the IPM Program will be in accordance with Federal and State laws and regulations.

Section 3. IPM Practices

Section 3 discusses the three main types of managerial areas concerned with IPM, their definition, common pest concerns involved, and suggested management strategies for IPM implementation. In order to design an IPM Program that will be implemented, specific IPM practices or BMPs need to be discussed. The BMPs discussed in this section are in no way comprehensive for the entire discipline of IPM. In addition, this IPM Program is a working document and will be modified as more pest information and technologies become available. This IPM Program provides a list of resources in Appendix "A" that list IPM BMPs for an IPM Program. Appendix "A" will be reviewed by the company to provide a list of IPM BMPs to begin to implement an IPM Program. In the event that stormwater regulation is updated and/or IPM practices are updated from practical experience, this document will be updated accordingly.

3.1. LANDSCAPE IPM

Landscape maintenance includes the management of pests in and around medians, rights of ways, public works, parks, open space and aquatic areas. Landscape maintenance activities include vegetation removal; herbicide and insecticide application; fertilizer application; watering; and other lawn and landscape care practices. Vegetation control typically involves a combination of chemical (herbicide) application and mechanical methods. All of these maintenance practices have the potential to contribute pollutants to the storm drain system.

The common pest concerns for landscape and turf include noxious weeds, rodents, ground squirrels, and other invasive animals that destroy the welfare of the landscape plants.

The major objectives of this BMP are to minimize the discharge of pesticides, herbicides, and fertilizers to the storm drain system and receiving waters; prevent the disposal of landscape waste into the storm drain system by collecting and properly disposing of clippings and cuttings, and educating employees and the public.

Many of the IPM protocols for turf and landscape management include:

- Protection of the storm drain system from contaminated runoff;
- Proper disposal of removed vegetation;
- Smart irrigation management to control runoff from overwatering;
- Manual weeding rather than use of chemicals/herbicides;
- Manual removal of pests of vegetation (i.e. birds and insects);
- Composting and mulching practices;
- Alternative landscaping other than turf;
- Alternative fertilization practices and products;
- Erosion control;
- Planting of native, drought resistant plants;
- Reducing pesticide/herbicide/insecticide use;
- Removal and replacement of plants laden with bacteria, parasites, and fungi;
- Prevention practices to ward off pests from landscaped areas;
- Promoting beneficial organisms to feed on pests;
- Understanding of current pests problems that exist rather than relying on a preventative schedule of applying chemicals;
- Testing of soils for proper additive application;
- Education of employees on IPM methods and inspection of contracted employees for IPM practices; and,
- Documentation and monitoring of all pesticide use.

3.2. INSTALLATION AND DEVELOPMENT IPM

Installation and development management includes landscape installation or renovation of existing landscapes. Poorly planned landscape designs may require intensive maintenance and greater reliance on pesticides for pest control than landscapes created with IPM design specifications.

Branches participating in public or private projects that include the installation of new landscapes or renovation of existing landscapes shall install the project consistent with IPM plans to ensure that, where possible, the company considers IPM measures.

In planning and installing landscapes, site objectives shall include future management and maintenance practices that protect and enhance the natural ecosystem. The installation should take into account parameters that will enhance the intended use of land and minimize pest problems; such as, types of uses, soil conditions, grading and slope, water table, drainage, proximity to sensitive areas, selection of vegetation and vector control issues. Priority shall be given to IPM strategies when installing new and renovating existing landscape areas.

Section 4. References

King County Stormwater Pollution Control Manual. Best Management Practices for Businesses. 1995. King County Surface Water Management. July. On-line: http://dnr.metroke.gov/wlr/dss/spcm.htm

Los Angeles County Stormwater Quality Model Programs. Public Agency Activities: http://ladpw.org/wbmd/npdes/model_links.cfm

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July. 1998.

Orange County Stormwater Program:

http://www.ocwatersheds.com/StormWater/swp_introduction.asp

Santa Clara Valley Urban Runoff Pollution Prevention Program. 1997 Urban Runoff Management Plan. September 1997, updated 2000.

United States Environmental Protection Agency (USEPA). 2002. Pollution Prevention/Good Housekeeping for Municipal Operations Landscaping and Lawn Care. Office of Water. Office of Wastewater Management. On-line:

http://www.epa.gov/npdes/menuofbmps/poll_8.htm

California's Nonpoint Source Program Plan: http://www.swrcb.ca.gov/nps/index.html

King's County: ftp://dnr.metrokc.gov/elr/dss/spcm/Chapter%203.pdf

Orange County Stormwater Program:

http://www.ocwatersheds.com/StormWater/smp_introduction.asp

Mobile Cleaners Pilot Program: Final Report. 1997. Bay Area Stormwater Management Agencies Association (BASMAA): http://www.basmaa.org/

Pollution from Surface Cleaning Folder. 1996. Bay Area Stormwater Management Agencies Association (BASMAA): http://www.basmaa.org/

San Diego Stormwater Co-permittees Jurisdictional Urban Runoff Management Program (URMP):
http://www.projectcleanwater.org/pdf/Model%20Program%20Municipal%20Facilities.pdf

Appendix A. Resources

City of Brentwood Integrated Pest Management Program

www.ci.brentwood.ca.us/

www.stopwaste.org or 510-444-SOIL

UCCE Cooperative Extension Alameda 1131 Harbor Bay Parkway, Suite 131 Alameda CA 94502

Alameda County Master Gardener Program 510-639-1275 http://acmg.ucdavis.edu

Useful Gardening Websites:

Pests, Diseases, and Weeds:

www.ipm.ucdavis.edu

UC Guide to Healthy Lawns:

www.imp.usdavis.edu/tools/turf

UC Home Orchard Information:

http://homeorchard.ucdavis.edu/

UC Vegetable and Research Information:

http://vric.ucdavis.edu/

Pests of Landscape Trees and Shrubs

http://www.ipm.ucdavis.edu/IPMPROJECT

CERTIFICATIONS / LICENSES / MEMBERSHIPS

Contractors State License – C27 935132

Pesticide Licensing:

Bill Horn – QAL 103242
Kris Dasso – QAL 104601
Fabio Rossetti – QAC 90925
Richard Buchanan – QAC 12536
Francisco Quintero – QAC 93397

Certified Landscape Professional: Certification through PLANET (Professional Landcare Network)

Bill Horn *Certified Landscape Professional – Exterior
*Certified Landscape Technician – Exterior
*Turf Maintenance, Irrigation, Ornamental Maintenance

Certified Landscape Technicians: Certification through PLANET

Fabio Rossetti
Francisco Quintero
Richard Buchanan

Business Licenses:

City of Martinez – License number: 1177
City of Brentwood – License number: 027184

Memberships:

PLANET – Landscape Management Advisory Group Member – Past Chair (2009-2010) – Bill Horn
PLANET – Safety Committee Member – Current – Bill Horn
Green Industry EXPO – Board of Directors – Current – Bill Horn
CLCA – State Resource Management Committee – Current – Bill Horn
Rotary Club of America – Current – Bill Horn, Fred Ehler
Paul Harris Fellow – Current – Bill Horn
BOMA – Current – Mike Farrell
BAY Friendly Landscape Maintenance Professional – Current – Kris Dasso
Member – Friends of Marsh Creek – City of Brentwood – Bill Horn
River Friendly Landscape Maintenance Professional – Current – Bill Horn

PLANET
Professional Landcare Network

BAY-FRIENDLY
LANDSCAPING & GARDENING

CLCAV

CERTIFICATE OF LIABILITY INSURANCE

5/16/2011

DATE (MM/DD/YYYY) 5/11/2010

PRODUCER
LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
317255
TERRACARE ASSOCIATES, LLC
921 ARNOLD DRIVE
MARTINEZ CA 94553

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic General Ins Corporation	24139
INSURER B: Great American Insurance Company	16691
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES DIV223 AL

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	A5CG97761000	5/16/2010	5/16/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	A5CA97761000	5/16/2010	5/16/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] UMBRELLA FORM [ ] RETENTION $	TUU 0332721 01	5/16/2010	5/16/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	A5CW97761000	5/16/2010	5/16/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. CANCELLATION: 30 DAYS AS NOTED BELOW EXCEPT 10 DAYS FOR NON-PAYMENT. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

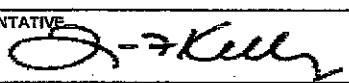
CERTIFICATE HOLDER

10547315
Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ORD 25 (2009/01)

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CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALFORNIA 95814

ISSUED January 01, 2010
EXPIRES December 31, 2011

PEST CONTROL BUSINESS MAIN LICENSE

LICENSE NO. 37718
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

TERRACARE ASSOCIATES
921 ARNOLD DR
MARTINEZ, CA 94553

Business Location

TERRACARE ASSOCIATES
921 ARNOLD DR
MARTINEZ, CA 94553

Mary-Ann Warmerdam, Director

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABL – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE
01/01/2011

VALID THROUGH
12/31/2012

QAL 103242

ABCDF

BILL HORN
276 PEBBLE BEACH DR
BRENTWOOD CA 94513

landscape industry certified

Bill Horn

Recertify by 12/31/2012

QUALIFIED • CONFIDENT • RECOGNIZED

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

Consumer Affairs

935132 PART

TERRACARE ASSOCIATES L P

C27

07/31/2011

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS
636 EYE STREET, NW
WASHINGTON, DC 20001-3736

ASLA

Bill Horn, Affiliate ASLA

MEMBER TYPE	MEMBER NUMBER	MEMBER SINCE
Affiliate ASLA	1116607	2/12/2008

City of Martinez
525 Henrietta Street
Martinez, CA 94553
Phone (925) 372-3575

2011

BUSINESS LICENSE

This license becomes null & void if ownership, business name or address is changed. All applicable building & zoning regulations pertaining to business location must be followed.

