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## CONTRACT

Project: City of Milpitas Streetscape Landscape Maintenance and Repair Services  
Proposal No: RFP #2024  
Annual Not-To-Exceed Amount of Contract: \$125,218.00

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, the term of 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:

- 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. Proposal Form
- h. Drawings
- i. Addenda
- j. Non-Collusion Affidavit
- k. Proposer's Statement Regarding Insurance Coverage
- l. Worker's Compensation Insurance Certificate
- m. Contractor's Nondiscriminatory Employment Certificate
- n. Contractor's Proposal
- o. Subcontractors List
- p. Certificate of Compliance
- q. Integrated Pest Management Plan

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. Per the email from Bill horn dated May 29, 2012 at 8:07 AM, (attached) the term of the contract shall be changed to two (2) years with three (3) single year renewal options. This change is reflected in the RFP.

2. Based on the email from Bill Horn dated May 29, 2012 at 2:57 PM (attached), only routine maintenance of the irrigation systems is included in the Addendum #3 REVISED PROPOSAL FORM item 2) e. "Irrigation System Maintenance"; is therefore reduce to \$4,998.00 the same change is made for item 3) "LLMD 98-1 Assessment District", "Area A" is reduced to \$1,960.00 and "Area B" is reduced to \$3,260.00 for a total contract reduction of \$9,318.00. Terracare agrees to assume responsibility for repairs to 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.

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

\_\_\_\_\_  
Title

Business Tax Compliance: Certificate No. \_\_\_\_\_

Approved As  
To Content:

\_\_\_\_\_  
Steve Erickson, City Project Manager

Approved As  
To Form:

\_\_\_\_\_  
Michael J. Ogaz, City Attorney

ATTEST:

By

\_\_\_\_\_  
Mary Lavelle, City Clerk

**Christopher Schroeder**

**From:** Steve Erickson  
**Sent:** Tuesday, May 29, 2012 3:37 PM  
**To:** Christopher Schroeder  
**Cc:** Kathleen Phalen  
**Subject:** RE: Milpitas Streetscaping  
**Importance:** High  
**Attachments:** feeschedule City of Milpitas.rtf

Hi Chris, Terracare's revised proposal shaves \$9,318 from the RFP total by removing the requirement for irrigation repairs as included in the contract.

Bill Horn provided the extra fee schedule for the agreement attached. Supposedly this was negotiated into the Park's contract, thou I don't have a copy to verify. Unless you disagree with rates, my suggestion is to move forward with these changes to the contract. Thx

---

**From:** Bill Horn [mailto:bhorn@terracareassociates.com]  
**Sent:** Tuesday, May 29, 2012 2:57 PM  
**To:** Steve Erickson  
**Cc:** Christopher Schroeder; Kris Dasso; Mike Farrell  
**Subject:** Milpitas Streetscaping

Steve and Chris,

Here are the price changes we discussed. We removed costs for irrigation system repairs that are not specifically caused by our firm. See #3 of Parks Maintenance Service Contract for relevant language. I have attached our Extra Work Fee Schedule.

**Work Item 2e.**

New price - \$4,998.00

**Work Item 3 LLMD 98-1**

Area A  
New price - \$1,960.00

Area B  
New price - \$3,260.00

Thank you for your consideration.

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

5/29/2012

**Christopher Schroeder**

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**From:** Kathleen Phalen  
**Sent:** Tuesday, May 29, 2012 2:37 PM  
**To:** Christopher Schroeder, 'Bill Horn'  
**Cc:** Steve Erickson  
**Subject:** RE: Streetscapes contract

Chris, I accept these changes.

Thanks, Kathleen

---

**From:** Christopher Schroeder  
**Sent:** Tuesday, May 29, 2012 11:19 AM  
**To:** 'Bill Horn'  
**Cc:** Steve Erickson; Kathleen Phalen  
**Subject:** RE: Streetscapes contract

Agreed. Steve and Kathleen please acknowledge these changes by return email. Steve please provide the updated contract change language as soon as possible. Today would be better, but Donna can't wait past noon tomorrow at the absolute latest.

Thanks!

---

**From:** Bill Horn [mailto:bhorn@terracareassociates.com]  
**Sent:** Tuesday, May 29, 2012 8:07 AM  
**To:** Christopher Schroeder  
**Subject:** Streetscapes contract

Good morning Chris,

We would like to set up the Streetscapes contract language to mirror that of the parks in regards to these items: 1. Duration – 2 years plus 3 one year options. 2. Include the same language for the Extra Work using the Extra Work Fee schedule we provided for the parks. That way everything is the same and no confusion will be created.

Thank you for your consideration. We look forward to working with you and your team.

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](mailto:bhorn@terracareassociates.com)

**TERRACARE**  
ASSOCIATES



 Please consider the environment before printing this email.

5/29/2012

**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%
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City of Milpitas  
**NOTICE**  
**REQUEST FOR PROPOSALS**  
**RFP 2024**

**Streetscape Landscape Maintenance and Repair Services**

Notice is hereby given that sealed proposals will be received at the Purchasing Office, until **May 18, 2012 at 2:00 PM** local time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to:

**Providing Streetscape Landscape Maintenance and Repair Services, including all aspects of landscape and irrigation equipment maintenance, related repair services, and weed control of specified roadway ditches, sidewalks, trails, parking lots, and walking paths, pedestrian access tunnels, street medians, Fire Stations, Pump Stations, Hillside Communications Tower Site, Caltrans interchange areas, and other specified City properties and rights-of-way in accordance with the City of Milpitas plans, specifications and contract documents.**

**SUBMITTING THE PROPOSAL:** (a) *The City of Milpitas prefers that proposals be submitted electronically.* Electronic proposals may be submitted through a secure mailbox at Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches Public Purchase before the closing date and time. There is no cost to the supplier to submit City of Milpitas proposals electronically via Public Purchase. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate WORD or PDF files. (c) If the supplier chooses to submit the proposal directly to the City in writing: The proposal 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 proposal reaches The City of Milpitas Purchase Division, by either method, before the closing date. Proposals, 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 408-586-3161.

Registration. All Proposers must register on Public Purchase. To receive registration instructions call the purchasing Agent at 408-586-3161 or email a request for registration instructions to [cschroeder@ci.milpitas.ca.gov](mailto:cschroeder@ci.milpitas.ca.gov).

Pre-Proposal Conference. A **MANDATORY** pre-proposal conference will be held at **10:00 AM on May 11, 2012** 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 Proposers 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 Proposer 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 Proposer shall also have no less than **five (5) of years of experience** in the magnitude and character of the work proposal.

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.

Chris Schroeder  
Purchasing Agent  
City of Milpitas



**Request for Proposal**  
**for**  
**City of Milpitas**  
**Streetscape Landscape Maintenance and Repair**  
**Services**

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

Date of Issuance: May 3, 2012  
**Proposal Deadline: May 18, 2012**

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## SCOPE OF WORK

### Streetscape Landscape Maintenance and Repair 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. Refer to the documentation and the exhibits attached

#### PART 1 – GENERAL WORK REQUIREMENTS

##### 1.1 SUMMARY

- A. Nature of Work. The City is seeking a Contractor to provide all aspects of streetscape landscape maintenance and related repair services including weed control for the areas specified, for all areas identified in this RFP.

The scope of work of this contract will include all labor, plants, tools, equipment, transportation, implements, insecticides, fungicides, fertilizers, fees, and other necessary items.

The City of Milpitas has four Fire Stations, five Water Pumping Stations, one Main Sewage Pumping Station, 12 Storm Pumping Stations, a Communications Antenna Site, Police Dog Training Park, Police gun range, and Berryessa and Coyote Creek walking trails, and a park-n-ride parking lot which require routine weed abatement, litter pick-up, and landscape maintenance. In addition, the City provides litter, weed abatement, and landscape maintenance of City owned roadway ditches, street medians, select portions of the State Caltrans right of way at the 880/Calavers (237), 880/Montague Expressway, 680/Calaveras Blvd, 680/Jacklin Road intersections.

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 landscape, irrigation and plant repair work as directed by the City.

Change Orders or Additions. The City reserves the right to add additional work areas to the contract as they are completed or come off contract with other companies. Compensation for additional similar work shall be based on the contract hourly rate schedule 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. The City has a central irrigation control system for a portion of its irrigation system.
4. The Contractor shall submit a WEEKLY IRRIGATION SYSTEM REPORT that notes visual observations from site inspections, and responses to the central irrigation system alarm reports. A weekly meeting will be scheduled with the City and the Contractor to review the Contractor's report.
5. The Contractor shall submit a MONTHLY INVOICE for payment of work completed during the previous month, and attach backup documentation for all labor and materials used, and the location of all work, including but not limited to the
  - i. MONTHLY MAINTENANCE CHECKLIST
  - ii. WEEKLY IRRIGATION SYSTEM REPORTS
  - iii. Delivery tickets and receipts for materials used
  - iv. Pesticide/Herbicide use reports

## 1.3 QUALITY ASSURANCE

### A. Qualifications

1. The Contractor shall have an 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 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 turf areas shall be fertilized twice a 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, or as recommended for healthy turf.

C. Herbicides, Insecticides, and Fungicides

1. The Contractor shall minimize reliance on chemical usage. Refer to Section 3.6 – Pesticide and Herbicide Applications.
2. Best quality materials in the original manufacturers' containers, properly labeled with guaranteed analysis.
3. 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 proposal. 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 - Safety

A. Public Safety

1. It is the Contractor's responsibility to provide for the safety of traffic and the public. This includes responsibility to inspect, and identify conditions that render any portions of the jobsite unsafe. The City shall be notified immediately of any unsafe conditions that requires major correction. The

Contractor shall be responsible for making minor corrections, including, but not limited to; filling holes in median areas, using barricades or traffic cones to alert the public to the existence of hazards, and replacing valve box covers. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall, at his expense and without cost to the City, furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and take other protective measures as are necessary to prevent accidents, damage or injury to the public.

2. The Contractor shall provide formal Traffic Control Training to its employees at least every 9 months.

B. Traffic Control

1. Traffic control including the use of cones, barricades, advance warning signs, flagmen, etc., shall comply with the standards of the State of California Department of Transportation. Construction signs, lights, barricades, etc. shall conform to the latest revision of the Manual of Warning Signs, Lights and Devices For Use In Performance of Work Upon Highways, by the California Department of Transportation.
2. Traffic lanes and sidewalks shall be kept open at all times unless a detour is provided except when maintenance work may require temporary closing of the lane immediately adjacent to the work area. At no time shall there be less than one traffic lane open in each direction. The Contractor shall minimize closing of traffic lanes by parking maintenance vehicles for loading and unloading of materials and landscape maintenance equipment in the left hand turn lanes(s) at the beginning of the median taper. Appropriate safety devices such as traffic cones, warning signs, early warning safety directional boards and/or barricades shall still be used as required. Lane closures shall not occur during the times or in the directions of the traffic commute. Proposed lane closures for maintenance shall first be approved and coordinated with the City.
3. The Contractor shall conduct maintenance operations so as to offer the least possible obstruction to the public and to abutting property owners. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall, at his own expense and without cost to the City, 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 his 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.
4. If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, the City reserves the right to install or have installed the

necessary lights, barricades, etc. The cost involved shall be deducted from any money due or to become due to the Contractor.

5. No material or equipment shall be stored on City property without first obtaining approval from the City. Any materials or equipment brought to the site for use during any one day shall be placed where it will not interfere with the free and safe passage of traffic and pedestrians. Such materials and equipment shall be removed at the end of the day or when maintenance operations are suspended for any reason.
6. The Contractor shall adhere to all Cal-OSHA and Department of Transportation standards and requirements and take all necessary safety precautions to insure that maintenance work does not endanger the health and safety of the public or cause hazards to the safety of landscape maintenance employees.

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 Contractor's 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.
- E. All areas within the work sites are to be kept free of weeds and volunteer tree growth. This includes but is not limited to, all bare dirt areas and any weed growth within the ground cover and shrub plantings. Pedestrian walkways, medians, roadsides, ditches and other paved areas are to be kept weed free at all times; this includes the area that extends two feet from the face of the curb into the street area.
- F. Maintain trails, pathways, and roadway ditches in a safe, trash, and debris-free condition. Trees must be kept 8 feet above walking paths. Weeds must be kept back at least 2 feet and shall be maintained so that weeds are no taller than 3 inches high.
- G. The Contractor shall comply with all rules, regulations, and license requirements of the California Department of Pesticide Regulation, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of work on the contract.
- H. All chemical applications are to be made with Contractor furnished Written Recommendations. Contractor is to supply the City with copy of Recommendations. Spray containers and equipment shall not be emptied or cleaned out at the site. Spray materials shall be non-staining.

#### 3.4 IRRIGATION SYSTEM MAINTENANCE

- A. The existing irrigation system is a Rainmaster Evolution (DX2) 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.

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 turf areas shall be fertilized two 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.
- D. The Contractor shall follow all applicable California Department of Pesticide Regulations requirements for the safe use and handling of pesticides, and for adherence to label instructions.
- E. No restricted use pesticides shall be used without the prior consent of the City. All requirements for the use of restricted materials, including the filing of the Notice of Intent, shall be the responsibility of the Contractor.
- F. **The AWARDED contractor shall comply with the requirements of "Attachment A – Pesticide Application."**

### 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 weekly to a height of 2" to 2 1/2" from November through February, and 2 1/2" to 3" from March through October, or as required for maintaining neat, healthy turf.
  6. Contractor must use mulching mowers and all turf cuttings shall be mulched into the site.
- C. All turf edges shall be trimmed after each cutting or as necessary to maintain a neat, trim appearance.
1. Trimming shall include cutting all grasses along walls, fences, poles, guy wires and edging all grasses along curbs, sidewalks, mowing strips or any other objects within or immediately adjacent to lawn areas.
  2. Grasses 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, 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. Vertical cut 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.
- F. Shrubs shall be pruned as necessary to encourage healthy, natural growth patterns for each specific variety. Pruning shall include thinning, shaping, and removing dead or diseased branches. Shrubs which may restrict visibility, such as those adjacent to left hand turn lanes or those within 100 feet of any intersection shall be kept within the height range of 12" – 36" as measured from the street level.

All shrubs shall be pruned back to clear all roadways, curbs, gutters and sidewalks. Shrubs shall not block signs, utilities, utility meters or any other facilities located within the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned so as to minimize blockage of irrigations spray patterns.

- G. Groundcovers such as ivy, ice plant, Lily, etc., shall be kept trimmed behind top of curb lines at all times, and out of drainage ditches, kept out of inter planted shrubs and trees, trimmed to keep all signs, poles, guard rails, and utility meters clear. Maintenance shall include removing all spent flowers immediately following the flowering season.
- H. 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 the Contractor. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of 12 feet.

All trees within Contractor work zone and area of responsibility shall be pruned by qualified personnel using horticulturally sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and healthy, natural appearance. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed.

Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately reported to the City, which shall have the responsibility for cleanup of such trees and large limbs. Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the Police Department immediately. Any small branches which fall or are blown down from median plantings, causing no damage, shall be removed and disposed of by the Contractor.

#### 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

**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.

**Trail/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 kept free of litter, broken glass, pop tops and other debris. Asphalt and concrete pathways shall be cleaned of sticky or unsightly residue, gum, etc.

**Parking Lot cleaning:** All trash and leaves must be removed twice a month or as needed at the four Fire Stations and Pump Stations, and the City Main Street parking lot under the 237 overpass.