Business License ID
1194

Number
6102

Type
SUB CONTRACTOR

Business Location:
921 ARNOLD DR

Expires
12/31/2011

TERRACARE ASSOCIATES LP
921 ARNOLD DR
MARTINEZ, CA 94553

BUSINESS TAX CERTIFICATE

CITY OF BRENTWOOD

The person, firm or corporation named below is granted this certificate pursuant to the provisions of the City Business Tax Ordinance to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

BUSINESS NAME: TERRACARE ASSOCIATES

BUSINESS CODE: 55

BUSINESS LOCATION: 921 ARNOLD DR MARTINEZ, CA 94553

DESCRIPTION: Landscape Management

TERRACARE ASSOCIATES
921 ARNOLD DR
MARTINEZ, CA 94553

Business License Number: 027184
Effective Date: December 14, 2010
Expiration Date: December 31, 2011

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

City of Antioch • City of Concord • City of Pittsburg • City of Walnut Creek
Contra Costa Clean Water Program • East Bay Municipal Utility District
West Contra Costa Integrated Waste Management Authority

Kris Dasso

has met the requirements to become a

Qualified Bay-Friendly Landscape Maintenance Professional

BAY-FRIENDLY QUALIFIED LANDSCAPE

Elisa Wilfong,
Contra Costa Clean Water Program

Debi Tidd,
Bay-Friendly Training Coordinator

CERTIFICATE OF APPRECIATION

This certificate is awarded to

TERRACARE ASSOCIATES

We would like to thank you for
helping us provide excellent customer
service to our communities.

CHRISTISON
COMPANY
ASSOCIATION SERVICES

Christison Company Team
Signature

October 4th, 2010
Date

TRAVIS
CREDIT UNION
P.O. Box 2069
Vacaville, California 95696
707-449-4000 • 800-877-8328

March 25, 2010

Richard Buchanan
Terracare Associates
921 Arnold Dr.
Martinez, Ca 94553

Re: Letter of Recommendation

Dear Rich,

I wanted to take a moment to write you a quick note on the job that Terracare is doing for Travis Credit Union. We're going on our 10th. year of service with Terracare, and I can't be more satisfied. After Terracare performed the original installation of the landscaping for our Vacaville headquarters, we chose to stay with your company for ongoing management. Over that time, I have worked closely with you and your company. We have had many projects, special events, and visits by dignitaries, and governmental leaders. Terracare has always responded quickly, and professionally. Terracare has surpassed our expectations for a contractor relationship.

I wanted to commend you for the job that you and Terracare are doing for Travis Credit Union. I appreciate all the extra time that you have personally spent on our property making sure it looks presentable to our members, guests, and executive management.

Please don't hesitate to have prospective clients call me with questions regarding Terracare.

Regards,

Ken Nagy

Ken Nagy / AVP Facilities and Support Services
Travis Credit Union
One Travis Way
Vacaville, Ca 95687
(707) 469-1631

Mike Farrell

To: Kris Dasso
Subject: RE: parks

From: Stromgren, Roger [mailto:rstromgren@ci.brentwood.ca.us]
Sent: Thursday, September 09, 2010 3:46 PM
To: Kris Dasso; Margesson, Barry
Cc: Francisco Quintero
Subject: parks

Kris,

I wanted to let you know that Veterans Park and the Aquatics Complex look outstanding. Barry and I took a drive around town today and walked those areas. The planters are full of plant material, everything looks healthy, straight trees, no weeds, nice work!

Thanks

Roger Stromgren
Park/Maintenance Manager
Parks and Recreation
City of Brentwood
Phone 925-516-5308
Fax 925-516-5447

This email was sent to our Operations Manager by Brentwood Parks Maintenance Manager – Roger Stromgren. We manage 64 city parks for city, comprising 6 million sq. ft. of turf, and planter beds.

Ball Corporation
Metal Beverage Packaging Division, Americas
2400 Huntington Drive, Fairfield, CA 94533-9734, (707) 437-5411, Fax (707) 437-9258

January 12, 2010

To Whom it May Concern:

Ball Corporation, Fairfield, California has contracted with Terracare Associates since July 2008. In that short period of time they have completely revamped our landscaping, which was in very poor condition. The expertise they have shown in repairing our irrigation system, and bringing our lawn and planting beds back to life has been very impressive.

All personnel have been highly professional, informative, and their responsiveness to questions and requests has been immediate.

I expect that our relationship will continue for a long while and would very highly recommend Terracare Associates for any landscaping and maintenance needs.

Sincerely,

Tonilee Boldt

Tonilee Boldt
Purchasing Agent

TERRACARE
ASSOCIATES

From: rinokuchi@comcast.net [mailto:rinokuchi@comcast.net]
Sent: Monday, May 18, 2009 8:54 AM
To: Mike Farrell
Cc: Patti Gish; Juancho Flores
Subject: Terracare- Good Job in VBTB

Hi Mike - I just want to let you know that the Terracare crews are doing a fantastic job in VBTB. I saw them checking sprinkler heads on Friday in Waverly Circle and the lawn and landscape areas in the eastern half of VBTB are looking very nice. Keep up the good work. I wish I could say the same for D&H Landscaping and their work on the City mow strips. I've sent two complaint comments and have not seen any action thus far from City staff. Another letter to City Manager Nelson with photos may be order if no improvements are noted. Irrigation not working and sloppy mowing/clean up are my biggest complaints with D&H. Thank goodness we have Terracare working out some of our landscaped areas - otherwise we'd be seeing 'blight' conditions.

*This is an email from a client of Terracare's. VBTB stands for Victoria by the Bay Homeowners Association in Hercules, Ca. It is a large project that encompasses caring for over 200 homes, 1 million square feet of planted slopes, and right of ways. We also perform all the irrigation management & repair, integrated pest management, weed control, and weed abatement.

January 14, 2009

Mike Farrell
Terracare Associates
921 Arnold Drive
Martinez, CA 94553

Re: Project Play Donation

Dear Mr. Farrell:

Roseville is excited to undertake the challenge of building three fully-inclusive universally accessible playgrounds in our area to ensure every child of differing abilities has the opportunity to learn and explore through play.

Realizing this dream will take a tremendous effort of our Roseville community working together from design to fundraising to community outreach. Thank you for your $250 donation to Project Play. Charitable donations to the City may be tax deductible under Section 170 of the Internal Revenue Code. Donors are advised to consult their tax professional. Our tax identification number is 94-6000409.

We look forward to taking the inclusion movement to the next level by setting a standard of compassion and innovation for generations to come.

Sincerely,

Jeff Dubchansky
Assistant Director
Parks and Recreation Department

ROSEVILLE

311 Vernon Street. Roseville, California 95678
(916) 774-5131 • (916) 774-5286 *Fax* • www.roseville.ca.us

2010 MAYOR'S CUP GOLF TOURNAMENT

June 28, 2010

Terracare Associates
6301 Angelo Ct #1
Loomis, CA 95650

RE: 14th Annual Mayor's Cup Golf Tournament

Over 120 golfers enjoyed the fourteenth annual City of Roseville Mayor's Cup Golf Tournament held at Woodcreek Golf Club, on Friday, May 14, 2010. The beautiful spring weather, great course conditions plus lots of fun and games out on the course made for an excellent day of golf. In addition, there was lots of food, many different beverages plus terrific raffle prizes that were all made possible because of the many tournament sponsors.

Your sponsorship of a tee box, a golf foursome or the donation you made to help make the tournament successful is greatly appreciated. In all, we were able to generate over $8,000.00 in revenue, which will be utilized to assist low income families participate in parks and recreation programs offered by the Parks, Recreation and Libraries Department and Police Activities League (PAL) programs supervised by Roseville police officers. We hope you agree that assisting children in need by providing recreation programs for them is a very important effort.

On behalf of the City of Roseville, Woodcreek Golf Club, Sports Restaurants Inc., and all the golfers that participated in this year's event, **THANK YOU** for your involvement and sponsorship. We hope you will join us again as a sponsor next year in May 2011 for the fifteenth annual Mayor's Cup Tournament.

Sincerely,

Gina Garbolino

Gina Garbolino, Mayor
City of Roseville

Terracare Associates

California Build Projects - Parks and Sport Fields

k:/users/construction/referencelist.xls

PROJECT			
A Place to Play	City of Santa Rosa	$950,000	2/15/2009
Nancy Boyd Park	City of Martinez	$520,000	2/1/2009
Dover Park	City of Fairfield	1,300,000	12/15/2008
Berkeley Meadows	East Bay Regional Park District	$483,000	12/1/2008
Sycamore Creek & Diablo Vista Parks	City of Danville	$1M	8/1/2008
Cougar Baseball Field	Albany Unified School District	$870,000	3/15/2008
Patterson Sports Complex	City of Patterson	$350,000	1/31/2008
Bancroft MS Playfields	City of San Leandro	$1.1M	10/1/2007
Terrace Park	City of Albany	$325,000	9/16/2007
Lawler Ranch Park	City of Suisun City - Public Works	$1.1M	12/31/2006
Markley Creek Park	City of Antioch - Public Works	$1.2M	6/1/2007
Hanna Ranch Park	City of Hercules	$750,000	5/1/2006
Oakland Coliseum	Oakland Athletics Baseball Company	$100,000 annually	2/15/2006
Kensington Community Park	Kensington Police and Leisure Services	$340,000	11/10/2005
Head Royce Soccer Field	Head Royce School	$105,000	1/15/2006
USS POSCO Memorial Park	USS POSCO Industries	$215,000	8/1/2005

Meadow Creek Trail	Discovery Builders	$185,000	12/21/2005
Canyon Trails Park	City of El Cerrito	$200,000	11/29/2005
Wattenberger Park	City of Livermore	$320,000	10/18/2005
Sycamore Creek Park	City of Danville	$315,000	11/1/2005
Campolindo High School Varsity Baseball Field	Acalanes Union High School District	$800,000	8/15/2004
Memorial Stadium and Kleeberger Field	University of California at Berkeley	$1.3M	9/1/2004
St. John's Park and Field	St. Johns Church - Napa	$850,000	12/31/2003
Orin Allen Softball Field	Contra Costa County	$190,000	2/15/2004
Green Valley Park	Green Valley Development	$900,000	3/31/2003

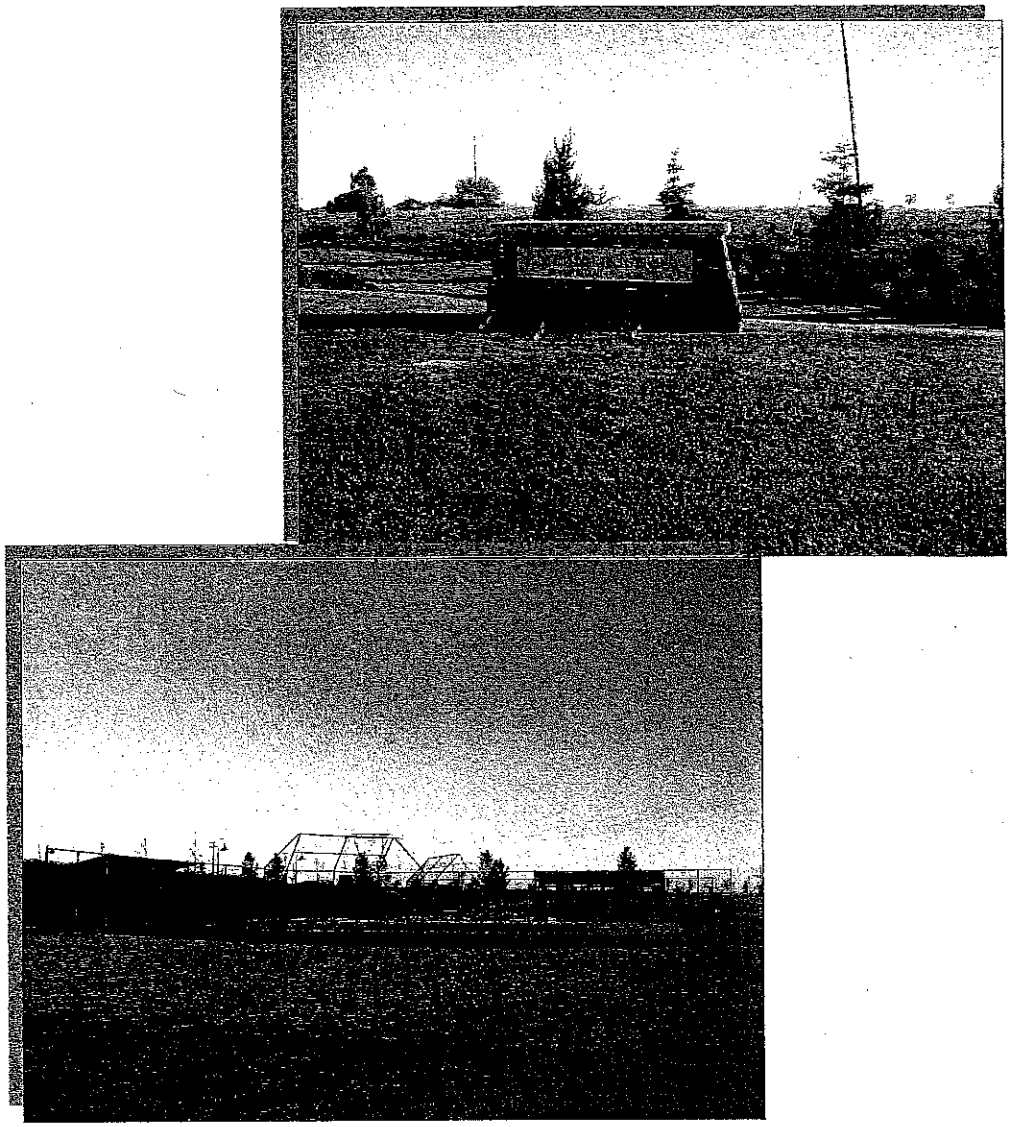
Terracare Associates

References

TERRACARE
ASSOCIATES

www.terracareassociates.com

Public Works

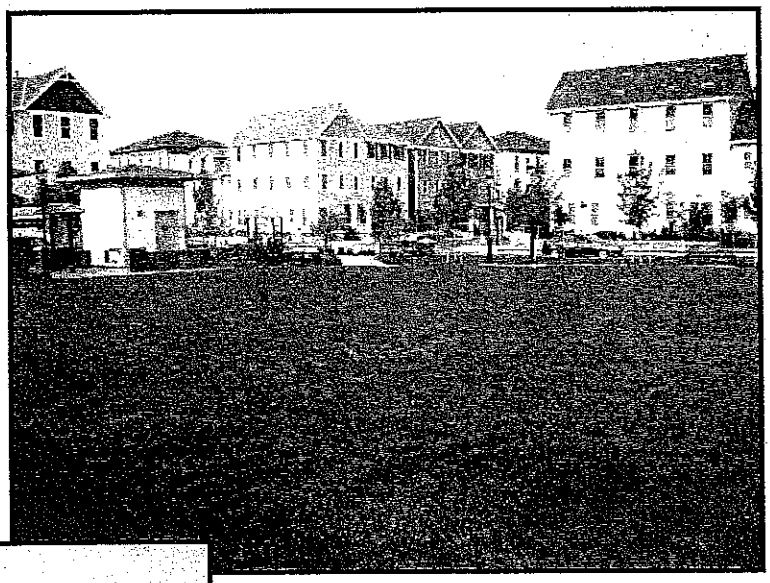


City of Oakley - Parks

Terracare Associates performs the management for (4) of the largest parks in Oakley. We care for the city's sports parks: Freedom Soccer Field, Laurel Ballfields, Cypress Community Park, and Summerlake Park. These four parks encompass 1.7 million sq. ft. of turf and 250,000 sq. ft. of planter. Terracare conducts turf renovation of the sports fields, maintenance of the playing surfaces, graffiti removal, invertebrate removal, and regular weekly maintenance services. Contract start - May 2009.