**Service requests:** Contractor shall 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 shall 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 3 to 5 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 10-20 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 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.

#### 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 form(s) provided, the Proposer shall provide a total proposal amount. The proposal amount shall be broken up into three components:

a. Proposal for Regularly Scheduled Work: A Lump Sum proposal price for all labor, materials and overhead for all *regularly scheduled* landscape maintenance, repair, weed abatement and operation costs is required. For the regularly scheduled frequency of required tasks and services, attention is drawn to the frequencies listed in the proposal forms and the text of the RFP documents and provisions.

b. \$25,000 Allowance for Emergency “As Needed” Work. The Contractor shall include an allowance of \$25,000.00 for on-call or as needed emergency call-out work, or after normal work hour 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 separate sheets, Proposer shall provide regular and overtime hourly labor rates for all classes of personnel to be assigned to the project.**

c. 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 Contractor, 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.

2. **Cover Letter** – The cover letter shall introduce the Proposer and summarize its qualifications. The cover letter is to contain the names, title, and 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 (or any other classification applicable to the work specified in the contract) 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 by name, any individuals assigned 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 Form**
  - f. **Subcontractors List**

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 Proposer 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:**

City Contract for Providing Services – The selected Contractor will be required to execute a Contract for providing the specified services for the City. This Contract shall follow the form of the attached SAMPLE CONTRACT. All Proposer's are directed to particularly review the indemnification and insurance requirements set forth in "Exhibit A – Insurance Requirements – General".

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- (120) 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 bid before submitting to the City. **Any bid submitted that does not acknowledge on the form provided any questions answered on Public Purchase and/or every addenda issued may be considered non-responsive.**

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

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The 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. Quality and responsiveness of the proposal
2. Demonstrated competence, qualifications and C-27 licensing necessary for satisfactory performance of the work required by the City
3. Recent experience in successfully performing similar services
4. Proposed approach in completing the work
5. References
6. Background and related experience of the specific individuals to be assigned to this project
7. Regular and overtime hourly rates
8. Proposed compensation

The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Milpitas.

Discussions may, at the City of Milpitas' sole option, be conducted with responsible Proposer's 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
Quality and responsiveness of the proposal	15
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
References	10
Background and related experience of the specific individuals to be assigned to this project	10
Regular and overtime hourly rates	10
Proposed compensation	25

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 Proposer 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. Both terms refer to the party entering into a contract with the City of Milpitas as a result of this solicitation.
- 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 shall 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. Proposers shall submit as part of their proposal documents the completed "Non-Collusion Affidavit" provided herein.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on page 19, 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.

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 proposed. 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. 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.

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.

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 proposal and the proposal 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 via e-mail notification to all registered Proposers.**

The cut-off for submitting questions is **2:00 PM May 16, 2012**. 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.

**City of Milpitas**  
**Steve Erickson, CIP Manager**  
**455 E. Calaveras Blvd.,**  
**Milpitas, CA 95035**  
**(408) 586-3301**

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 their local office. 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.

**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, minor routine repair parts, 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 and equipment such as traffic control facilities, flag persons, 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.

#### **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 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 proposal 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 as Lump Sum on the proposal form.** 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 PROPOSER 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 list 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.

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.

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.

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

**Subcontractor's agreement shall be include as part of the proposal submitted in response to this RFP.**

SUBCONTRACTOR COMPETENCY. The Successful Proposer will be required to establish to the satisfaction of the City of Milpitas the competency, reliability and responsibility of the subcontractors proposed to furnish or perform the work described in the contract documents. Before the award of the

contract, the City of Milpitas will notify the Proposer in writing if, after due investigation, the City of Milpitas has reasonable objection to any proposed subcontractor. If the City of Milpitas has reasonable objection to any subcontractor the Proposer shall submit an acceptable substitute person to the City of Milpitas. Persons and entities proposed by the Proposer to be used as subcontractors, and to whom the City of Milpitas has made no reasonable objection, must be used on the work for which they were proposed and shall not be changed except with the written consent of the City of Milpitas.

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

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

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

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

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 Proposal, page 1, section "SUBMITTING THE PROPOSAL" (a), (b).**
- b. **Responsibility.** Proposers are solely responsible for ensuring their proposal is received by the City of Milpitas in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong City of Milpitas office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** The City of Milpitas reserves the right to extend the Submittal Deadline when it is in the best interest of the City of Milpitas.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal must include the forms furnished by the City of Milpitas
- f. **Late Proposals.** The Submittal Deadline is FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.
- g. **Sealed.** HARD COPY proposals MUST BE submitted in a sealed envelope or box.

SUBMITTAL DEADLINE. **The Submittal Deadline is May 18, 2012, 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 thirty (30) days written notice to the supplier/Contractor. *with cause*, the City of Milpitas may cancel this contract at any time with ten (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the City of Milpitas Purchasing Agent.

CHANGES IN WORK. The City of Milpitas may, at any time work is in progress, by written order 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 regular hourly and overtime rates included in the Contractor's proposal.

CITY REPRESENTATIVE. Steve Erickson, CIP Manager, City of Milpitas, 455 E. Calaveras Blvd. Milpitas, CA 95035, (408) 586-3301 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, 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%.

**SPECIAL PROVISIONS  
FOR  
EQUIPMENT & MATERIALS  
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, parts, and equipment including, but not limited to, irrigation systems and equipment, etc. must be new, and 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.

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 area, 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 in the same area 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 area.

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- Insurance Requirements – General*" 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.

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.

**PROPOSAL FORM**  
**Streetscape Landscape Maintenance and Services**  
**RFP # 2024**

**To Be Submitted With HARD COPY Proposal or Uploaded Directly Into Public Purchase**

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

From: \_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
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.

**Request for Proposal No. 2024 for Streetscape Landscape Maintenance and Repair Services**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

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

**By checking the blank after questions and/or filling in the number after addenda, Bidder acknowledges receipt of questions (if any) \_\_\_\_\_ and Addenda Number(s) \_\_\_\_, \_\_\_\_, and \_\_\_\_.**

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

**Job Activity and Frequency Schedule**

Job Activities	Frequency
<b>1) Turf Areas:</b>	
Mowing & Edging	Weekly
Thatching, Aerating, Fertilizing	Twice annually & as needed
a. #8 Calaveras Median (Approx. 24,000 sf)	
b. #21 Escuela Parkway Median (Approx 130,000 sf)	
c. #35 Kevinair mini park (Approx 66,000 sf)	
d. #52 Neil McKenzie mini park (Approx 106,000 sf)	
e. #54 Pasio Refugio (Approx 430,000 sf)	
f. #55 Picot Park (Approx 103,000 sf)	
<b>2) Weed Control:</b>	
Manual Removal all Areas (Approx. 84,000 lf)	Once annually & as needed
Levee Areas - Manual Removal Only	Once annually & as needed
Ditch Areas (26,000LF) - Manual Removal Only	Once annually & as needed
Caltrans Interchange Areas Manual Removal Only	Once annually & as needed
Spray Roadsides (Approx. 54,000 lf)	Once annually
Spray Medians (Approx. 47,000 lf)	Once annually
Spray PD Dog & Gun Range Areas & Communications Tower	Once annually
Spray Country Club Dr. Area	Once annually
Spray Pump Station Areas	Once annually
Spray Fire Station #1, 2, 3, 4	Once annually
Spray Roadside Embankment Areas	Once annually
Main Street Parking Lot (Under Route 237)	Once annually
<b>3) Pruning Shrubs, Trees, Ground Cover, Renovation:</b>	
Fire Station #1, 2, 3, 4	Twice annually & as needed
Pump Station Areas	Twice annually & as needed
Street Median & Streetscapes	Twice annually & as needed
Ornamental grasses & Roses	Twice annually & as needed
Trail and Pathway Areas	Twice annually & as needed
Fertilize & Mulching All Areas	Twice annually
<b>4) Irrigation Program Maintenance:</b>	
Controller Scheduling	Three times annually & as needed
System Check-out, testing and repair	Continuous & as needed

<b>5) Trash Pick-up, &amp; General Site Clean-up:</b>	
Street Median - Hardscape areas	Monthly & as needed
Fire Station #1,2, 3, 4 Parking Lot Areas	Monthly & as needed
Pump Station Areas	Monthly & as needed
Trail & Pathway Areas	Monthly & as needed
Spray PD Dog & Gun Range Areas & Communications Tower	Monthly & as needed
Main Street Parking Lot (Under Route 237)	Monthly & as needed
Pump Station Areas	Monthly & as needed
Pedestrian Tunnel - Abel Street	Monthly & as needed

**TOTAL ANNUAL MAINTENANCE CONTRACT**

1) Sub Total Base Proposal (Lump Sum) .....\$ \_\_\_\_\_

2) On-Call Emergency Response Allowance **Add \$25,000.00**

**(Submit regular and overtime rates for all classes of Personnel to be assigned to the project)**

**Total Price Proposal (Written in figures) .....\$ \_\_\_\_\_**

**Total Price Proposal (Written in Words) .....\$ \_\_\_\_\_**

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

**STATE CONTRACTORS LICENSE CLASS AND NUMBER**

**Contractors' License Number** \_\_\_\_\_

**Contractors' License Class** \_\_\_\_\_

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 \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

CONTRACTORS REPRESENTATIVE. \_\_\_\_\_ (name) 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.

\_\_\_\_\_  
Company Name of Proposer

\_\_\_\_\_  
Mailing Address (PO Box or street)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

**"Non-Collusion Affidavit"**

**In Accordance With Public Contract Code §7106, The Following Affidavit Must Be Executed  
By Proposer And Submitted With HARD COPY Proposal or Uploaded Directly Into Public  
Purchase**

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 VP (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 proposing; 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."

5/18/12 (Date)                      Martinez (Signed at (Place))

TerraCare Associates (Proposer Name)                      [Signature] (Authorized Representative)  
(Person, Firm, Corp.)

921 Arnold Dr (Address)                      Bill Horn (Representative's Name)

Martinez, Ca 95133 (City, State, Zip)                      VP (Representative's Title)

Contractors' License Class C 27 935152

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 \_\_\_\_\_ No X Initials M.F.

CONTRACTORS REPRESENTATIVE. Kris Oasso (name) 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.

Terracane Associates - LP  
Company Name of Proposer

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

Martinez, Ca 94553  
City, State, and Zip Code

[Signature] v.p.  
Name of Authorized Representative

~~AAA~~

V.P.

Signature

Title

Limited partnership

Type of Business (Corp, Partnership, Sole Proprietorship)

(925) 374-0060

(925) 374-0065

Telephone Number

Facsimile Number

**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)

Bill Horn - V.P.

Signature of Proposer's Authorized Representative

 V.P.

Name & Title of Authorized Representative

5/18/12

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 proposal 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 proposals, the Contractor is a "disqualified proposer" 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 proposer" 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.

 V.P.

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

Bill Horn V.P.

\_\_\_\_\_  
Name & Title of Authorized Representative

5/18/12

\_\_\_\_\_  
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

<b>SUBCONTRACTORS LIST, Page 1</b> <i>All Subcontractors in excess of 1/2 of 1% of total proposal must be listed.</i>		
SUBCONTRACTOR: <span style="font-size: 1.5em; margin-left: 50px;">N/A</span>		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE:	PHONE:
CLASS:	/ /	( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE:	PHONE:
CLASS:	/ /	( )

**CERTIFICATE OF COMPLIANCE**

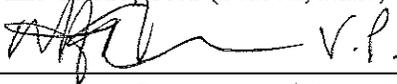
To be completed and returned by **SUCCESSFUL PROPOSER-ONLY** with Certificates of Insurance

TO: City of Milpitas

RE: Streetscape Landscape Maintenance and Repair Services RFP # 2024

This is to certify that all requirements for insurance of subcontractors as specified in RFP Number 2024 have been met.

Terracore Associates - LP  
Name of Proposer (Person, Firm, or Corporation)

 V.P.  
Signature of Proposer's Authorized Representative

Bill Horn V.P.  
Name & Title of Authorized Representative

5/18/12  
Date of Signing

**Exhibit A**  
**“Insurance Requirements - General”**

**DOWN LOAD SEPERATELY**

**Exhibit B**  
**“Streetscape Landscape Management Workplan”**  
**“Current Schedule”**

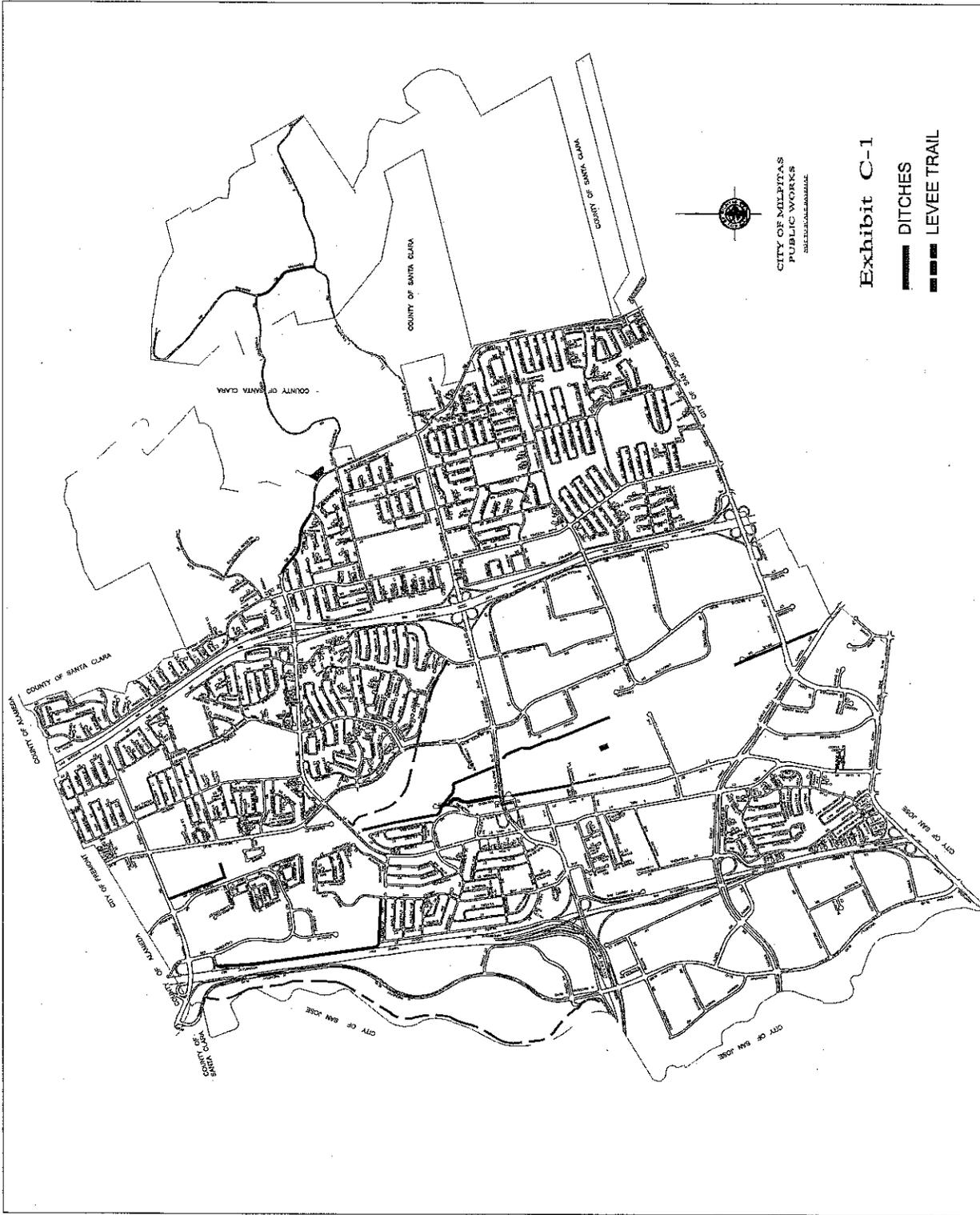
**DOWN LOAD SEPERATELY**

**Exhibit C**  
**“Maps of Maintenance Locations”**

**DOWN LOAD SEPERATELY**

### Exhibit B – Streetscape Landscape Management Work Plan

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Training</b>												
Pesticide Training												
Respirator Training												
<b>Weed Control</b>												
Manual Weed Removal												
Pre-emergent application (Landscape Areas)												
Pre-emergent application (Roadsides)												
Pre-emergent application (Tree Pits)												
Pre-emergent application (Medians)												
Post-emergent application (Caltrans R/W)												
Post-emergent application (Ditch Areas)												
Post-emergent application (PD Dog Training, Gun Range, Hillside Communication Tower)												
Post-emergent application (Country Club Dr. Areas)												
Post-emergent application (Tularcitos Tank Station, Minnis Tank Station)												
Spot application												
<b>Irrigation Systems</b>												
Controller Schedule												
System check-thru & repair, including backflow systems												
<b>Planting/Shrub Maintenance</b>												
Prune												
Renovate												
Fertilize												
Mulch												
Upper Calaveras Rd & Path Clearing												
<b>Turf Maintenance</b>												
Mow - Calaveras Median												
Thatch, Aerate, Fertilize												
<b>Specialty Plant Maintenance</b>												
Ornamental Grass												
Rose												