City of Oakley
3231 Main St.
Oakley, Ca 94561
Contact: Danny Yore – Parks & Landscape Supervisor – 925.625.7015

Public Works

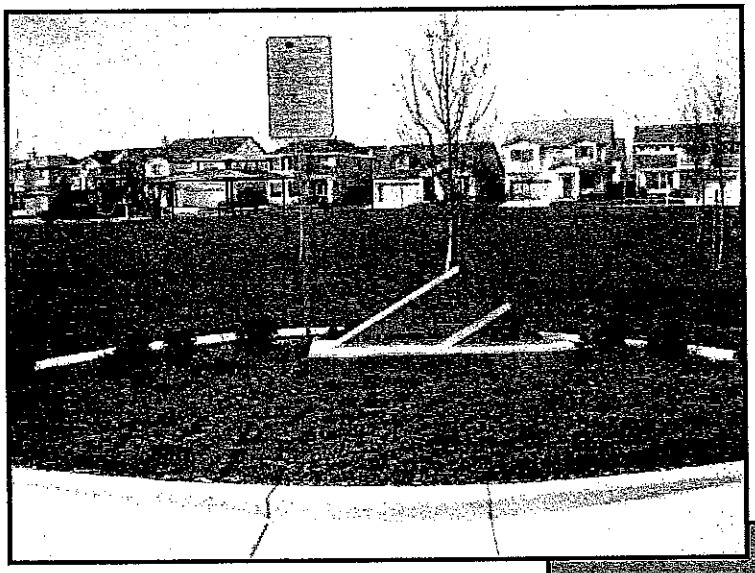


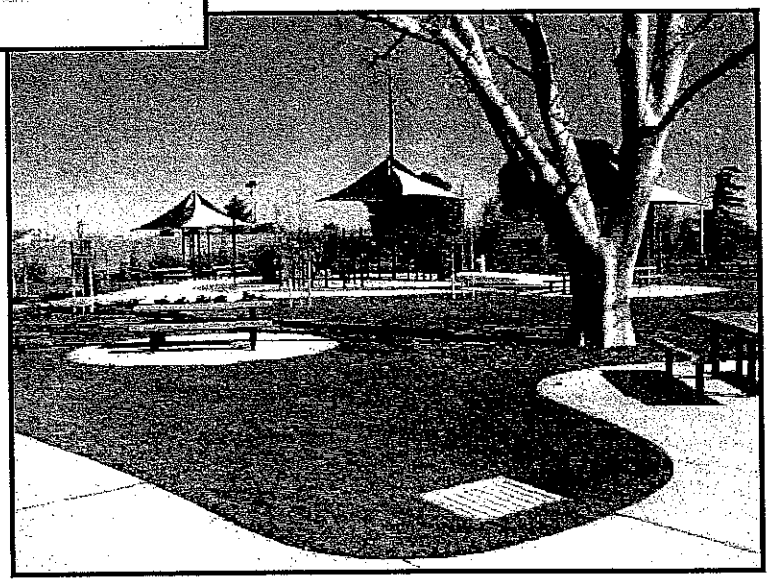
City of Hercules

Terracare Associates cares for over 12 acres of turf and over 15 acres of shrub beds for the City of Hercules under six different contracts. These contracts encompass, city parks, sport fields, HOA common areas, medians & right of ways. Terracare installed the Hanna Ranch Soccer Fields and provides the weekly care for them. We also aerate, over-seed and top-dress the turf each year. The city has been very happy with our overall management of their contracts and has added to our responsibilities over the years.

City of Hercules – (6) Separate Contracts
111 Civic Dr.
Hercules, Ca 94547
Contact : Erwin Blancaflor
510.799.8258

Public Works



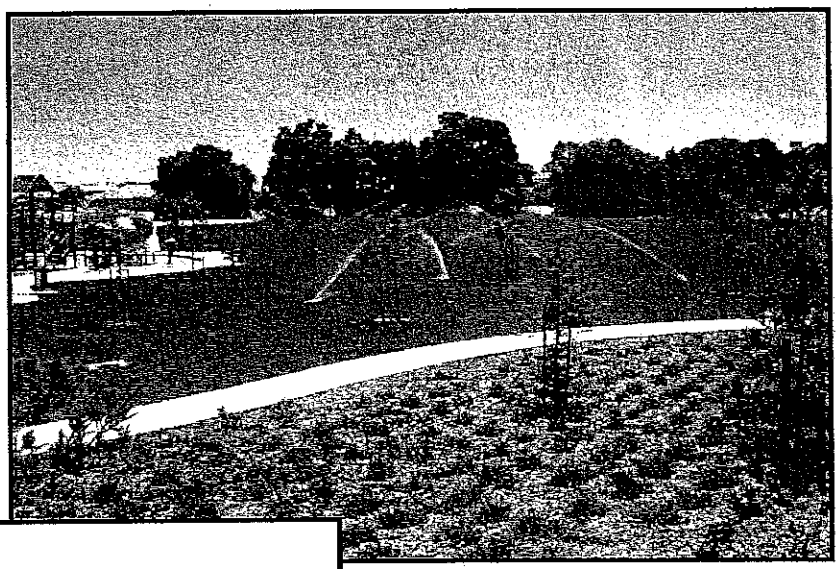


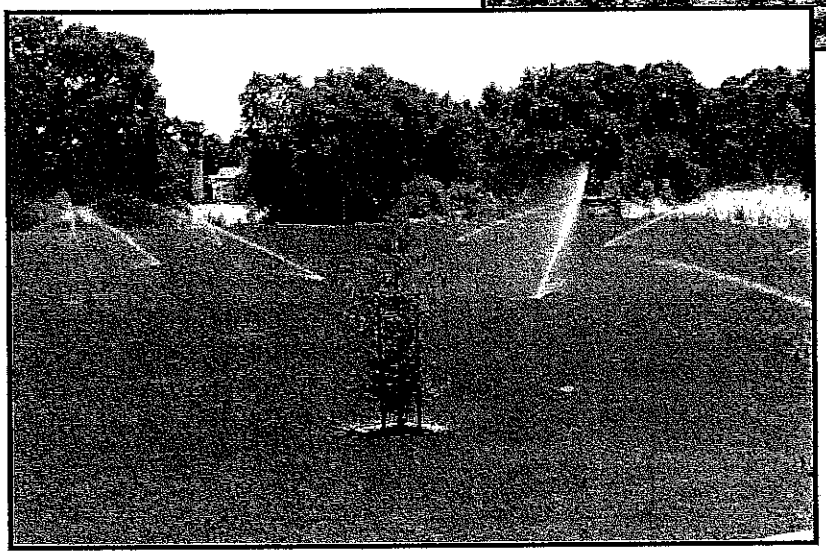
City of Brentwood

Terracare Associates provides landscape management for the entire City of Brentwood park system. The system is comprised of 60 parks, sport complexes, trails, community pools, senior community centers, etc. Brentwood has entrusted over 6 million square feet of turf and landscape beds to Terracare's maintenance. The irrigation system is centrally controlled - 90% Maxicom and 10% RainMaster. We staff the project with a full time supervisor and up to 9 full time personnel, including irrigation technicians, spray technicians and turf renovation specialists.

City of Brentwood
730 Third Street
Brentwood, CA 94513
Contact : Barry Margesson
925.516.6051

Public Works



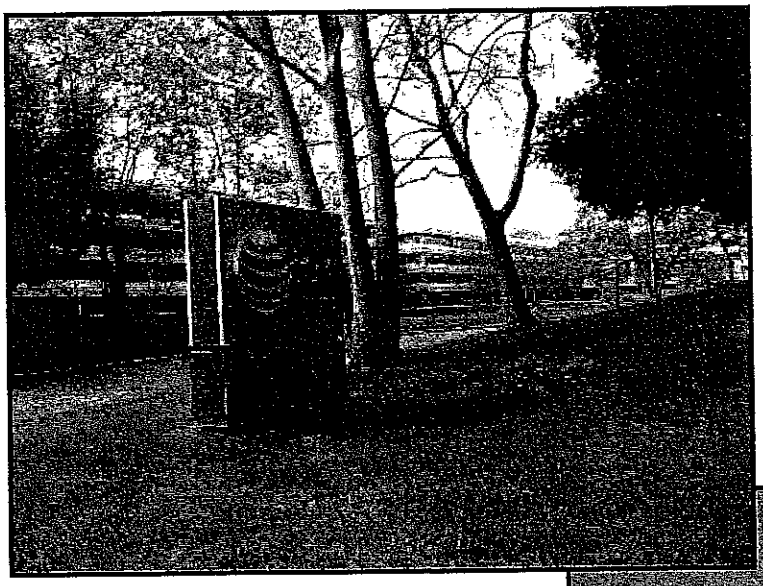


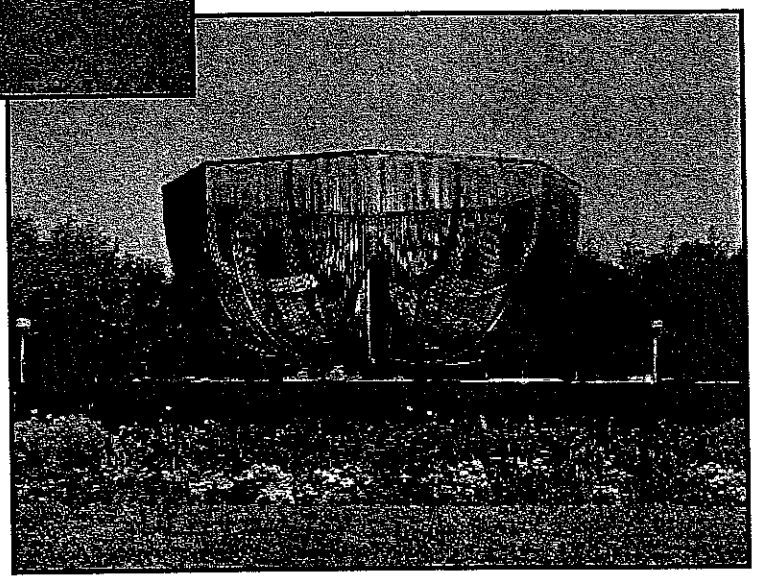
City of Roseville

Terracare Associates has provided management services for the LLD's and Park Services districts for the City of Roseville for over 6 years. Mowing encompasses 1.6 million sq. ft., and 750,000 sq. ft. of bed maintenance. Almost 5 million sq. ft. of shrub pruning in LLD's and Parks combined. The site includes a Motorola Scorpio -centralized controller system, accident & vandalism reporting, cleanup and repair. We conduct weekly staff meetings with the city personnel. We staff the project with 19 technician's full time. The city management has been very happy with our responsiveness and oversight of such a large project.