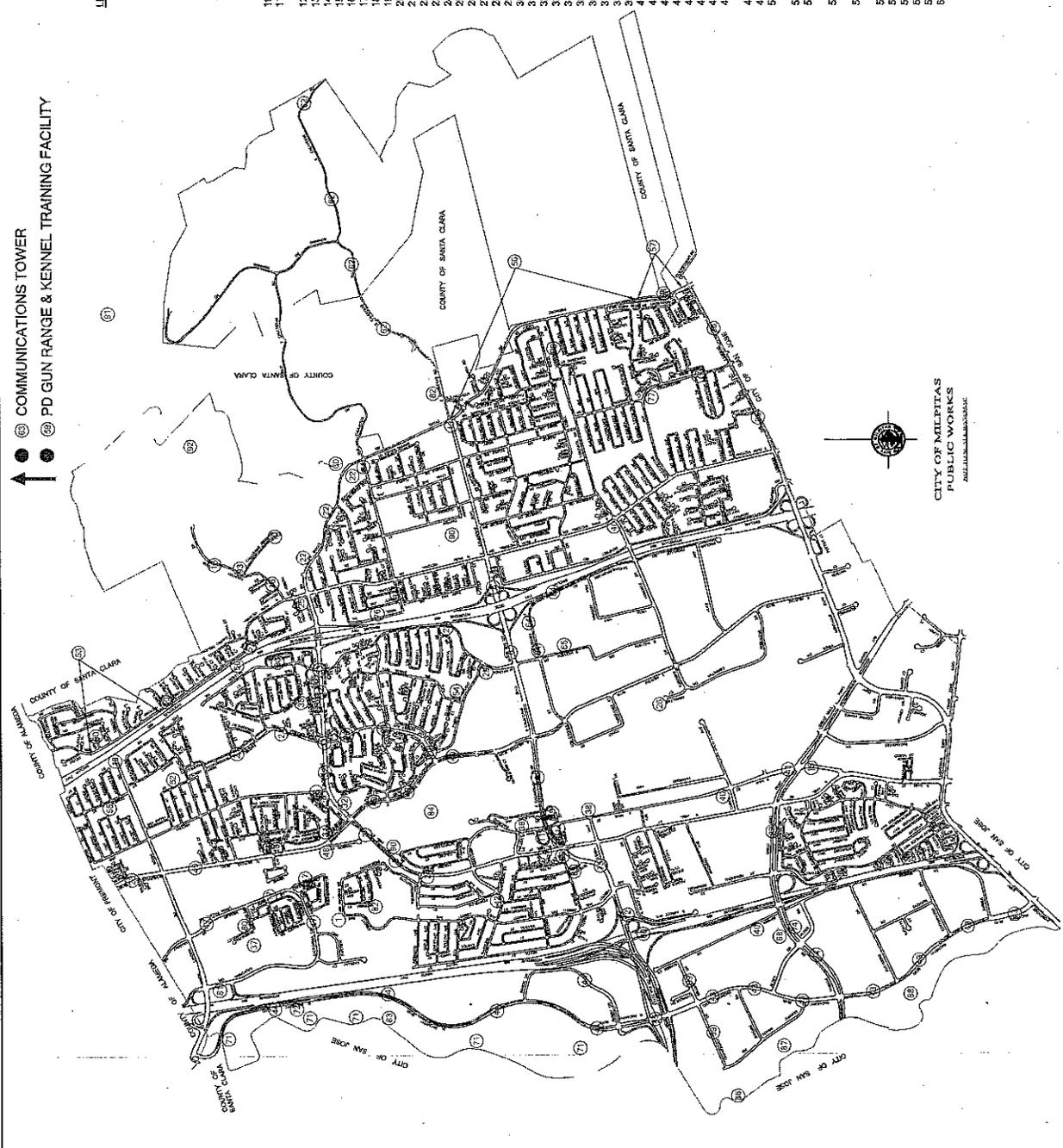
CITY OF MILPITAS  
PUBLIC WORKS  
MILPITAS, CALIFORNIA

### Exhibit C-1

— DITCHES

- - - LEVEE TRAIL

● COMMUNICATIONS TOWER  
 ● PD GUN RANGE & KENNEL TRAINING FACILITY  
 ↑



**LIST OF MAINTENANCE RESPONSIBILITIES:**

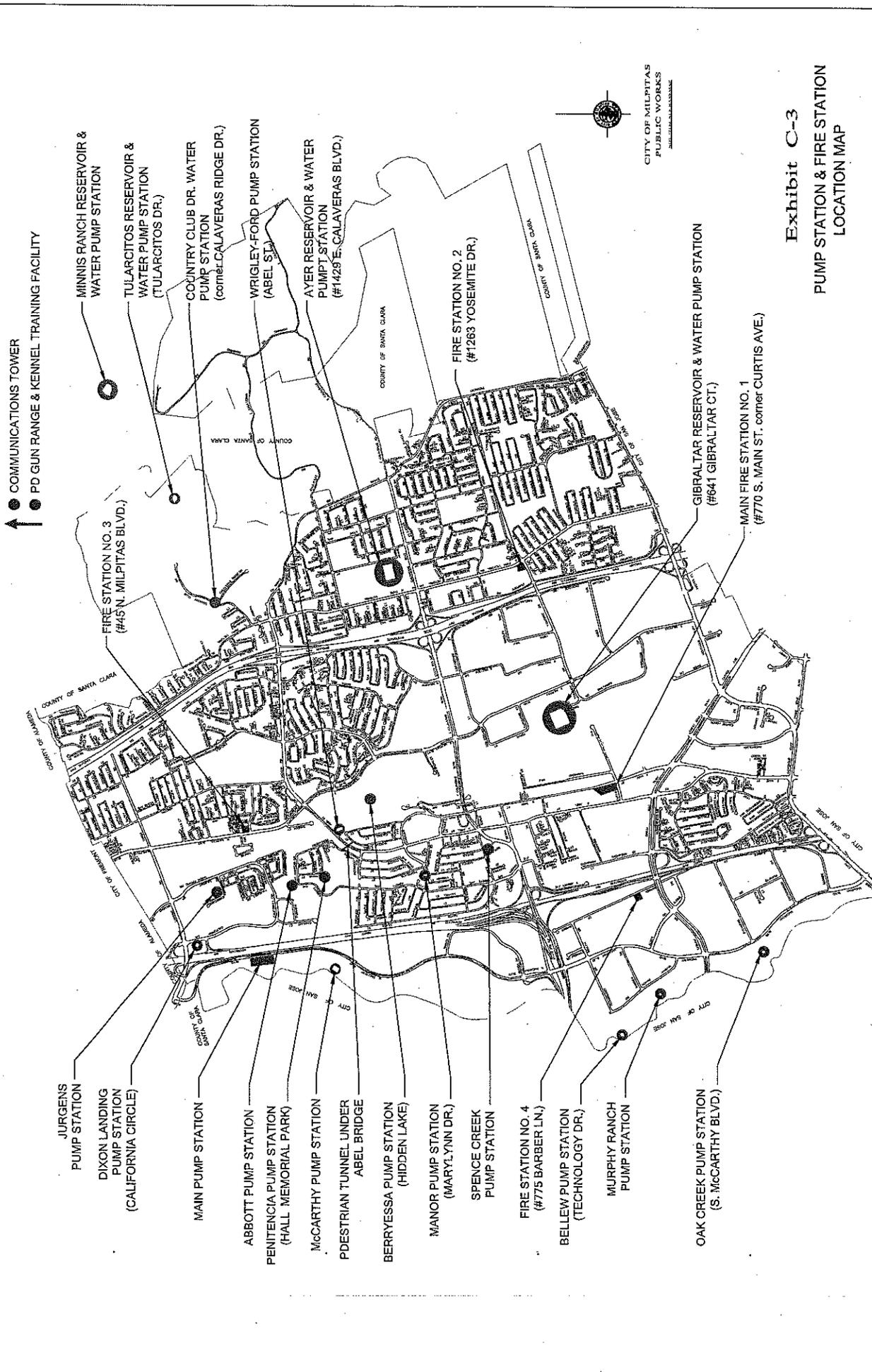
- 1: Abbott Pump Station @ Hall Fence Area
- 2: Abel Mini
- 3: Abel Street (Overpass & Medians)
- 4: Abel Street (Vasilevich Streetscape)
- 5: Abrego Street (Vasilevich Streetscape)
- 6: Abrego Street (Vasilevich Streetscape)
- 7: Backflow (58 Total)
- 8: Calaveras Blvd, Median Turf
- 9: Calaveras Blvd, (P/R overcrossing) Bank
- 10: Calaveras (Calaveras Ridge)
- 11: Calaveras (Main Street Loop)
- 12: Calaveras (Monument 237, 880)
- 13: Calaveras at Piedmont
- 14: Carlo Mini Park
- 15: Medians Great Wall Parkway
- 16: Country Club
- 17: Dixon Road
- 18: Dixon Road
- 19: East Main Street
- 20: East Main Street Office Turf
- 21: Escala Parkway Turf
- 22: Evans Road To Old Evans
- 23: Firehorn
- 24: Football Square
- 25: Fox Hollow @ Park Victoria
- 26: Gibraltar Pump Station
- 27: Gibraltar Parkway
- 28: Hillview Drive
- 29: Hillview Mini
- 30: Homajo Circle
- 31: Jacklit Court
- 32: Jackie Road
- 33: Jackie Corners
- 34: Kennedy Drive
- 35: Knappton - Hitch-Hitchy Area
- 36: Knappton - Medians
- 37: Leves
- 38: Main Street
- 39: Main Street (Library)
- 40: All 4 Fire Stations
- 41: Main Street (Median @ Abel)
- 42: Manor Pump Station
- 43: McCarty (Vasilevich to Bellway)
- 44: McCarty (Vasilevich to Bellway)
- 45: McCarty Overpass
- 46: Median Spraying
- 47: Minnot (Dixon Landing - California Circle - Summerwind Drive)
- 48: Milpitas Marinas
- 49: N. Nicholas Blvd
- 50: N. Victoria (Nicholas - Knappton)
- 51: Nicklaus Triangle
- 52: Neil McKendall - Hitch-Hitchy Area @ Coello St.
- 53: Old Dampsey Rd. (North City Limits to Rusal School)
- 54: Paseo Retajilo Flit & Paseo Retajilo Flit
- 55: Paseo Retajilo Flit
- 56: Piedmont
- 57: Piedmont (Piedmont South)
- 58: Piedmont Island
- 59: Recycle Water Site Inspections
- 60: Retention Basin (Kennedy @ Evans)

**LIST OF MAINTENANCE RESPONSIBILITIES:**

- 61: Roadside Spraying
- 62: Upper Calaveras
- 63: Upper Calaveras
- 64: Sheriff's Office LLMVD 99-1
- 65: Sheriff's Office LLMVD 99-1
- 66: Spence Court
- 67: Soundwalls
- 68: Tassman Slope @ CISCO
- 69: Technology & Bellway
- 70: Trails (Corona Creek)
- 71: Trails (Corona Creek)
- 72: Trails (Corona Creek)
- 73: Trails (Corona Creek)
- 74: Trails (Corona Creek)
- 75: West Calaveras Islands
- 76: Wood Drive at Kennedy Dr.
- 77: Yellowstone
- 78: Yosemite Mini
- 79: R237 / L860 Overpass
- 80: Jurgens Pump Station
- 81: Jurgens Pump Station
- 82: Jurgens Pump Station
- 83: McCarty Pump Station
- 84: Berryessa Pump Station
- 85: Spence Creek Pump Station
- 86: Bellway Pump Station
- 87: Murphy Ranch Pump Station
- 88: Oak Creek Pump Station
- 89: Water Pump Station
- 90: Water Pump Station
- 91: Minnis Ranch Reservoir & Water Pump Station
- 92: Tulare Reservoir & Water Pump Station
- 93: County Club Dr. Water Pump Station

**Exhibit C-2**  
**MAINTENANCE RESPONSIBILITIES**

- COMMUNICATIONS TOWER
- PD GUN RANGE & KENNEL TRAINING FACILITY



CITY OF MILPITAS  
PUBLIC WORKS  
MILPITAS, CALIFORNIA

Exhibit C-3  
PUMP STATION & FIRE STATION  
LOCATION MAP

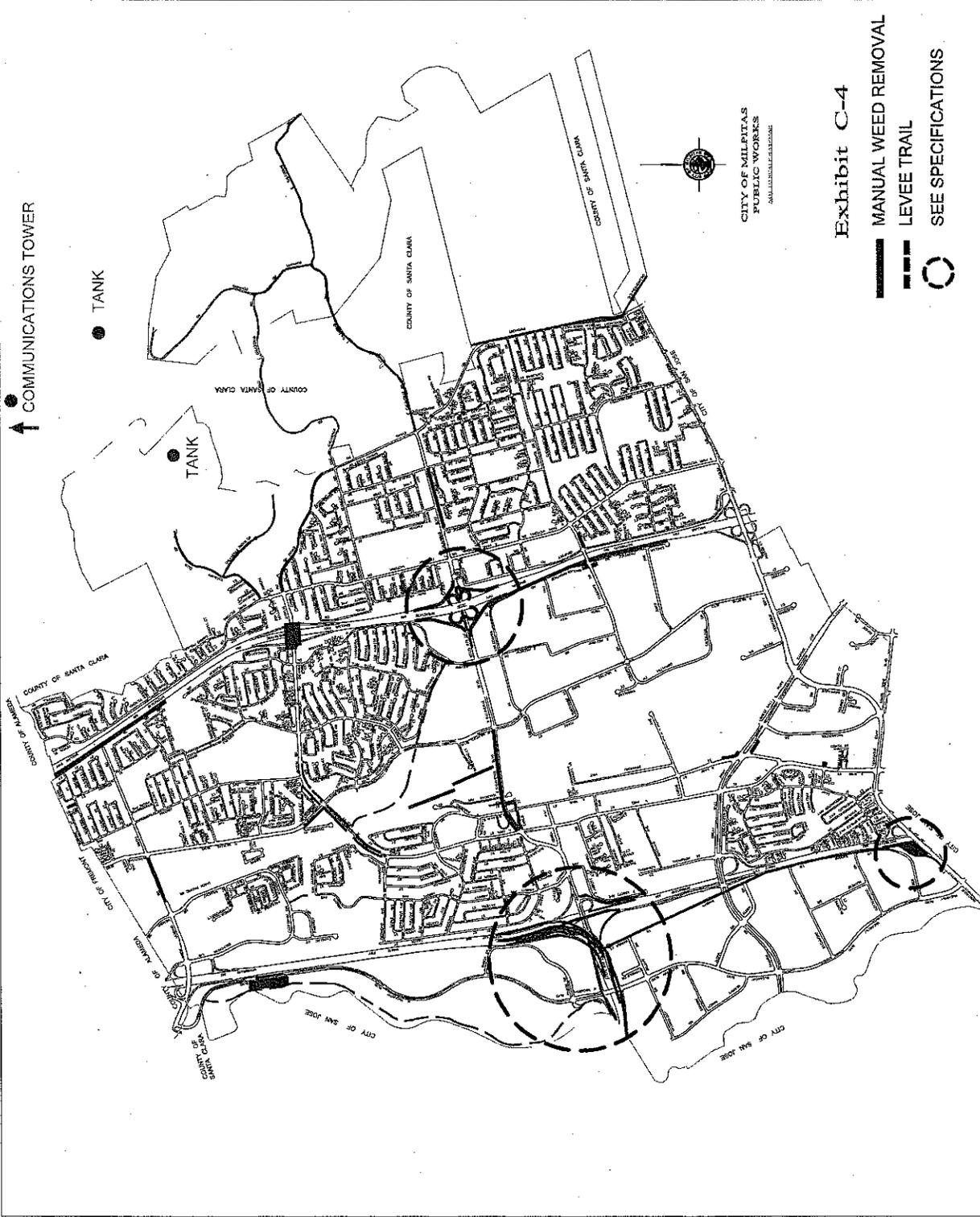
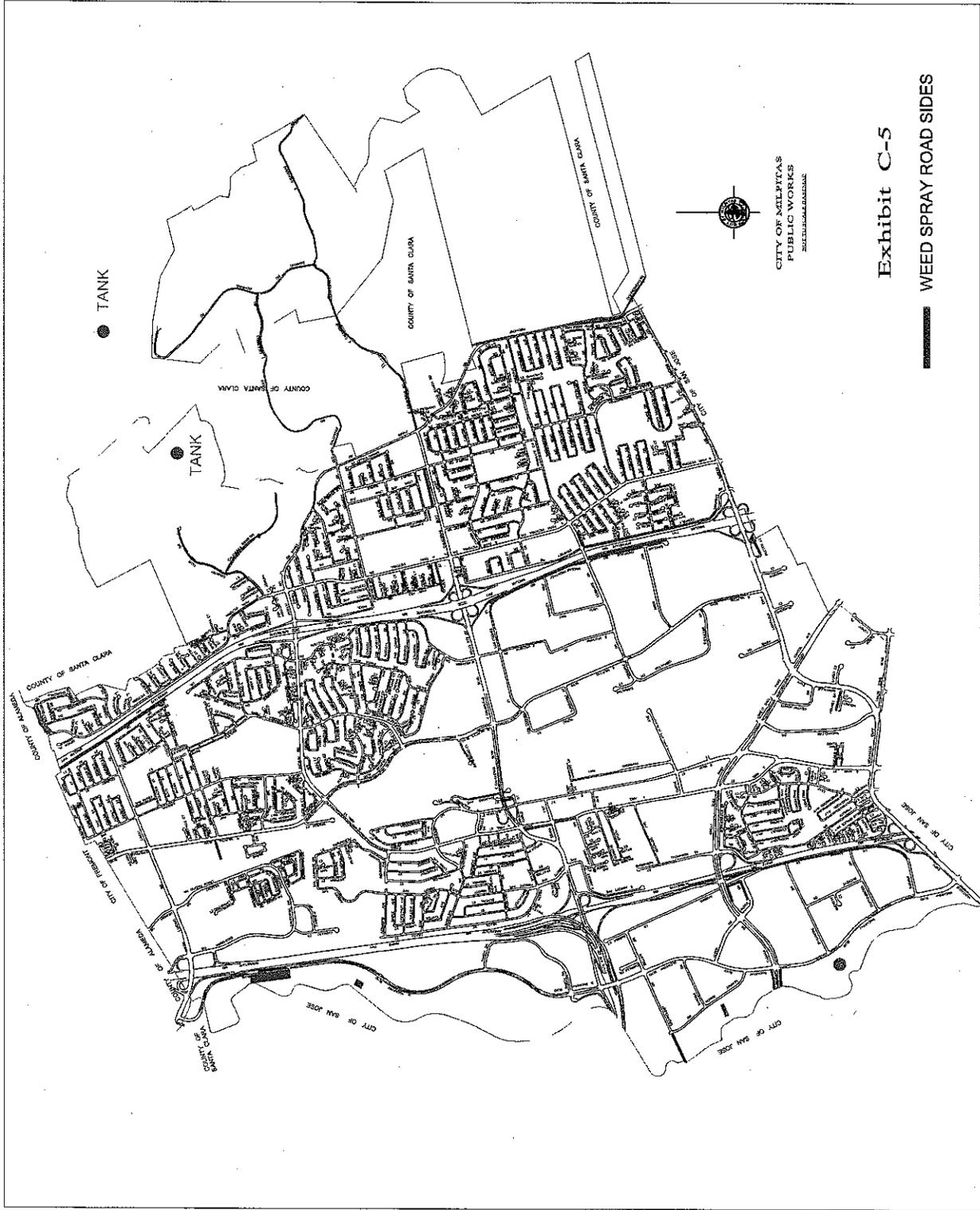


Exhibit C-4

- MANUAL WEED REMOVAL
- - - LEVEE TRAIL
- SEE SPECIFICATIONS

CITY OF MILPITAS  
PUBLIC WORKS  
MILPITAS, CALIFORNIA



**Exhibit C-5**

**WEED SPRAY ROAD SIDES**

CITY OF MELETAS  
PUBLIC WORKS  
MULTIMEDIA/ISSUANCE

TANK

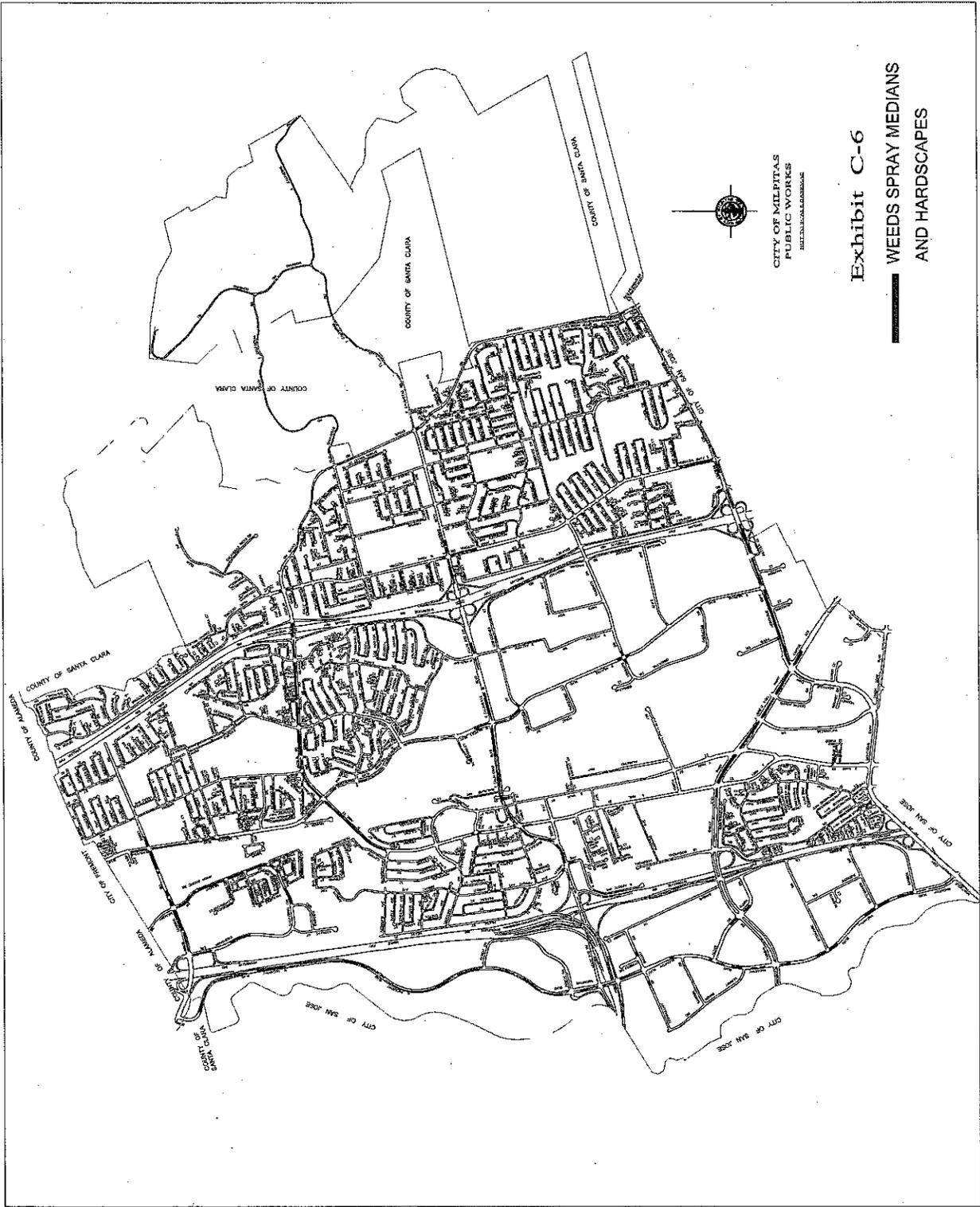
TANK

COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA

CITY OF SAN JOSE



CITY OF MILPITAS  
PUBLIC WORKS  
MILPITAS, CALIFORNIA

**Exhibit C-6**  
**WEEDS SPRAY MEDIANS**  
**AND HARDSCAPES**



## **Attachment A - Pesticide Application**

Use of pesticides and herbicides shall comply with the requirements of the California Regional Water Quality Control Board, Municipal Regional Stormwater NPDES permit, specifically Permit Provision C.9 – Pesticide Toxicity Control. The Contractor shall provide the City a copy of its Integrated Pest Management Plan for control of insect and weed pests for City approval and shall conduct its work in accordance with the requirements of its approved IPM plan

### Integrated Pest Management Plan Required

The AWARDED Contractor shall provide to the City a copy of its Integrated Pest Management (IPM) Plan, an ecosystem-based strategy to use the minimum amount of lowest toxicity pesticides feasible for the control of pests and their damage. The IPM plan shall describe strategies including physical controls such as pulling weeds, horticultural controls such as pruning, mechanical controls such as trapping, environmental controls such as applying mulch, biological controls such as monitoring predators, and use of pest-resistant plants varieties to control pesticides without the use of chemical pesticide. The IPM plan shall also state that Acute Toxicity Category I chemicals, as identified by the U.S Environmental Protection Agency (EPA), such as organophosphorous pesticides (diazinon, chlorpyrifos, malathion); pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvaleraté, lambda-cyhalothrin, permethrin, and tralomethrin); carbamates (e.g. carbaryl); and fipronil shall not be used.

The IPM Plan shall include following information:

1. **Materials and Equipment** – The material and equipment to be used shall be defined in IPM such as mechanical devices for monitoring and capturing pests.
2. **Monitoring and Detection** – The IPM shall describe the methods and procedures to be used to identify sites of pest harborage and access, and for making objective assessments of pest populations level throughout the term of the contract.
3. **Certification and Training** - Applicators shall be licensed and certified as required by the California Department of Pesticide Regulations. Applicators shall be EcoWise Certified IPM Practitioner or accompanied by an EcoWise Certified IPM Practitioner if in training. Contractor shall be registered with the County Agricultural Commissioner in the County of Santa Clara. Applicators training shall be part of this IPM.
4. **Record Keeping and Reporting** – The IPM shall provide labels and material safety data sheets for each pesticide used at each site and shall provide pesticide use records on monthly basis electronically no later than the 10th day of the subsequent month to the Milpitas Urban Runoff Program Manager at 455 E. Calaveras Blvd, Milpitas, CA 95035. The records shall include date, applicator, target pest, site treated, product name, product manufacturer, U.S. EPA's product registration number, total product used (lbs, oz, pts, gallons etc.). Contractor shall use **“Attachment B – Milpitas Contractor Monthly Pesticide Use Summary”** for reporting purposes.

Pesticides shall be used only as a last resort, with the lowest toxicity pesticides given first priority for use. Before use, the Contractor shall provide the city a written pesticide use recommendation issued by a licensed agricultural pest control advisor and shall the pesticide material safety data sheet. The pesticide use recommendation shall contain, but not be limited to the target pest, application rate, precautionary statement, and any restrictions and special conditions.

Before application, the Contractor shall ensure it displays emergency information on all vehicles carrying pesticides, and all pesticides containers shall be labeled as required by the California Department of Pesticides Regulation.





## 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: (Check Mark Indicates Required)**

Coverage must be *at least as broad as*:

- Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.
- Architects' and Engineers' coverage is to be endorsed to include contractual liability.

### **Minimum Limits of Insurance:**

Contractor must maintain limits no less than:

1. **General Liability:** **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. (Including operations, products and completed operations, as applicable.) If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
2. **Automobile Liability:** **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** Statutory  
**Employer's Liability:** **\$1,000,000** each accident  
**\$1,000,000** disease-policy limit  
**\$1,000,000** disease-each employee
4. **Professional Liability or** **\$1,000,000** each occurrence  
**Errors & Omissions** **\$1,000,000** policy aggregate  
**Liability:**

**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 of Milpitas, 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. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

**Acceptability of Insurers:**

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-VII. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

**Verification of Coverage:**

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

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

**Subcontractors:**

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors are subject to all of the requirements included in these specifications.

**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.

**Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement**



## CITY of MILPITAS

*Purchasing Division*

*455 E. Calaveras Blvd.  
Milpitas, CA 95035-5411*

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

### ADDENDUM NO. 1

## Request For Proposal No. 2024 for Streetscape Landscape Maintenance and Repair Services

5-4-12

### TO ALL PROSPECTIVE BIDDERS:

The purpose of this Addendum is to make changes to the Request For Proposal (RFP) 2024 as follows:

**1) Refer to the Scope of Work, Part 1 General Work Requirements, Section 1.1 Summary, Part A. Nature of Work. Revise the third paragraph to read as follows:**

The City of Milpitas has four Fire Stations, five Water Pumping Stations, one Main Sewage Pumping Station, 12 Storm Pumping Stations, a Communications Antenna Site, Police Dog Training Park, Police gun range, and Berryessa and Coyote Creek walking trails, and a park-n-ride parking lot which require routine weed abatement, litter pick-up, and landscape maintenance. In addition, the City provides litter, weed abatement, and landscape maintenance of City owned roadway ditches, street medians, select portions of the State Caltrans right of way at the 880/Calavers (237), 880/Montague Expressway, 680/Calaveras Blvd, 680/Jacklin Road intersections.