City of Roseville – LLD's & Parks
2005 Hilltop Circle
Roseville, Ca 95747
Contact: Scott Miller
916.7745764

Corporate Campus



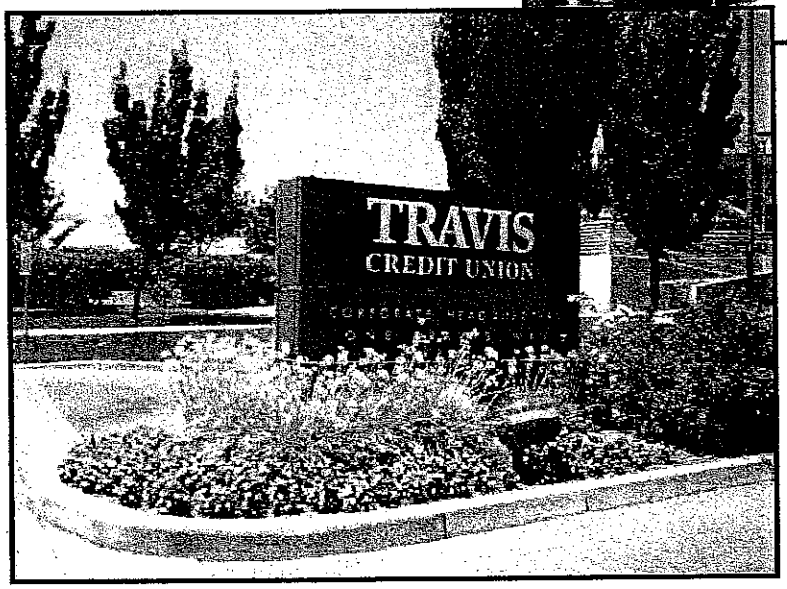


AT&T Corporate Headquarters – San Ramon

Terracare Associates has provided AT&T corporate headquarters with landscape management for over (10) years. AT&T's campus encompasses over 45 acres of large turf areas, lakes, ponds, walking trails, natural areas, and hardscapes. We staff this project (5) days per week with a full time on-site manager. In addition to managing the landscape, we also provide all of the water management, which includes: harvesting the lakes twice per year, chemical treatment, pump and filter management & repair, plant maintenance around the lakes and ponds.

AT&T Corporate Headquarters
2600 Camino Ramon (Bishop Ranch)
San Ramon, Ca 94583
Contact : Rina Maltese – Property Manager
925.824.6736

Commercial Office Building

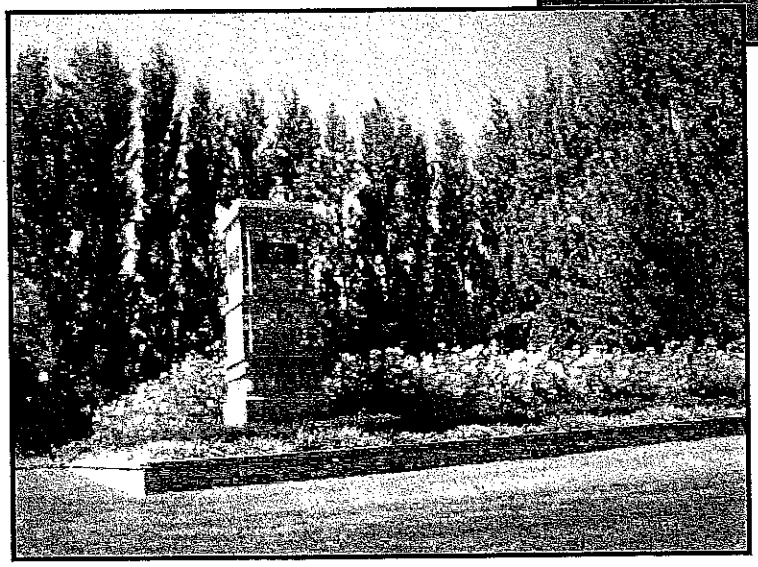


Corporate Headquarters Travis Credit Union – Vacaville

Travis Credit Union corporate headquarters is spread over 7 acres of hardscape, large turf areas and shrub/ground cover beds, several annual color spots, walking trails, and outdoor gathering areas. Terracare originally installed the landscaping for Travis Credit Union, and has been a client for over 8 years. We have provided many enhancements to their property over that time.

Travis Credit Union
1 Travis Way
Vacaville, Ca 95687
Contact : Ken Nagy
707.469.1631

Home Owners Association

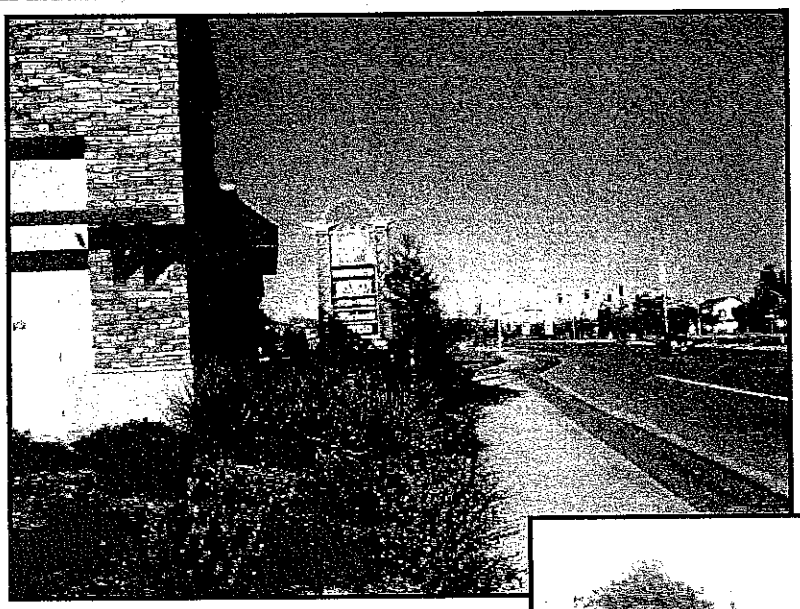


Victoria By The Bay – Hercules

Terracare Associates is proud to provide care for over 1 million square feet of landscape surrounding the beautiful Victoria By The Bay community in Hercules. We staff the site (5) days per week and perform the following: front yard mowing and detailing for over 200 homes, slope management, pre & post emergent spraying on a large scale, irrigation management and repair, lighting repair, and tree maintenance / pruning.

Vierra Moore
2151 Salvio St. #333
Condord, Ca 94520
Contact : Patti Gish - Community Manager
925.681.4000

Retail Shopping Plaza

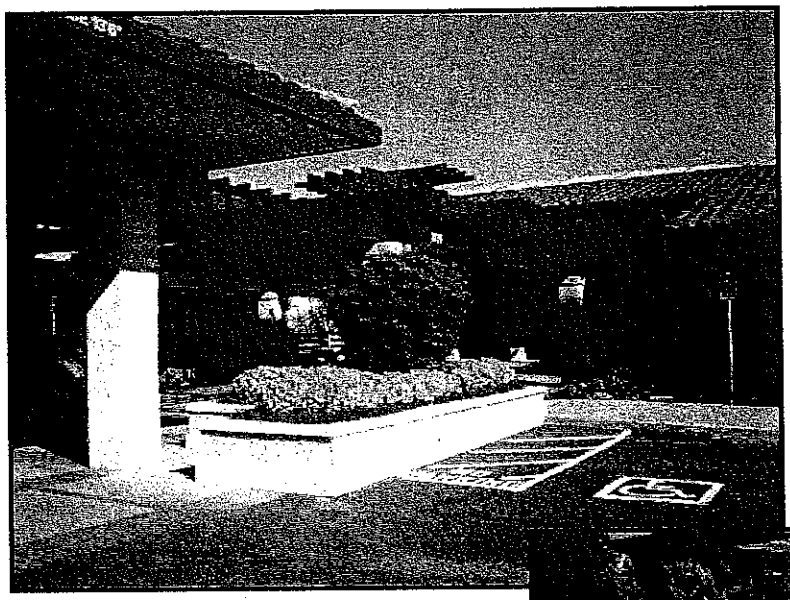


Lone Tree Plaza – Antioch

Lone Tree Plaza encompasses almost 8 acres of landscaping around a city block sized retail shopping center. We staff the site several days per week and have provided many renovation enhancements to the property. In addition, we manage a very complex irrigation system on this project, which we're consistently renovating to make it more efficient.

Lone Tree Plaza
C/o Donahue Schriber
1451 River Park Dr. #110
Sacramento, Ca 95815
Contact : Sharon Cooney, CSM
916.286.5213

Multiple Locations

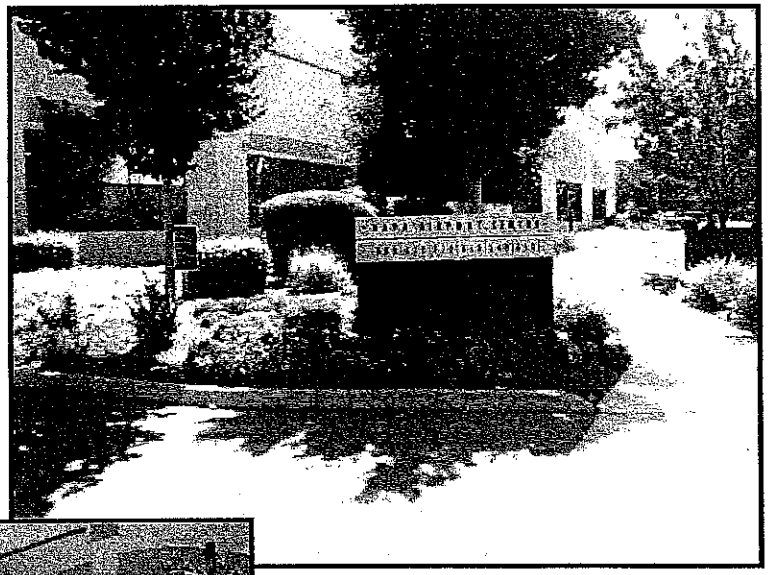


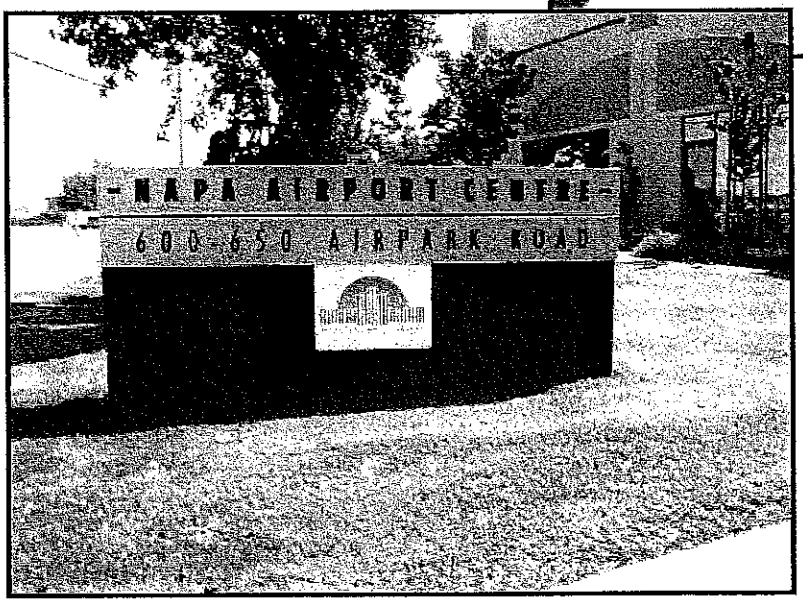
Mechanics Bank – Various East Bay Cities

Terracare Associates provides landscape management to 13 Mechanics Bank locations throughout the East Bay, including their headquarters in Richmond. We provide the following: turf mowing, ground cover and shrub maintenance, irrigation management and repair, flower display design and installation. We have also provided renovation design and installation on all of their properties.

The Mechanics Bank
725 Alfred Nobel Dr.
Hercules, Ca 94547
Contact : Rick Nelson – Assistant V.P. Facilities
510.741.7662

Business Park



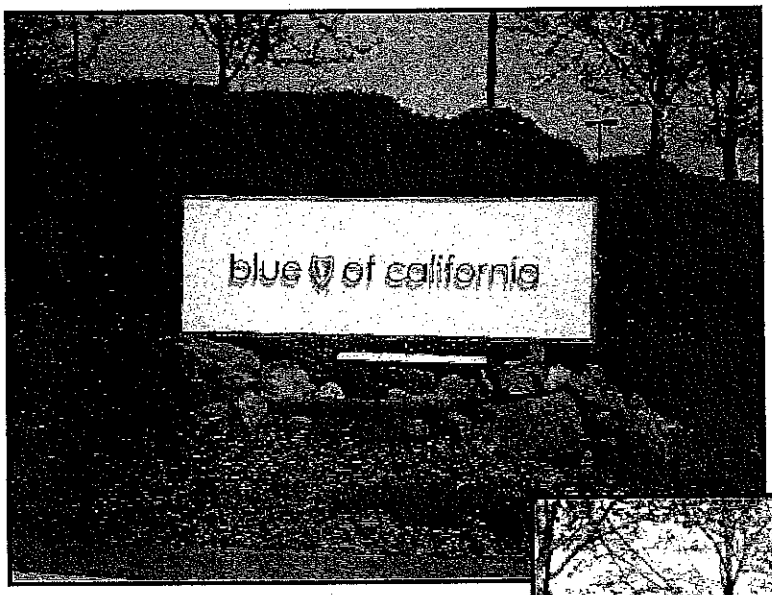


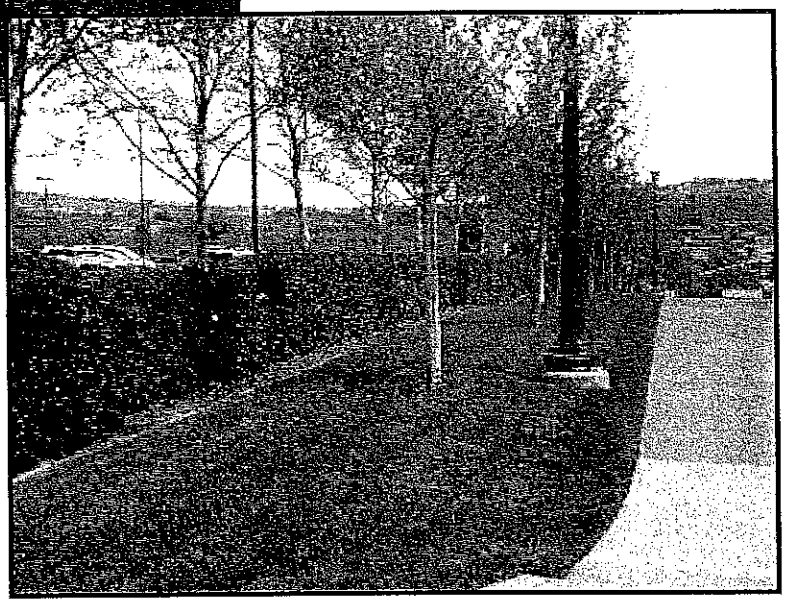
Napa Airport Centre – Napa

Terracare Associates provides services for many business parks throughout the Bay Area. Napa Airport Centre has been a client for over 5 years. We care for large hardscape areas, turf belts, many monuments and flower areas, shrub beds and ground cover areas. Throughout that time, we have redesigned and installed new landscaping in over 75% of the planting beds.

Napa Airport Centre
Airport Centre Way
Napa, Ca 94558
Contact : Ron Profili
707.2541600

Corporate Campus





Blue Shield (El Dorado Hills)

Terracare Associates provides landscape management services several days per week for the Blue Shield headquarters in El Dorado Hills. We care for hardscape, large turf areas, tens of thousands of feet of shrub beds & ground covers, walking trails, and gathering places. The onsite management has been very pleased with our service for the past 3 years.

Blue Shield Regional Headquarters
4203 Town Center Blvd.
El Dorado Hills, Ca 95762
Contact : Scott D. Anderson CFM, MCR
916.350.7794

TERRACARE

ASSOCIATES

TERRACARE ASSOCIATES

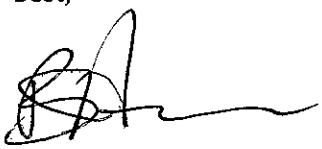
Dear City of Milpitas,
Thank you for the opportunity to propose on the Landscape Management for the City of Milpitas locations in Milpitas, California. The staff at Terracare Associates has developed a great deal of respect for your staff and is hopeful of gaining the opportunity to work with each other to produce a high-quality project and satisfied client.

Our proposal is reflective of our intent to not only meet the requirements you have expressed through the RFP, but also to exceed the current expectations, while looking to be as cost effective as possible.

We are open to and look forward to deeper discussions around needs, expectations and deliverables as they relate to the Milpitas Park locations.

Please contact me with comments or questions regarding any aspect of this proposal.