Refer to Exhibit C-7 For Areas Not Included in this RFP Include:

- 1) North McCarthy Ranch Landscape & Lighting Maintenance District LMD 95-1: (17 acer site) Streetscape and Median areas along the Ranch Drive loop and McCarthy Boulevard from Ranch to Dixon Landing Road.
- 2) Thompson Street from Tasman Drive to Thompson Court
- 3) Machado Street from Thomson Ct to Abel Street
- 4) Abel Street from Tasman Drive to Corning Ave.

**2) Refer to the Scope of Work, Part 3 Execution, Section 3.9 Pruning, Item H..Revise item H to read as follows:**

- H. Median and Streetscape Trees within the Contractor's area of responsibility, and 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 shall have low hanging, diseased, dead or broken branches trimmed by the Contractor. Branches overhanging pedestrian sidewalks, trails, pathways, and traffic lanes shall be kept side trimmed to face of curb line and to a height of 12 feet.

General pruning as described above shall be completed by qualified personnel using horticulturally sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and healthy, natural appearance. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed.

Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately cleared if a safety hazard, and reported to the City. Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the Police Department immediately.

**3) Refer to the Proposal Form, commencing with Page 36 and ending on page 39. Replace the entire Proposal Form Page 36 thru 39, and replace with the attached revised Proposal Form Page 36R thru 41R.**

**4) Refer to Exhibit C-2, and Exhibit C-3, and Replace with Exhibit C-2R and C-3R.**

**5) Add new Exhibits C-7 For Areas Not Included in this RFP:**

1) North McCarthy Ranch Landscape & Lighting Maintenance District LMD 95-1: (17 acer site) Streetscape and Median areas along the Ranch Drive loop and McCarthy Boulevard from Ranch to Dixon Landing Road.

2) Thompson Street from Tasman Drive to Thompson Court

3) Machado Street from Thomson Ct to Abel Street

4) Abel Street from Tasman Drive to Corning Ave.

End of Addendum.

Date: 5/7/2012  
Chris Schroeder  
Purchasing Agent  
City of Milpitas

**Addendum #1**  
**REVISED PROPOSAL FORM**  
**Streetscape Landscape Maintenance and Services**  
**RFP # 2024**

**To Be Submitted With HARD COPY Proposal or Uploaded Directly Into Public Purchase**

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

From: \_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
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.

**Request for Proposal No. 2024 for Streetscape Landscape Maintenance and Repair Services**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

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

By checking the blank after questions and/or filling in the number after addenda, Bidder acknowledges receipt of questions (if any) \_\_\_\_\_ and Addenda Number(s) \_\_\_\_, \_\_\_\_, and \_\_\_\_.

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

**Job Activity and Frequency Schedule**

Job Activities	Frequency
<b>1) Turf Areas:</b>	
Mowing & Edging	Weekly
Thatching, Aerating, Fertilizing	Twice annually & as needed
Exhibit C-2 #8 Calaveras Median (Approx. 24,000 sf)	
<b>2) Weed Control:</b>	
Manual Removal all Areas (Approx. 80,000 lf)	Once annually & as needed
Levee Areas - Manual Removal Only	Once annually & as needed
Ditch Areas, 20,000 lf, including Kennedy Drive Retention Basin Exhibit C-2, #60 Manual Removal Only	Once annually & as needed
Caltrans Interchange Areas Manual Removal Only	Once annually & as needed
Spray Roadsides (Approx. 50,000 lf)	Once annually
Spray Medians (Approx. 40,000 lf)	Once annually
Spray PD Dog & Gun Range Areas & Communications Tower	Once annually
Spray Country Club Dr. Area	Once annually
Spray Pump Station Areas	Once annually
Spray Fire Station #1, 2, 3, 4	Once annually
Spray Roadside Embankment Areas	Once annually
Main Street Parking Lot (Under Route 237)	Once annually
<b>3) Pruning Shrubs, Trees, Ground Cover, Renovation:</b>	
Fire Station #1, 2, 3, 4	Twice annually & as needed
Pump Station Areas	Twice annually & as needed
Street Median & Streetscapes	Twice annually & as needed
Ornamental grasses & Roses	Twice annually & as needed
Trail and Pathway Areas	Twice annually & as needed
Fertilize & Mulching All Areas	Twice annually
<b>4) Irrigation Program Maintenance:</b>	
Controller Scheduling	Three times annually & as needed
System Check-out, testing and repair	Continuous & as needed

<b>5) Trash Pick-up, &amp; General Site Clean-up:</b>	
Street Median - Hardscape areas	Monthly & as needed
Fire Station #1,2, 3, 4 Parking Lot Areas	Monthly & as needed
Pump Station Areas	Monthly & as needed
Trail & Pathway Areas	Monthly & as needed
Spray PD Dog & Gun Range Areas & Communications Tower	Monthly & as needed
Main Street Parking Lot (Under Route 237)	Monthly & as needed
Pump Station Areas	Monthly & as needed
Pedestrian Tunnel - Abel Street	Monthly & as needed
<b>6) Ditch Clearing &amp; Debris Removal</b> (20,000 lf) ditch, and includes Kennedy Drive Retention Basin, Exhibit C-2, #60	Annually before wet season

**ANNUAL MAINTENANCE CONTRACT**  
**Refer to Job Activity & Frequency & Exhibits**

<u>Work Item</u>	<u>Annual Fee</u>
<b><u>1) Turf Care Area (one location):</u></b> (Mowing, Edging, Thatching, Aerating, Fertilizing): Exhibit C-2 #8 Calaveras Median (approx 24,000 sf)	\$ _____
<b><u>2) Street Median &amp; Streetscape Areas:</u></b>	\$ _____
Weed Control (Manual):	\$ _____
Weed Control (Spray):	\$ _____
Pruning shrubs, ground cover, and renovation: (Includes minor median & street tree pruning for pedestrian & traffic safety)	\$ _____
Fertilize & Pesticide application (non-turf areas)	\$ _____
Irrigation Program Maintenance: (Includes inspection, adjustment, repair)	\$ _____
Trash/Litter, Debris Pick-up & Site Cleanup:	\$ _____
<b><u>3) Annual Ditch Debris Removals &amp; Clearing:</u></b> (Includes ditch clearing & debris removal of larger items other than routine trash removal or weed control. Includes Kennedy Drive Retention Basin, Exhibit C-2, #60 Preventative maintenance before wet weather )	\$ _____

**4) Maintenance Four Fire Stations:** \$ \_\_\_\_\_

(Includes complete landscape maintenance, weed control, trash/litter pick-up, pruning, irrigation program maintenance, All work items including weed control, pruning, irrigation program maintenance as shown in the job activities/frequency table)

**5) Maintenance Storm Pump Station Sites:** \$ \_\_\_\_\_

(Jurgen's, Dixon Landing, Abbott, Penitencia, McCarthy, Berryessa, Manor, Spence Creek, Bellew, Murphy Ranch, Oak Creek, Wrigley-Ford)

(Includes complete landscape maintenance, weed control, trash/litter pick-up, pruning, irrigation program maintenance, All work items including weed control, pruning, irrigation program maintenance as shown in the job activities/frequency table)

**6) Maintenance Water Pump Station Sites:** \$ \_\_\_\_\_

(Gibraltar Reservoir, Ayer Reservoir, Country Club Drive, Tularcitos reservoir, Minnis Ranch Reservoir)

(Includes complete landscape maintenance, weed control, trash/litter pick-up, pruning, irrigation program maintenance, All work items including weed control, pruning, irrigation program maintenance as shown in the job activities/frequency table)

**7) Maintenance Main Sewage Station Site:** \$ \_\_\_\_\_

(Includes complete landscape maintenance, weed control, trash/litter pick-up, pruning, irrigation program maintenance, All work items including weed control, pruning, irrigation program maintenance as shown in the job activities/frequency table)

**8) Main Street Parking Lot (under 237 overpass):** \$ \_\_\_\_\_

(Includes weed control (spray & manual removal), trash, litter, and debris pick-up)

**9) PD Dog & Gun Range & Communication Tower Area:** \$ \_\_\_\_\_

(Includes weed control (spray & manual removal), trash, and debris pick-up)

**10) Trails, Pathways, and Roadside Embankment Areas:** \$ \_\_\_\_\_

(Includes weed control, pruning, litter & trash pick-up)

**11) Caltrans intersections weed control:** \$ \_\_\_\_\_  
(880/Montague, 880/237, 237/Main Street,  
680/237, 680/Jacklin Rd)  
(Includes manual weed control, trash, litter, debris  
removal)

**Refer to Exhibit C-7 For Areas Not Included in this RFP Include:**

- 1) ( 17 acre) North McCarthy Ranch Landscape & Lighting Maintenance District LMD 95-1: Streetscape and Median areas along the Ranch Drive loop and McCarthy Boulevard from Ranch to Dixon Landing Road.
- 2) Thompson Street from Tasman Drive to Thompson Court
- 3) Machado Street from Thomson Ct to Abel Street
- 4) Abel Street from Tasman Drive to Corning Ave.

**ANNUAL MAINTENANCE CONTRACT**

1) Sub-Total Base Proposal (Lump Sum) .....\$ \_\_\_\_\_

2) On-Call Emergency Response Allowance Add \$25,000.00

(Submit regular and overtime rates for all classes of  
Personnel to be assigned to the project)

Total Annual Price Proposal (Written in figures) .....\$ \_\_\_\_\_

Total Annual Price Proposal (Written in Words) .....\$ \_\_\_\_\_

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

**STATE CONTRACTORS LICENSE CLASS AND NUMBER**

Contractors' License Number \_\_\_\_\_

Contractors' License Class \_\_\_\_\_

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 \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

**CONTRACTORS REPRESENTATIVE.** \_\_\_\_\_ (name) 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.

\_\_\_\_\_  
Company Name of Proposer

\_\_\_\_\_  
Mailing Address (PO Box or street)

\_\_\_\_\_  
City, State, and Zip Code

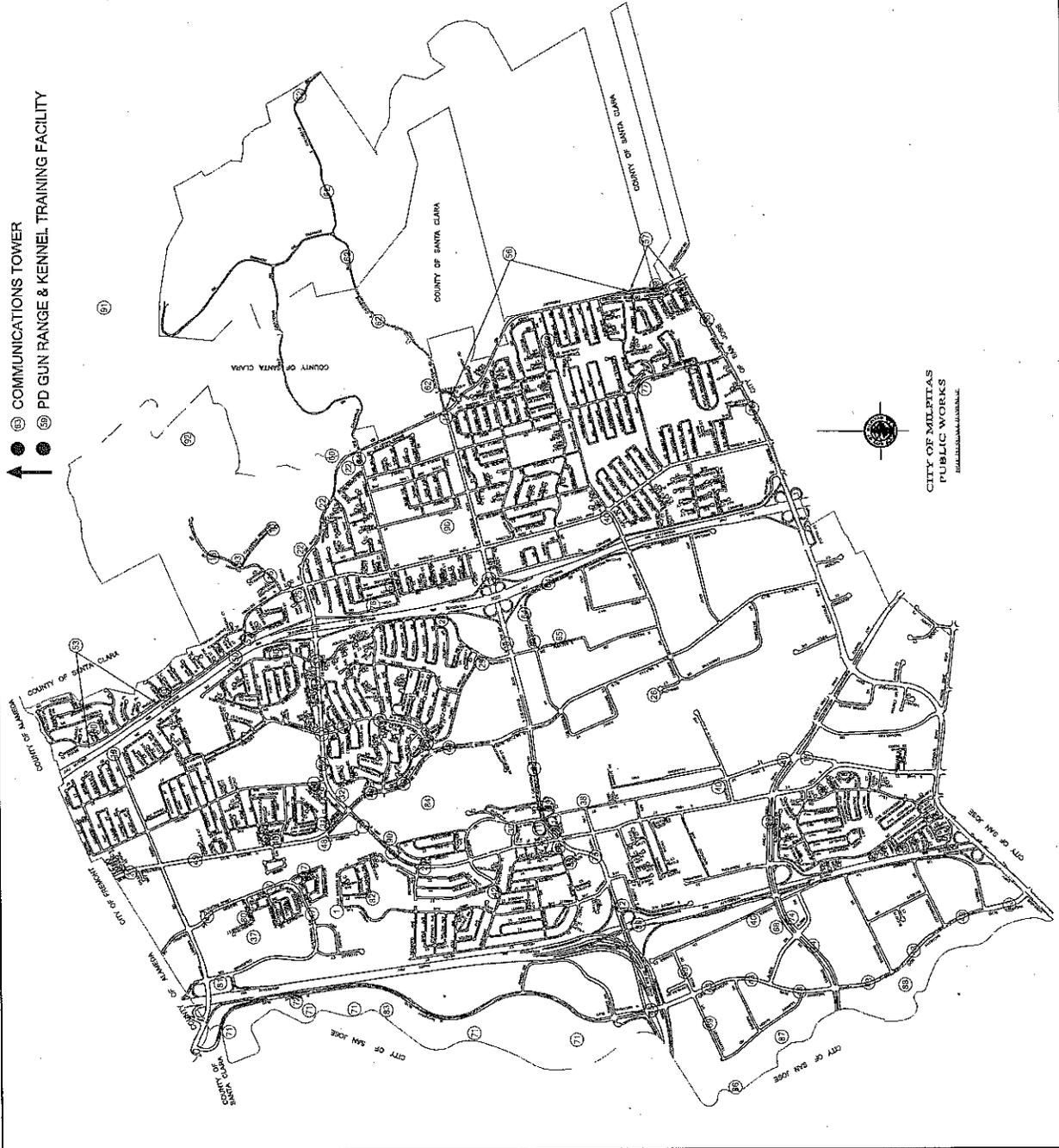
\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature Title