Best,



Bill Horn
Vice President

3. What are the challenges your firm sees with this contract work scope.

Contract Challenges

- Initial crew familiarity with parks and work plan
- Transition to meet the City's expectations
- Goals for the first 90 days
    - Host a "partnering meeting" with stakeholders to determine expectations and needs and to establish a communication protocol.
    - Indentify, catalogue & inventory each park's plant materials.
    - Produce a master list of each park's equipment and current repair needs.
    - Conduct all equipment repair and maintenance.
    - Inspect each park's playground equipment and coordinate repairs.
    - Inspect each park's irrigation system, producing watering and equipment maps and making necessary repairs.
    - Review the Rain Master Evolution system and make appropriate changes for maximum water savings and efficiencies.
    - Walk each site with our subcontractors with their respective portions of the contract to familiarize them with the scope of work.
    - Clean all graffiti in each park.
    - Install bark in the parks that have bare areas identified.
    - Coordinate any hazardous tree trimming issues.
    - Evaluate the two lakes and treat them accordingly.

4. What cost savings can you suggest in regard to your proposal, i.e. this is an opportunity to "sharpen the pencil"; particularly after further review and consideration of the park system.

Cost Saving Opportunities

- Price proposed is our price based on the current specification.
- Create opportunities through agreed upon best practices.
- Optional contract adjustments
    - Change scope of work frequency for less used areas to afford greater focus on high traffic or front end locations.
    - Pre-treat for graffiti to prone areas to reduce time and materials for clean-up.
    - Utilize Embark or other growth inhibitor to slow turf growth to reduce mowing and edging frequency in less trafficked areas.

5. Explain your companies cost control and tracking procedures. Provide details as to how your company will track work performed for each park including change order work, emergency repairs, etc.

Cost Control and Tracking Procedures

- Integrated business management tool – Asset
    - Standardizes processes from beginning to end
    - Reporting includes

Call Out Response
- Response within 1-2 hours
- Staffed with local on-call responders

Graffiti Removal
- Graffiti removal
  - Assess visibility and determine timeline and method
  - 72 hour removal
  - Environmentally responsible graffiti removal
  - Immediate removal upon discovery after initial cleaning

10. Customer service is highly valued in the City of Milpitas. What is your process for handling customer complaints? How do you respond to the public while working with the public while you are lawn mowing, applying pesticide or fertilizing?

Customer Service
- All staff is trained to be courteous and polite but will refer to one point of contact.
- One point of contact
- Customer service oriented
- Experienced with public service
- Focused on safety
  - Work completion during low use times of the day
  - Cordon off all work areas
  - Prior notification to city staff for public safe pesticide and fertilization applications

11. What are your procedures for handling emergency situations like weather related conditions, damage to parks etc.

Emergency Procedures
- 1-2 hour response
- Two step process
- Document and communicate
  - Immediately establish a safe and secure zone
  - Assess and repair

12. What skill sets, training, certifications, business plan or philosophy sets you apart from other private park maintenance companies, for example:
    - Tree care
    - Water system maintenance
    - Pesticide and herbicide use and application
    - Etc.

Experience and Certifications
- Who we are
  - We lead by example

Why Terracare Associates?

1. 40 years of industry leading experience in maintaining and building parks, sports fields and public infrastructure.

2. Experienced partner with several public agencies – sharing best practices.

3. Proactive and responsive – Not satisfied with the status quo. We are committed to improving our client's landscapes.

4. Safety culture – Safety for our employees, clients, and the public is our primary focus.

5. Innovation – We go out of our way to provide our clients with innovative and creative solutions to meet their needs. As an example, saving water is a major focus for our management strategy. For one of our clients, the City of Brentwood. Our team saved over 30% of their water use.

6. Our City of Milpitas Parks Manager, Kris Dasso has 15 years of experience building and maintaining parks, sports fields, and infrastructure. He is easy to work with, and understands the expectations of municipal contracts.

7. Aquatic management division – We have an aquatic biologist on staff who will be an integral partner in managing your lakes.

8. Terracare Associates is involved in local, state and national industry organizations helping to improve the state of the landscape industry. Many of our team participates in the committees and as board members within these organizations.

9. We are adept at partnering with other contractors to execute large, complex projects like the City of Milpitas Parks project.

10. As a company, we have resources in our company through multiple divisions that enables us to respond to many of a client's needs beyond the scope what other competitors are able.

11. Terracare Associates has established relationships with many of the outside contractors that will participate in this contract: Better Plumbing – Milpitas, Union Electric – Hayward, Bailey Fence – Hayward, Bay Area Canvass (shade structures) – Santa Clara, Playgrounds Unlimited – Sunnyvale.

12. Communication – We plan to establish a communication plan at the initiation of the contract. This plan will include frequency of communication, priority of contacts within the city, and initial format of communications. Overall, our goal is to establish a plan that provides a clear

TERRACARE ASSOCIATES

City of Milpitas

Exhibit B

Park Name: Dixon Landing- Site Work
Annual Time and Materials Budgets

Task	In Park	Amount of Item	Frequency	Materials
Gopher Control	Yes	2 hr. / mo.	12	$ 500.00
Turf Repair	Yes	30,000 Sq. Ft.	2	$ 500.00
Seeding	Yes	50,000 Sq. Ft.	2	$ 300.00
Mulch to 2" depth	Yes	20 yds.	1	$ 2,000.00
2 turf aerations / yr	Yes	2 hr.	2	
Thatching	Yes	50,000 Sq. Ft.	1	
Ground cover mowing	No			
Football Field	Yes	See separate sheet		
Baseball Field	Yes	See separate sheet		
Soccer Field	Yes	See separate sheet		
Garbage Cans	Yes	1 hr.	100	$ 300.00
Dog Stations	Yes	0.25 hr.	46	$ 150.00
Lighting Inspections	Yes	1 hr.	12	
Lighting repairs/replace	Yes	2 Hr.	4	$ 800.00
Playground checks	Yes	0.5 hr.	46	
Playground repairs	Yes	2 hr.	4	$ 900.00
Playground Sand	Yes	10 yds.	1	$ 1,000.00
Graffiti	Yes	0.75 hr.	20	$ 200.00
Large Tree Trimming	Yes	14 hr.	1	
Tree Removal/Replace	Yes	2 hr.	1	$ 300.00
Emergency Tree Work	Yes	2 hr.	1	$ 200.00
Signage repair/repaint	Yes	2 hr.	1	$ 100.00
Fencing repairs	Yes	10 hr.	2	$ 1,000.00
Fencing painting	Yes	2 hr.	2	$ 300.00
Bike Rack Repair	Yes	1.5 hr.	1	$ 150.00
Bulletin Board Repairs	No			
Concrete Repair	Yes	8 hr.	2	$ 500.00
Asphalt Repair	Yes	5 hr.	2	$ 400.00
D.G. Repair	Yes	24 hr.	1	$ 2,000.00
Shade Structure Repair	Yes	2 hr.	1	
Bench Repair	Yes	1 hr.	4	$ 300.00
Bench Cleaning	Yes	0.5 hr.	20	$ 200.00
Picnic Table repair	Yes	5 hr.	2	$ 350.00
Picnic area cleaning	Yes	1 hr.	24	$ 250.00
Drining Fountain repair	Yes	3 hr.	1	$ 275.00
BBQ repair	Yes	3 hr.	2	$ 350.00
BBQ Painting	Yes	1.5 hr.	1	$ 150.00
Catch Basin Cleaning	Yes	1 hr.	2	
Bridge Repair	No			
Parking Lot Cleaning	Yes	.5 hr.	100	
Pond Maintenance	No			
Pressure Washing	Yes	3 hr.	12	
Basketball Ct.	Yes	1 hr.	4	$ 350.00
Tennis Ct.	Yes	2 hr.	4	$ 450.00

TERRACARE ASSOCIATES

City of Milpitas

Exhibit B2

Park Name: Dixon Landing- Site Work
Annual Time and Materials Budgets (Baseball Fields)

Baseball	Amount of Item	Frequency	Materials Costs
4 aerations / yr	1.5 hr.	4	
Overseeding	90,000 sq. ft.	2	$ 250.00
Top dressing	90,000 sq. ft.	2	$ 1,000.00
Cutting Baselines	1 hr.	4	
Installing Base Pegs	1hr.	4	
Mounds	2 hr.	2	$ 200.00
Backboard/fence repairs	10 hr.	2	$ 500.00
Dugout repairs	10 hr.	2	$ 550.00
Painting	5 hr.	1	$ 275.00
Graffiti repair	1 hr.	20	$ 350.00
Pressure washing	2 hr.	3	
Dragging	2 hr.	9	$ 100.00
Renovation	10 hr.	1	$ 1,000.00
Lighting	2 hr.	2	$ 800.00
Scoreboards	2 hr.	2	$ 750.00

removing foreign objects from the playground, checking for and reporting broken equipment and vandalism, maintaining the surface materials etc. The personnel who perform the work only need a basic checklist and instruction on how to submit work orders for remedial maintenance when necessary. A system should be in place for review of these inspection forms regularly by a supervisor. I recommend that this inspection be done weekly or at some similar frequency by staff that is routinely on each site such as the mowing crew or trash pick-up crew. This inspection should only take a few minutes per site.

I hope this answers the Cities concern but if they would like to have more information I will be happy to reply. I recommend once or twice a year inspections and would be happy to provide a quote for that service.

David Spease

Company Name: TerraCore Assoc.