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

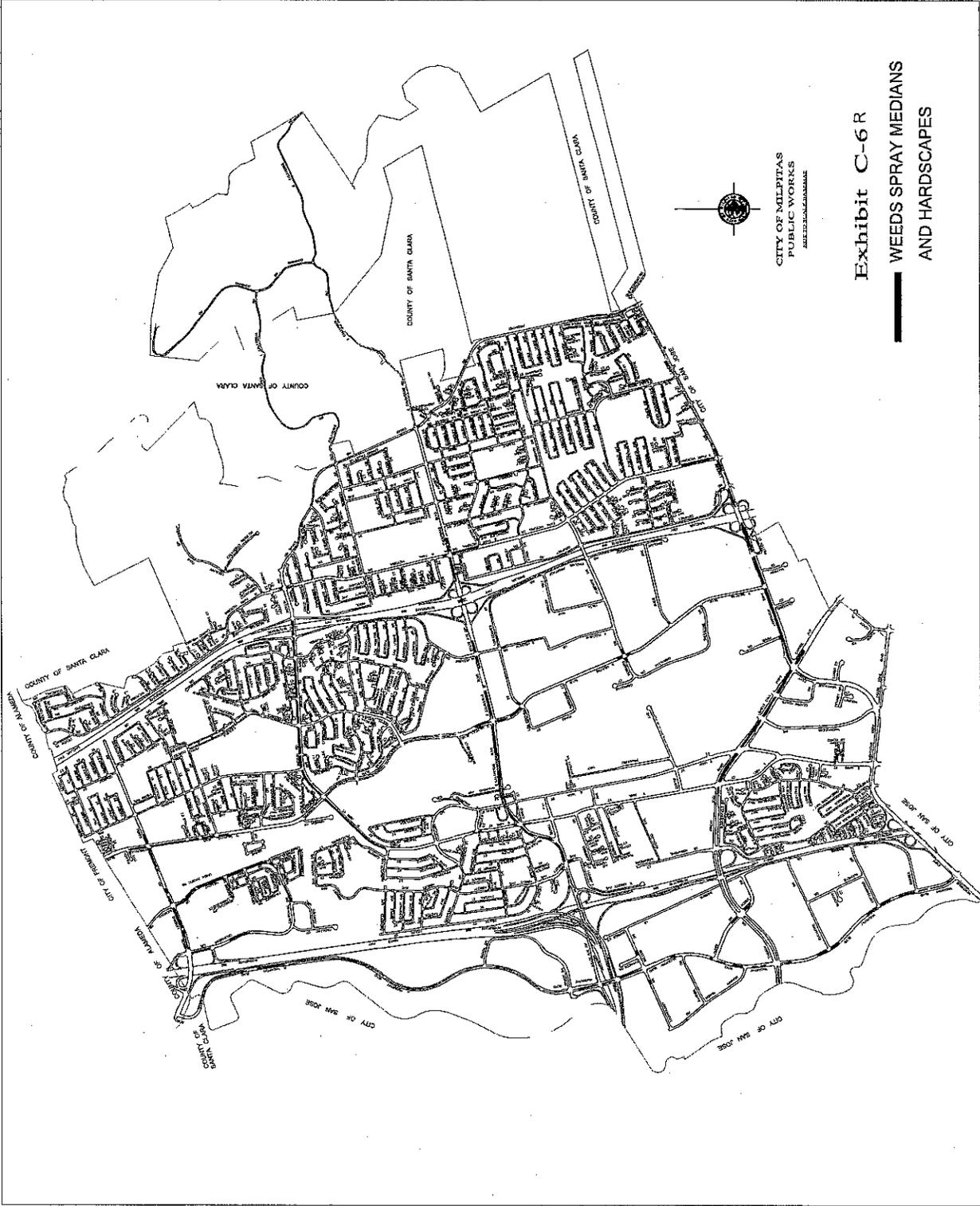
\_\_\_\_\_  
Telephone Number Facsimile Number

● COMMUNICATIONS TOWER  
 ● PD GUN RANGE & KENNEL TRAINING FACILITY



- 1: Abbott Pump Station @ Hill Fence Area
- 2: Abel Mini
- 3: Abel Street (Overpass & Medians)
- 4: Abel Street Westside Streetscape
- 5: Abel Street Tunnel
- 6: Arizona Soundwall Streetscape
- 7: Backlows (6' Turf) Mill Turf
- 8: Calaveras (Main Street Loop) Bank
- 9: Calaveras (Main Street Loop) Landscape
- 10: Calaveras (Main Street Loop) Landscapes
- 11: Calaveras (Main Street Loop) Monument (237, 800)
- 12: Calaveras at Piedmont
- 13: Calaveras at Piedmont
- 14: Carlo Mini Park
- 15: Medany Great Mill Parkway
- 16: Ditch Weir/Dabbits Control
- 17: Ditch Flood
- 18: Ditch Flood
- 19: East Carlo St.
- 20: East Main Street Overpass
- 21: East Main Street Overpass (N. I. C.)
- 22: Evans Road To Old Evans
- 23: Fox Hollow @ Park Victoria
- 24: Fox Hollow @ Park Victoria
- 25: Fox Hollow @ Park Victoria
- 26: Gibraltar Pump Station
- 27: Great Mall Parkway
- 28: Hillview Drive
- 29: Hillview Mini
- 30: Honolo Circle
- 31: Jacklin Road
- 32: Jacklin Road
- 33: Jacklin Corners
- 34: Kennedy Drive
- 35: Kennedy Drive (N. I. C.)
- 36: Kennedy Drive (N. I. C.)
- 37: Levee
- 38: Main Street
- 39: Main Street
- 40: Main Street
- 41: Main Street (Median @ Abel)
- 42: Menor Pump Station
- 43: McCarthy (Montague to Bullock)
- 44: McCarthy (Montague to Bullock) (N. I. C.)
- 45: McCarthy Overpass
- 46: Median Spraying
- 47: Median Spraying - Sunnyside - California Circle
- 48: Milpitas Materials
- 49: N. Milpitas Blvd.
- 50: N. Park Victoria (Nicklaus - Kirkwall)
- 51: Nicklaus Triangle
- 52: Old Overpass @ Kennedy Drive (N. I. C.)
- 53: Old Overpass Rd. (North City Limits to Russell Station)
- 54: Old Overpass Rd. (North City Limits to Russell Station) (N. I. C.)
- 55: Old Overpass Rd. (North City Limits to Russell Station) (N. I. C.)
- 56: Piedmont
- 57: Piedmont (Piedmont South)
- 58: Piedmont (Piedmont South)
- 59: Piedmont (Piedmont South)
- 60: Piedmont (Piedmont South)
- 61: Piedmont (Piedmont South)
- 62: Piedmont (Piedmont South)
- 63: Piedmont (Piedmont South)
- 64: Piedmont (Piedmont South)
- 65: Piedmont (Piedmont South)
- 66: Piedmont (Piedmont South)
- 67: Piedmont (Piedmont South)
- 68: Retention Basin (Kennedy @ Evans)

**Exhibit C-2 R**  
**MAINTENANCE**  
**RESPONSIBILITIES**



CITY OF MILPITAS  
PUBLIC WORKS  
MILPITAS, CALIFORNIA

Exhibit C-6 R  
WEEDS SPRAY MEDIANS  
AND HARDSCAPES

Exhibit C-7 Areas Not Included In RFP  
Thompson Street, Thompson Court,  
Machado Street, Abel Street (Corning to Tasman/Great Mall Parkway)



VICINITY MAP -

NYC

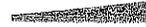
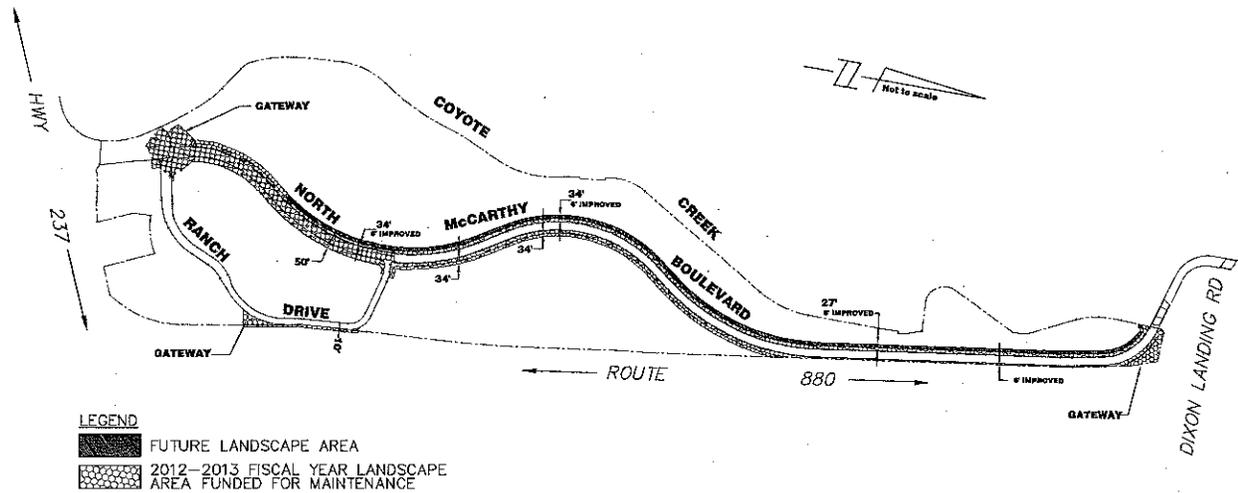


Exhibit C-7 Areas Not Included In RFP  
LMD 95-1 McCarthy Ranch

Figure 2



# McCarthy Ranch

PART G - VICINITY MAP  
LANDSCAPING & LIGHTING MAINTENANCE  
ASSESSMENT DISTRICT NO. 95-1  
CITY OF MILPITAS  
COUNTY OF SANTA CLARA - STATE OF CALIFORNIA



## CITY of MILPITAS

*Purchasing Division*

*455 E. Calaveras Blvd.  
Milpitas, CA 95035-5411*

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

### ADDENDUM NO. 2

## Request For Proposal No. 2024 for Streetscape Landscape Maintenance and Repair Services

---

5-10-12

### TO ALL PROSPECTIVE BIDDERS:

The purpose of this Addendum is to make changes to the Request For Proposal (RFP) 2024 as follows:

- 1) Refer to the Proposal Form, commencing with Page 36R and ending on page 41R. Replace entire Proposal and Replace with attached sheets 36R2 and ending with 41R2.
- 2) Add new Exhibits C-8 For Additional Areas Not Included in this RFP:
- 3) Add Vicinity Map for LLMD 98-1 Area

End of Addendum.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Schroeder, Purchasing Agent

**Addendum #2**  
**REVISED PROPOSAL FORM**  
**Streetscape Landscape Maintenance and Repair Services**  
**RFP # 2024**

**To Be Submitted With HARD COPY Proposal or Uploaded Directly Into Public Purchase**

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

From: \_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
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.

**Request for Proposal No. 2024 for Streetscape Landscape Maintenance and Repair Services, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:**

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

By checking the blank after questions and/or filling in the number after addenda, Bidder acknowledges receipt of questions (if any) \_\_\_\_\_ and Addenda Number(s) \_\_\_\_, \_\_\_\_, and \_\_\_\_.

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

**Job Activity and Frequency Schedule**

Job Activities	Frequency
<b>1) Turf Areas:</b> Mowing & Edging Thatching, Aerating, Fertilizing Exhibit C-2 #8 Calaveras Median (Approx. 24,000 sf)  City Corporation Yard/Police Department turf (approx 24,000 sf)	Weekly Twice annually & as needed
<b>2) Weed Control:</b>	
Manual Removal all Areas (Approx. 80,000 lf)	Once annually & as needed
Levee Areas - Manual Removal Only	Once annually & as needed
Ditch Areas, 20,000 lf, including Kennedy Drive Retention Basin Exhibit C-2, #60 Manual Removal Only	Once annually & as needed
Caltrans Interchange Areas Manual Removal Only	Once annually & as needed
Spray Roadsides (Approx. 50,000 lf)	Once annually
Spray Medians (Approx. 40,000 lf)	Once annually
Spray PD Dog & Gun Range Areas & Communications Tower	Once annually
Spray Country Club Dr. Area	Once annually
Spray Pump Station Areas	Once annually
Spray Fire Station #1, 2, 3, 4	Once annually
Spray Roadside Embankment Areas	Once annually
Main Street Parking Lot (Under Route 237)	Once annually
<b>3) Pruning Shrubs, Trees, Ground Cover, Renovation/Replacements:</b>	
Fire Station #1, 2, 3, 4	Twice annually & as needed
Pump Station Areas	Twice annually & as needed
Sal Cracolice Building landscaping (Abel Street)	Twice annually & as needed
City Corporation Yard/Police Dept Landscaping	Twice annually & as needed
Street Median & Streetscapes	Twice annually & as needed
Ornamental grasses & Roses	Twice annually & as needed
Trail and Pathway Areas	Twice annually & as needed

Fertilize & Mulching All Areas	Twice annually
<b>4) Irrigation Program Maintenance:</b>	
Controller Scheduling	Three times annually & as needed
System Check-out, testing and repair	Continuous & as needed
<b>5) Trash Pick-up, &amp; General Site Clean-up:</b>	
Street Median - Hardscape areas	Monthly & as needed
Fire Station #1,2, 3, 4 Parking Lot Areas	Monthly & as needed
Pump Station Areas	Monthly & as needed
Trail & Pathway Areas	Monthly & as needed
Spray PD Dog & Gun Range Areas & Communications Tower	Monthly & as needed
Main Street Parking Lot (Under Route 237)	Monthly & as needed
Pump Station Areas	Monthly & as needed
Pedestrian Tunnel - Abel Street	Monthly & as needed
<b>6) Ditch Clearing &amp; Debris Removal</b> (20,000 lf) ditch, and includes Kennedy Drive Retention Basin, Exhibit C-2, #60	
	Annually before wet season

**ANNUAL MAINTENANCE CONTRACT**  
**Refer to Job Activity & Frequency & Exhibits**

<u>Work Item</u>	<u>Annual Fee</u>
<b>1) Turf Care Area (one location):</b> (Mowing, Edging, Thatching, Aerating, Fertilizing): Exhibit C-2 #8 Calaveras Median (approx 24,000 sf)	\$ _____
<b>2) Street Median &amp; Streetscape Areas:</b> Weed Control (Manual):	\$ _____
Weed Control (Spray):	\$ _____
Pruning shrubs, ground cover, and renovation: (Includes minor median & street tree pruning for pedestrian & traffic safety up to 12 feet)	\$ _____
Fertilize & Pesticide application (non-turf areas)	\$ _____
Irrigation Program Maintenance: (Includes inspection, adjustment, repair)	\$ _____
Trash/Litter, Debris Pick-up & Site Cleanup:	\$ _____

**3) Annual Ditch Debris Removals & Clearing:** \$ \_\_\_\_\_

(Includes ditch clearing & debris removal of larger items other than routine trash removal or weed control. Includes Kennedy Drive Retention Basin, Exhibit C-2, #60. Preventative maintenance before wet weather )

**4) Maintenance Four Fire Stations:** \$ \_\_\_\_\_

(Includes complete landscape maintenance, weed control, trash/litter pick-up, pruning, irrigation program maintenance, All work items including weed control, pruning, irrigation program maintenance, as shown in the job activities/frequency table)

**5) Maintenance Storm Pump Station Sites:** \$ \_\_\_\_\_

(Jurgen's, Dixon Landing, Abbott, Penitencia, McCarthy, Berryessa, Manor, Spence Creek, Bellew, Murphy Ranch, Oak Creek, Wrigley-Ford)

(Includes complete landscape maintenance, weed control, trash/litter pick-up, pruning, irrigation program maintenance, All work items including weed control, pruning, irrigation program maintenance, as shown in the job activities/frequency table)

**6) Maintenance Water Pump Station Sites:** \$ \_\_\_\_\_

(Gibraltar Reservoir, Ayer Reservoir, Country Club Drive, Tularcitos reservoir, Minnis Ranch Reservoir)

(Includes complete landscape maintenance, weed control, trash/litter pick-up, pruning, irrigation program maintenance, All work items including weed control, pruning, irrigation program maintenance as shown in the job activities/frequency table)

**7) Maintenance Main Sewage Station Site:** \$ \_\_\_\_\_

(Includes complete landscape maintenance, weed control, trash/litter pick-up, pruning, irrigation program maintenance, All work items including weed control, pruning, irrigation program maintenance as shown in the job activities/frequency table)

**8) Main Street Parking Lot (under 237 overpass):** \$ \_\_\_\_\_

(Includes weed control (spray & manual removal), trash, litter, and debris pick-up)

**9) PD Dog & Gun Range & Communication Tower Area:** \$ \_\_\_\_\_  
(Includes weed control (spray & manual removal),  
trash, and debris pick-up)