INSURANCE REQUIREMENTS GRID

All of the "standard" insurance requirements for the City of Milpitas are contained in the documents entitled "Exhibit A Insurance Requirements – General", and "Exhibit A Insurance Requirements – Consultants" all of which must be met unless specifically exempted in writing by the Risk Manager. In addition, here are the basic requirements regarding the four (4) endorsements required by the City. Insurance coverage required by the City varies depending on the contract; you have to read the insurance requirements of the contract to be sure you are getting all of the necessary endorsements.

	Endorsement Required	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied
		General Liability		**Auto Liability**		**Workers Comp.**		**Pro. Liability**		**Other**	
		X	✓	X	✓	X	✓	X			
1.)	Additional Insured*	X	✓	X	✓						
2.)	Contractors Insurance shall be:										
	Primary	X	✓	X	✓						
	Non-Contrib.	X	✓	X	✓						
3.)	Waiver of Subrogation	X	✓	X	✓	X	✓				
4.)	30 Day Notice of Cancellation	X	✓	X	✓	✓		X			

Exceptions: Auto is primary for owned autos and non-contributory by definition. The cancellations have been reviewed and accepted by Jan Hill ABAG Plan Risk Manager

Note:

Most insurance companies will provide actual certificates of endorsement for the requirements listed above, but frequently not until specifically asked or pushed. However, depending on the insurance company, it may be their practice to incorporate all of the endorsements into a standardized "blanket" endorsement form/document(s). Alternatively, they may submit excerpts from the policy document, this is also acceptable to the City. However, be sure to ask the company to clearly mark the specific clause(s) that reflect each endorsement and to send you those pages **only**, or you will likely wind up with a legalistic form 40 pages long and no easy way to determine which clauses apply to the certificate.

Prepared BY: Chris Schneider

Approved By: [signature] Date: 3/22/12

Risk Manager

X = Most commonly required.

* Al language must be stated as follows: "The City, its officers, officials, employees, and volunteers"

Company Name: TerraCare Assoc.

INSURANCE REQUIREMENTS GRID

All of the "standard" insurance requirements for the City of Milpitas are contained in the documents entitled "Exhibit A Insurance Requirements – General", and "Exhibit A Insurance Requirements – Consultants" all of which must be met unless specifically exempted in writing by the Risk Manager. In addition, here are the basic requirements regarding the four (4) endorsements required by the City. Insurance coverage required by the City varies depending on the contract; you have to read the insurance requirements of the contract to be sure you are getting all of the necessary endorsements.

	Endorsement Required	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied
		General Liability		**Auto Liability**		**Workers Comp.**		**Pro. Liability**		**Other**	
		X	✓	X	✓	X	✓	X			
1.)	Additional Insured*	X	✓	X	✓						
2.)	Contractors Insurance shall be:										
	Primary	X	✓	X	✓						
	Non-Contrib.	X	✓	X	✓						
3.)	Waiver of Subrogation	X	✓	X	✓	X	✓				
4.)	30 Day Notice of Cancellation	X	✓	X	✓	✓		X			

Exceptions: Auto W/ primary for owned autos and non-contributory by definition. The cancellations have been reviewed and accepted by Jan Hill ABAG Plan Risk Manager

Note:

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Prepared BY: Chris Schneider

Approved By: [signature] Date: 3/22/12

Risk Manager

X = Most commonly required.

* AI language must be stated as follows: "The City, its officers, officials, employees, and volunteers"

ACORD

CERTIFICATE OF LIABILITY INSURANCE 5/16/2012

DATE (MM/DD/YYYY) 3/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538
Maria Hernandez

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic General Ins Corporation	24139
INSURER B : Great American Insurance Company	16691
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1317255
TERRACARE ASSOCIATES, LLC
921 ARNOLD DRIVE
MARTINEZ CA 94553

COVERAGES DIV223 AL CERTIFICATE NUMBER: 11688278 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	A6CG97761101	5/16/2011	5/16/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	A6CA97761101	5/16/2011	5/16/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB X OCCUR	Y	Y	TUU 0332721 02	5/16/2011	5/16/2012	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	A6CW97761101	5/16/2011	5/16/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

11688278

CITY OF MILPITAS
455 EAST CALAVERAS BOULEVARD
MILPITAS CA 95035-5411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

ADDITIONAL INSURED IN FAVOR OF THE CITY OF MILPITAS, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF MILPITAS, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT. 30 DAY NOTICE OF CANCELLATION IS INCLUDED ON THE POLICIES.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s) Or Organization(s):	**Location(s) of Covered Operations**
As required by written contract.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Terracare Associates, LLC		
Policy Number	A6CG97761101	Endorsement No.	
Policy Period	5/16/2011 - 5/16/2012	Endorsement Effective Date:	5/16/2011
Producer's Name:	Lockton Companies, LLC		
Producer Number:	866-260-3538		

AUTHORIZED REPRESENTATIVE

5/16/2011
DATE

CG EN GN 0029 09 06

POLICY NUMBER: A6CG97761101

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV — Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: A-6CG-977611-01

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who Is An Insured:

d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:

1. The coverage or limits of this policy, or

2. The coverage or limits required by said contract or agreement.

Named Insured	Terracare Associates, LLC		
Policy Number	A6CA97761101	Endorsement No.	
Policy Period	5/16/2011 - 5/16/2012	Endorsement Effective Date:	5/16/2011
Producer's Name:	Lockton Companies, LLC		
Producer Number:	866-260-3538		

AUTHORIZED REPRESENTATIVE

5/16/2011
DATE

CA EN GN 0020 03 07

OLD REPUBLIC GENERAL INSURANCE CORPORATION

EARLY NOTICE OF CANCELLATION PROVIDED BY US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Common Policy Conditions, A. Cancellation, 2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Name Insured written notice of cancellation at least:

   a. TEN (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. NINETY (90) days before the effective date of cancellation if we cancel for any other reason.

Named Insured	Terracare Associates, LLC		
Policy Number	A6CA97761101	Endorsement No.	
Policy Period	5/16/2011 - 5/16/2012	Endorsement Effective Date:	5/16/2011
Producer's Name:	Lockton Companies, LLC		
Producer Number:	866-260-3538		

AUTHORIZED REPRESENTATIVE

5/16/2011
DATE

CA EN GN 0017 09 06

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

CANCELLATION PROVISION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Part Six - Conditions, Item D. Cancellation, Number 2, is changed to read:

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect, unless cancellation is for nonpayment of premium, in which event our obligation is mailing not less than 10 days prior to the effective date of cancellation. Mailing notice to you at your mailing address shown in Item 1 on the Information Page will be sufficient to prove notice.

Named Insured	TERRACARE ASSOCIATES, LLC		
Policy Number	A-6CW-977611-01	Endorsement No.	000
Policy Period	05/16/2011 to 05/16/2012	Endorsement Effective Date:	05/16/2011
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007006		

2-7Kelg

AUTHORIZED REPRESENTATIVE

5/16/11

DATE

WC 99 03 14 (01/07)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT.

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/16/2011 Policy No. A6CW97761101

Endorsement No. 000

Insured TERRACARE ASSOCIATES, LLC

Premium $

Insurance Company

Countersigned by

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WC 00 03 13
(Ed. 4-84)
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OLD REPUBLIC GENERAL INSURANCE CORPORATION

AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B. – General Conditions, 5. – Other Insurance, a. is replaced by the following:

a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is excess over such other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own;

(2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is excess over such other collectible insurance.

Named Insured	Terracare Associates, LLC		
Policy Number	A6CA97761101	Endorsement No.	
Policy Period	5/16/2011 TO 5/16/2012	Endorsement Effective Date:	5/16/2011
Producer's Name:	Lockton Companies, LLC		
Producer Number:			

AUTHORIZED REPRESENTATIVE

5/16/2011
DATE

CA EN GN 0019 09 06

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section IV — Business Auto Conditions, A. — Loss Conditions, 5. — Transfer of Rights of Recovery Against Others to Us:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with a Written contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss."

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights of lien to be reimbursed for any recovery funds obtained by any injured employee.

Named Insured	Terracare Associates		
Policy Number	A6CA97761101	Endorsement No.	
Policy Period	5/16/2011 to 5/16/2012	Endorsement Effective Date:	5/16/2011
Producer's Name:	Lockton Companies, LLC		
Producer Number:	866-260-3538		

J. Kelly

AUTHORIZED REPRESENTATIVE

5/16/11

DATE

CA EN GN 0021 09 06

Christopher Schroeder

From: James Hill [JimH@abag.ca.gov]
Sent: Friday, March 23, 2012 2:03 PM
To: Christopher Schroeder
Subject: Re: Insurance for TerraCare

Chris,

Documents are approved as presented.

jim

>>> Christopher Schroeder <cschroeder@ci.milpitas.ca.gov> 3/23/2012 1:52 PM >>>
For the file please confirm our conversation of yesterday were in you approved the insurance for TerraCare Associates including the auto primary/non-contributory and the 30 day + cancellations.

Thanks!

Chris Schroeder
City of Milpitas
Purchasing Agent
408-687-1639