**10) Trails, Pathways, and Roadside**  
(Includes weed control, pruning, litter & trash pick-up)

**11) Caltrans intersections weed control:** \$ \_\_\_\_\_  
(880/Montague, 880/237, 237/Main Street,  
680/237, 680/Jacklin Rd)  
(Includes manual weed control, trash, litter, debris  
removal)

**12) LLMD 98-1 Assessment District (See Attached Vicinity Map)**  
Includes: Weeding/litter/debris/trash pick-up  
Fertilizing, Mulching  
Pesticide/Herbicide applications  
Pruning shrubs/ground cover  
Annual/Perennial planting  
Replacements  
Minor Pruning trees up to 12 feet  
Irrigation system maintenance/repairs

Area A \$ \_\_\_\_\_  
Area B \$ \_\_\_\_\_

**13) Great Mall Parkway Median & Tree Maintenance** \$ \_\_\_\_\_  
(4.3 acres) Great Mall Parkway eight median areas  
(880 to City Limit @ Lundy)  
(Includes: Weeding, litter/trash/debris pick-up  
replace & maintain 3" depth of bark mulch,  
replacement of torn or missing Mirafi 500 fabric,  
Pesticide/Herbicide applications, disposal,  
irrigation maintenance and adjustment,  
structural tree pruning, replacements, tree stake  
maintenance, C.U. soil replacement as necessary)

**14) Sal Cracolice Building landscaping (Abel Street)** \$ \_\_\_\_\_  
(Includes complete landscape maintenance,  
weed control, trash/litter pick-up, pruning,  
irrigation program maintenance, All work  
items including weed control, pruning,  
irrigation program maintenance as shown  
in the job activities/frequency table)

**15) City Corporation Yard/Police Department** ..... \$ \_\_\_\_\_  
 (Includes complete landscape maintenance,  
 turf mowing/edging, weed control, trash/litter pick-up, pruning,  
 irrigation program maintenance, All work  
 items including weed control, pruning,  
 irrigation program maintenance as shown  
 in the job activities/frequency table)

**Refer to Exhibit C-7 For Areas Not Included in this RFP Include:**

- 1) ( 17 acre) North McCarthy Ranch Landscape & Lighting Maintenance District LMD 95-1:  
 Streetscape and Median areas along the Ranch Drive loop and McCarthy Boulevard from Ranch to  
 Dixon Landing Road.
- 2) Thompson Street from Tasman Drive to Thompson Court
- 3) Machado Street from Thomson Ct to Abel Street
- 4) Abel Street from Tasman Drive to Corning Ave.

**Refer to Exhibit C-8 For Additional Areas Park Not Included in this RFP Include:**

**ANNUAL MAINTENANCE CONTRACT**

1) Sub-Total Base Proposal (Lump Sum) .....\$ \_\_\_\_\_

2) On-Call Emergency Response Allowance Add \$25,000.00

(Submit regular and overtime rates for all classes of  
 Personnel to be assigned to the project)

Total Annual Price Proposal (Written in figures) .....\$ \_\_\_\_\_

Total Annual Price Proposal (Written in Words) .....\$ \_\_\_\_\_

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

**STATE CONTRACTORS LICENSE CLASS AND NUMBER**

Contractors' License Number \_\_\_\_\_

Contractors' License Class \_\_\_\_\_

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 \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

**CONTRACTORS REPRESENTATIVE.** \_\_\_\_\_ (name) 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.

\_\_\_\_\_  
Company Name of Proposer

\_\_\_\_\_  
Mailing Address (PO Box or street)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

**Exhibit C-8**  
**Additional Areas Not Included in RFP 2024**

Albert Augustine Jr Memorial Park  
Ben Rodgers Park  
Calaveras Ridge Park (weed control)  
Calle Oriente Park  
Cardoza Park  
Creighton Park  
Dixon Landing Park  
Foothill Park  
Gill Memorial Park  
Hall Memorial Park  
Hetch Hetchy R/W Parkway area  
Hidden Lake Park  
Higuera Adobe Park  
Hillcrest Park  
Milpitas Dog Park  
Milpitas Sports Center  
Murphy Park  
Oliver Jones Memorial Park  
Pinewood Park  
Sandalwood Park  
Selwyn Park  
Sinnott Park  
Starlite Park  
Strickroth Park  
Yellowstone/Robert E Browne Park  
Russel Junior High School Joint Use Field  
Park Metro (East, Central, & West)  
City Hall / Civic Center  
Milpitas Public Library Landscape

**LEGEND**

▨ Landscape Area

AREA A

AREA B

Street (60' R/W)

Coches

Los

Horizon Drive

Sinclair

Frontage Road

Cameron Circle

Cameron Circle

Hobbs Court

Douglas Court

Brandt Court

King Court

Allen Court

White Court

Cameron Circle

Cameron Court

Cameron Circle

Cameron Circle

Cameron Place

Berryessa Creek



NOT TO SCALE

Figure 2

Landscaping and Lighting  
Maintenance  
Assessment District  
No. 98-1  
MILPITAS, SANTA CLARA COUNTY, CALIFORNIA

PART "G" VICINITY MAP

Not to Scale



## CITY of MILPITAS

*Purchasing Division*

455 E. Calaveras Blvd  
Milpitas, CA 95035-5479

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

MF

### **Addendum No. 3**

### **RFP 2024**

### **For**

### **Streetscape landscape Maintenance and Repair Service**

5/10/12

**TO ALL PROSPECTIVE BIDDERS:**

The City has made the following changes to this bid.

1. Regarding Plant Materials, page 8, item D the contractor is to maintain all areas in the existing condition or better, and annuals are to be planted twice a year.
2. Streetscape work is a full year round job. City staff include 5 full time and 5 seasonal employees.
3. No bid budget will be announced. Do your best to determine a price based on personal observation and/or the information provided in the RFP
4. There are no bonding requirements in the RFP.
5. The contractor has 60 days to use his best effort to prepare a report for the City on the irrigation system, mulch, planting, and any repairs or deficiencies that may need to be fixed. Correction of these will be as extra change order work.
6. The \$25,000 allowance is intended for on-call or emergency work, but also includes having to send a crew to service a problem on the other side of town, should one occur and you have no crew in the area.
7. The RFP due date is extended to May 14, same time and delivery rules apply.
8. All other provisions of the documents and specifications shall remain in full force and effect.
9. There are approximately 40 automated central irrigation system controllers.
10. There are approximately 30 older type manual irrigation controller panels.
11. Remove Entire Proposal from Addendum #2, Page 36R2 to 42R2, and Replace with Addendum #3 Revised Proposal page 36R3 to 41R3.

MT

12. Remove Exhibits C-1, C-2R, C-3, C-4, C-5, C-6R, C-7
13. Add new Exhibit #1 detailing streetscape and street median locations
14. Add LLMD 98-1 Vicinity Map for Proposal Bid Item #3

Chris Schroeder  
Purchasing Agent  
City of Milpitas  
408-687-1639

Addendum #3  
**REVISED PROPOSAL FORM**  
Streetscape Landscape Maintenance and Services  
RFP # 2024

**To Be Submitted With HARD COPY Proposal or Uploaded Directly Into Public Purchase**

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

From: TerraCare Associates - LP  
Name of Proposer

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.

**Request for Proposal No. 2024 for Streetscape Landscape Maintenance and Repair Services**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

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

By checking the blank after questions and/or filling in the number after addenda, Bidder acknowledges receipt of questions (if any)  and Addenda Number(s) 1, 2, and 3.

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.

**Job Activity and Frequency Schedule**

Job Activities	Frequency
<b>1) Turf Areas:</b> Mowing & Edging Thatching, Aerating, Fertilizing 1) Exhibit C-2 #8 Calaveras Median (Approx. 24,000 sf)	Weekly Twice annually & as needed
<b>2) Weed Control (spray &amp; manual removal):</b>	As needed
1) Landscaped streetscape & median areas	
2) Hardscape street medians (spray)	
3) Main Street Parking Lot (Under Route 237)	
4) LLMD 98-1 Area	
<b>3) Pruning Shrubs, Trees, Ground Cover, Renovation/Replacements:</b>	As needed
1) Landscaped Street Median & Streetscapes	
2) Ornamental grasses & Roses	
3) Fertilize & Mulching All Areas	
4) LLMD 98-1 Area	
<b>4) Irrigation Program Maintenance:</b>	As needed
<b>Approx 40 central irrigation controllers and Approx 30 irrigation control panels</b>	
1) Controller Scheduling	
2) System Check-out, testing and repair	
<b>5) Trash Pick-up, &amp; General Site Clean-up:</b>	Monthly & as needed
1) Landscape streetscape & median areas	
2) Hardscape medians	
3) Main Street Parking Lot (Under Route 237)	
4) Pedestrian Tunnel - Abel Street	
5) LLMD 98-1 Area	

**ANNUAL MAINTENANCE CONTRACT**  
Refer to Job Activity & Frequency & Exhibits

<u>Work Item</u>	<u>Annual Fee</u>
<b><u>1) Turf Care Area (one location):</u></b> (Mowing, Edging, Thatching, Aerating, Fertilizing): Exhibit C-2 #8 Calaveras Median (approx 24,000 sf)	\$ <u>11,160.00</u>
<b><u>2) Landscape &amp; Hardscape Street Median &amp; Streetscape Areas:</u></b>	
a. Weed Control (Manual) streetscapes and medians	\$ <u>4,680.00</u>
b. Weed Control (Spray): streetscape and medians	\$ <u>9,180.00</u>
c. Pruning shrubs, ground cover, and renovation, replacements:	\$ <u>36,720.00</u>
d. Fertilize & Pesticide application (non-turf areas)	\$ <u>9,180.00</u>
e. Irrigation System Maintenance:	\$ <u>13,776.00</u>
f. Trash/Litter, Debris Pick-up & Site Cleanup:	\$ <u>18,360.00</u>

**Streetscape & Median Locations Included in RFP See Exhibit 1:**

McCarthy Blvd Medians (Montague Expwy to Route 237)  
 McCarthy Blvd/237overpass concrete median island  
 Tasman Dr Medians (McCarthy Blvd to I880)  
 Technology Dr Medians (Murphy Ranch to Barber Ln)  
 City Monument Signage at Calaveras/I880  
 NW Corner landscaping Main Street/Weller Lane  
 North Main Street Medians (Weller Ln to Calaveras/237)  
 Median Island Calaveras/Serra  
 Spence Court - end of Spence Av  
 Carlo Mini Park (Calaveras 237 between Abel St & Overpass)  
 Calaveras/Main Street loop  
 Abel Street (Calaveras 237 to Milpitas Blvd)  
 Abel Street Pedestrian tunnel (Abel near Redwood AV)  
 Calaveras Median turf near I680  
 Calaveras & Piedmont  
 Milmont Dr from Dixon Landing, California Circle & Summerwind Drive medians and streetscape  
 NE Corner Firethorn Street @ Milpitas Blvd  
 N. Park Victoria Drive (Nicklaus to Kirkwall)  
 N. Park Victoria Drive @ Fox Hollow  
 Triangle landscape area Nicklaus @ N. Park Victoria Drive  
 Horcajo Circle trees at sound wall  
 Jacklin Road (Milpitas Blvd to I680)  
 South Main Street Median (Great Mall Parkway to Abel St)

Jacklin Road @ Hillview Drive intersection corners  
 Jacklin Court area at end of western terminus of Jacklin Rd.  
 Landess Drive Medians (I680 to Piedmont Rd)  
 Piedmont Road (Landess Ave to Pinard)  
 North Milpitas Blvd Medians (Calaveras 237 to Dixon Landing Rd)  
 Arizona Ave Medians (Abel St to Dixon Landing)  
 Hillview Drive mini park (at Paseo Refugio)  
 Hillview Drive streetscape trees at sound wall (Pachieco and Tramway)  
 Sinclair Frontage Road streetscapes (Yosemite Dr to S. Hillviwe Dr)

**3) LLMD 98-1 Assessment District (See Vicinity Map)**

**Includes: Weeding/litter/debris/trash pick-up  
 Fertilizing, Mulching  
 Pesticide/Herbicide applications  
 Pruning shrubs/ground cover  
 Annual/Perennial planting  
 Replacements/Renovations  
 Minor Pruning trees up to 12 feet  
 Irrigation system maintenance/repairs**

Area A \$ 2,160.00  
 Area B \$ 3,600.00

**4) Main Street Parking Lot (under 237 overpass):**  
 Weed control trash, litter, and debris pick-up

\$ 720.00

**ANNUAL MAINTENANCE CONTRACT**

1) Sub-Total Base Proposal (Lump Sum) .....\$ 109,536.00  
 2) On-Call Emergency Response Allowance Add \$25,000.00

(Submit regular and overtime rates for all classes of  
 Personnel to be assigned to the project)

Total Annual Price Proposal (Written in figures) .....\$ 134,536.00

Total Annual Price Proposal (Written in Words) .....\$ One hundred Thirty Four thousand Five hundred thirty six

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

**STATE CONTRACTORS LICENSE CLASS AND NUMBER**

Contractors' License Number 935152

Contractors' License Class C 27 935152

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 \_\_\_\_\_ No X Initials M.F.

CONTRACTORS REPRESENTATIVE. Kris OASSO (name) 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.

Terracave Associates - LP  
Company Name of Proposer

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

Martinez, Ca 94553  
City, State, and Zip Code

[Signature] V.P.  
Name of Authorized Representative



Signature

V.P.

Title

Limited partnership

Type of Business (Corp, Partnership, Sole Proprietorship)

(925) 374-0060

Telephone Number

(925) 374-0065

Facsimile Number

Exhibit #1 (Addendum #3)



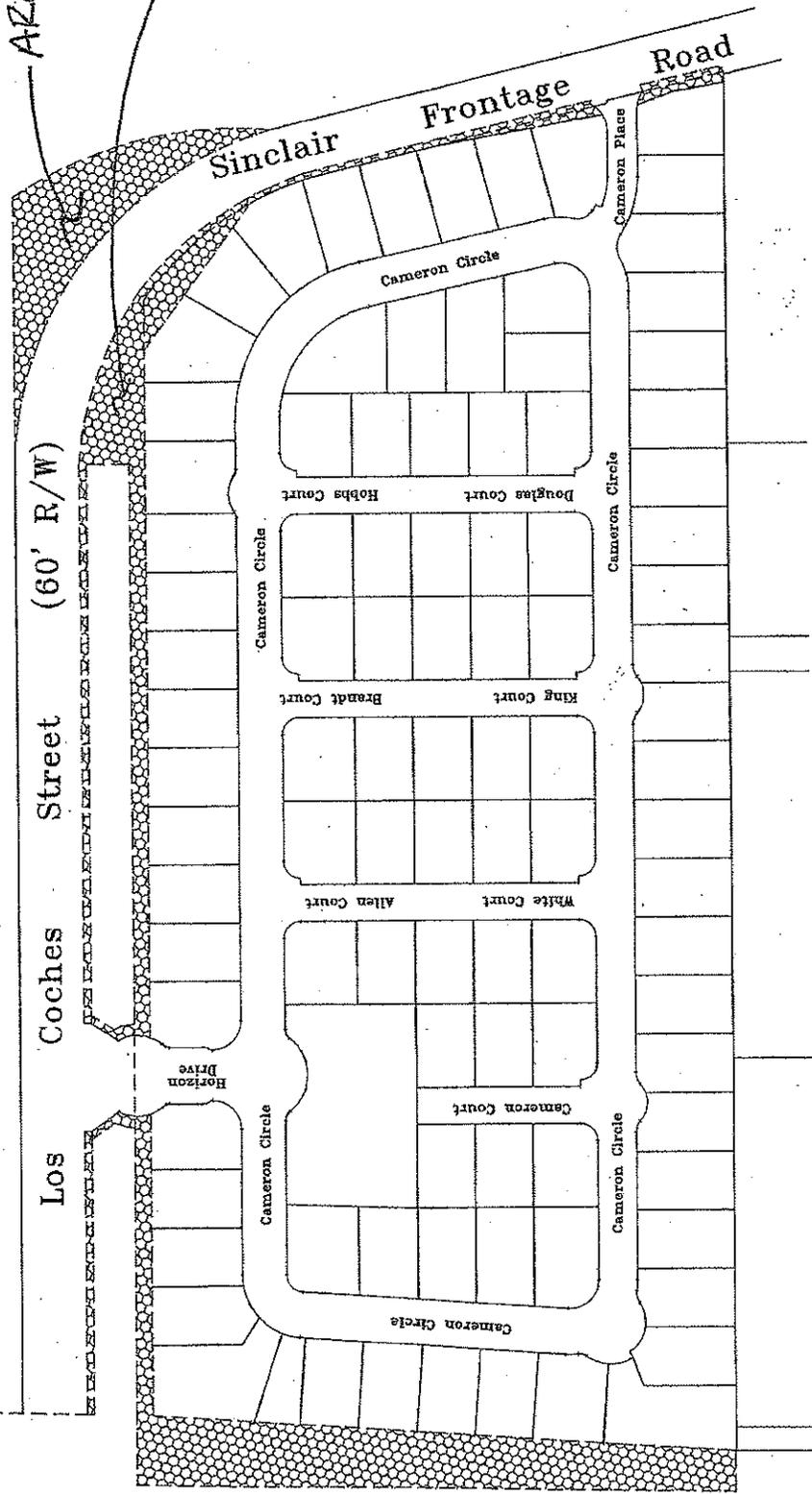
**LEGEND**

▨ Landscape Area

AREA A

AREA B

Los Coches Street (60' R/W)



NOT TO SCALE

Figure 2

Berryessa Creek

Not to Scale

Landscaping and Lighting  
Maintenance  
Assessment District  
No. 98-1

MILPITAS, SANTA CLARA COUNTY, CALIFORNIA

PART "G" VICINITY MAP

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Information Deleted: Deleted

Information Added: Added

## **Bid RFP #2024 - Streetscape Landscape Maintenance and Repair Services Addendum #1 - Addendum 1, Revised Proposal Addendum 1, Exhibit C-6 Revised, Exhibit C-2 Revised, Exhibit C-7 Not Included Streets, Exhibit C-7 Not Included LMD 95-1**

Bid Type **RFP**

Bid Number **2024**

Title **Streetscape Landscape Maintenance and Repair Services**

Start Date **May 3, 2012 11:33:50 AM PDT**

End Date **May 18, 2012 2:00:00 PM PDT**

Agency **City of Milpitas**

Bid Contact **Chris Schroeder**

(408) 586-3161

cschroeder@ci.milpitas.ca.gov

455 E. Calaveras Blvd.

Milpitas, CA 95035-5411

### **Description**

Providing Streetscape Landscape Maintenance and Repair Services, including all aspects of landscape and irrigation equipment maintenance, related repair services, and weed control of specified roadway ditches, sidewalks, trails, parking lots, and walking paths, pedestrian access tunnels, street medians, Fire Stations, Pump Stations, Hillside Communications Tower Site, Caltrans interchange areas, and other specified City properties and rights-of-way in accordance with the City of Milpitas plans, specifications and contract documents.

### **Pre-Bid Conference**

Date: May 11, 2012 10:00:00 AM PDT

Location: City Hall

Notes: City Hall  
455 E. Calaveras Blvd.

No Attachments

Attachments

### **Documents**

Name	Posting Date	Acceptance
 Streetscape Mair	May 3, 2012 11:16:35 AM PDT	Yes
 Exhibit A - Insur	May 3, 2012 11:16:50 AM PDT	Yes

Name	Posting Date	Acceptance
 Exhibit B - Stree	May 3, 2012 11:16:58 AM PDT	Yes
 EXHIBIT- C-1 Di	May 3, 2012 11:17:11 AM PDT	Yes
 EXHIBIT- C-2 Ma	May 3, 2012 11:17:19 AM PDT	Yes
 EXHIBIT- C-3 Pu	May 3, 2012 11:17:26 AM PDT	Yes
 EXHIBIT- C-4 Ma	May 3, 2012 11:17:34 AM PDT	Yes
 EXHIBIT- C-5 W	May 3, 2012 11:17:42 AM PDT	Yes
 EXHIBIT- C-6 W	May 3, 2012 11:17:49 AM PDT	Yes
 Attachment A - I	May 3, 2012 11:18:04 AM PDT	Yes
 Attachment B - I	May 3, 2012 11:18:10 AM PDT	Yes
 Addendum 1.pd	May 7, 2012 8:45:31 AM PDT	Yes
 Revised Proposa	May 7, 2012 8:45:53 AM PDT	Yes
 EXHIBIT_C-6_r	May 7, 2012 8:46:39 AM PDT	Yes
 EXHIBIT_C-2_r	May 7, 2012 8:46:59 AM PDT	Yes
 Exhibit C-7 Not	May 7, 2012 8:47:23 AM PDT	Yes
 Exhibit C-7 Not	May 7, 2012 8:47:38 AM PDT	Yes

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## Bid RFP #2024 - Streetscape Landscape Maintenance and Repair Services Addendum #2 - Addendum 2, four parts including the map

Information Deleted: Deleted

Information Added: Added

Bid Type **RFP**

Bid Number **2024**

Title **Streetscape Landscape Maintenance and Repair Services**

Start Date **May 3, 2012 11:33:50 AM PDT**

End Date **May 18, 2012 2:00:00 PM PDT**

Agency **City of Milpitas**

Bid Contact **Chris Schroeder**

(408) 586-3161

cschroeder@ci.milpitas.ca.gov

455 E. Calaveras Blvd.

Milpitas, CA 95035-5411

### Description

Providing Streetscape Landscape Maintenance and Repair Services, including all aspects of landscape and irrigation equipment maintenance, related repair services, and weed control of specified roadway ditches, sidewalks, trails, parking lots, and walking paths, pedestrian access tunnels, street medians, Fire Stations, Pump Stations, Hillside Communications Tower Site, Caltrans interchange areas, and other specified City properties and rights-of-way in accordance with the City of Milpitas plans, specifications and contract documents.

### Pre-Bid Conference

Date: May 11, 2012 10:00:00 AM PDT

Location: City Hall

Notes: City Hall  
455 E. Calaveras Blvd.

No Attachments

Attachments

### Documents

Name	Posting Date	Acceptance
 Streetscape Mair	May 3, 2012 11:16:35 AM PDT	Yes
 Exhibit A - Insur	May 3, 2012 11:16:50 AM PDT	Yes
 Exhibit B - Stree	May 3, 2012 11:16:58 AM PDT	Yes

Name	Posting Date	Acceptance
 EXHIBIT- C-1 Di	May 3, 2012 11:17:11 AM PDT	Yes
 EXHIBIT- C-2 Ma	May 3, 2012 11:17:19 AM PDT	Yes
 EXHIBIT- C-3 Pu	May 3, 2012 11:17:26 AM PDT	Yes
 EXHIBIT- C-4 Ma	May 3, 2012 11:17:34 AM PDT	Yes
 EXHIBIT- C-5 Wi	May 3, 2012 11:17:42 AM PDT	Yes
 EXHIBIT- C-6 Wi	May 3, 2012 11:17:49 AM PDT	Yes
 Attachment A - I	May 3, 2012 11:18:04 AM PDT	Yes
 Attachment B - I	May 3, 2012 11:18:10 AM PDT	Yes
 Addendum 1.pdf	May 7, 2012 8:45:31 AM PDT	Yes
 Revised Proposal	May 7, 2012 8:45:53 AM PDT	Yes
 EXHIBIT_C-6_re	May 7, 2012 8:46:39 AM PDT	Yes
 EXHIBIT_C-2_re	May 7, 2012 8:46:59 AM PDT	Yes
 Exhibit C-7 Not I	May 7, 2012 8:47:23 AM PDT	Yes
 Exhibit C-7 Not I	May 7, 2012 8:47:38 AM PDT	Yes
 Addendum 2.pd	May 10, 2012 4:00:57 PM PDT	Yes
 Revised Proposa	May 10, 2012 4:01:22 PM PDT	No
 Exhibit C-8 Add	May 10, 2012 4:01:47 PM PDT	Yes
 LLMD 98-1 Vicir	May 10, 2012 4:02:12 PM PDT	Yes

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## Bid RFP #2024 - Streetscape Landscape Maintenance and Repair Services Addendum #3 - Pre-Prosals Conference Attendees

Information Deleted: Deleted

Information Added: Added

Bid Type **RFP**

Bid Number **2024**

Title **Streetscape Landscape Maintenance and Repair Services**

Start Date **May 3, 2012 11:33:50 AM PDT**

End Date **May 18, 2012 2:00:00 PM PDT**

Agency **City of Milpitas**

Bid Contact **Chris Schroeder**

(408) 586-3161

cschroeder@ci.milpitas.ca.gov

455 E. Calaveras Blvd.

Milpitas, CA 95035-5411

### Description

Providing Streetscape Landscape Maintenance and Repair Services, including all aspects of landscape and irrigation equipment maintenance, related repair services, and weed control of specified roadway ditches, sidewalks, trails, parking lots, and walking paths, pedestrian access tunnels, street medians, Fire Stations, Pump Stations, Hillside Communications Tower Site, Caltrans interchange areas, and other specified City properties and rights-of-way in accordance with the City of Milpitas plans, specifications and contract documents.

### Pre-Bid Conference

Date: May 11, 2012 10:00:00 AM PDT

Location: City Hall

Notes: City Hall  
455 E. Calaveras Blvd.

No Attachments

Attachments

### Documents

Name	Posting Date	Acceptance
 Streetscape Mair	May 3, 2012 11:16:35 AM PDT	Yes
 Exhibit A - Insur	May 3, 2012 11:16:50 AM PDT	Yes
 Exhibit B - Stree	May 3, 2012 11:16:58 AM PDT	Yes
 EXHIBIT- C-1 Di	May 3, 2012 11:17:11 AM PDT	Yes

Name	Posting Date	Acceptance
 EXHIBIT- C-2 Ma	May 3, 2012 11:17:19 AM PDT	Yes
 EXHIBIT- C-3 Pu	May 3, 2012 11:17:26 AM PDT	Yes
 EXHIBIT- C-4 Ma	May 3, 2012 11:17:34 AM PDT	Yes
 EXHIBIT- C-5 Wi	May 3, 2012 11:17:42 AM PDT	Yes
 EXHIBIT- C-6 Wi	May 3, 2012 11:17:49 AM PDT	Yes
 Attachment A - I	May 3, 2012 11:18:04 AM PDT	Yes
 Attachment B - I	May 3, 2012 11:18:10 AM PDT	Yes
 Addendum 1.pdf	May 7, 2012 8:45:31 AM PDT	Yes
 Revised Proposal	May 7, 2012 8:45:53 AM PDT	Yes
 EXHIBIT_C-6_re	May 7, 2012 8:46:39 AM PDT	Yes
 EXHIBIT_C-2_re	May 7, 2012 8:46:59 AM PDT	Yes
 Exhibit C-7 Not 1	May 7, 2012 8:47:23 AM PDT	Yes
 Exhibit C-7 Not 1	May 7, 2012 8:47:38 AM PDT	Yes
 Addendum 2.pdf	May 10, 2012 4:00:57 PM PDT	Yes
 Revised Proposal	May 10, 2012 4:01:22 PM PDT	No
 Exhibit C-8 Adde	May 10, 2012 4:01:47 PM PDT	Yes
 LLMD 98-1 Vicini	May 10, 2012 4:02:12 PM PDT	Yes
 Pre-Proposal Co	May 11, 2012 2:42:22 PM PDT	Yes

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## Bid RFP #2024 - Streetscape Landscape Maintenance and Repair Services Addendum #4 - Exhibit 1 Add 3 Map, Pre-proposal Questions, Revised Proposal Form

Information Deleted: Deleted

Information Added: Added

Bid Type **RFP**Bid Number **2024**Title **Streetscape Landscape Maintenance and Repair Services**Start Date **May 3, 2012 11:33:50 AM PDT**End Date **May 18, 2012 2:00:00 PM PDT**Agency **City of Milpitas**

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

### Description

Providing Streetscape Landscape Maintenance and Repair Services, including all aspects of landscape and irrigation equipment maintenance, related repair services, and weed control of specified roadway ditches, sidewalks, trails, parking lots, and walking paths, pedestrian access tunnels, street medians, Fire Stations, Pump Stations, Hillside Communications Tower Site, Caltrans interchange areas, and other specified City properties and rights-of-way in accordance with the City of Milpitas plans, specifications and contract documents.

### Pre-Bid Conference

Date: May 11, 2012 10:00:00 AM PDT

Location: City Hall

Notes: City Hall  
455 E. Calaveras Blvd.

No Attachments

Attachments

### Documents

Name	Posting Date	Acceptance
 Streetscape Mair	May 3, 2012 11:16:35 AM PDT	Yes
 Exhibit A - Insur	May 3, 2012 11:16:50 AM PDT	Yes
 Exhibit B - Stree	May 3, 2012 11:16:58 AM PDT	Yes

Name	Posting Date	Acceptance
 EXHIBIT- C-1 Dr	May 3, 2012 11:17:11 AM PDT	Yes
 EXHIBIT- C-2 Ma	May 3, 2012 11:17:19 AM PDT	Yes
 EXHIBIT- C-3 Pu	May 3, 2012 11:17:26 AM PDT	Yes
 EXHIBIT- C-4 Ma	May 3, 2012 11:17:34 AM PDT	Yes
 EXHIBIT- C-5 Wi	May 3, 2012 11:17:42 AM PDT	Yes
 EXHIBIT- C-6 Wi	May 3, 2012 11:17:49 AM PDT	Yes
 Attachment A - I	May 3, 2012 11:18:04 AM PDT	Yes
 Attachment B - I	May 3, 2012 11:18:10 AM PDT	Yes
 Addendum 1.pdf	May 7, 2012 8:45:31 AM PDT	Yes
 Revised Proposal	May 7, 2012 8:45:53 AM PDT	Yes
 EXHIBIT_C-6_re	May 7, 2012 8:46:39 AM PDT	Yes
 EXHIBIT_C-2_re	May 7, 2012 8:46:59 AM PDT	Yes
 Exhibit C-7 Not 1	May 7, 2012 8:47:23 AM PDT	Yes
 Exhibit C-7 Not 1	May 7, 2012 8:47:38 AM PDT	Yes
 Addendum 2.pdf	May 10, 2012 4:00:57 PM PDT	Yes
 Revised Proposal	May 10, 2012 4:01:22-56 PM PE	No-Yes
 Exhibit C-8 Adde	May 10, 2012 4:01:47 PM PDT	Yes
 LLMD 98-1 Vicini	May 10, 2012 4:02:12 PM PDT	Yes
 Pre-Proposal Cor	May 11, 2012 2:42:22 PM PDT	Yes
 Exhibit 1 Adden	May 11, 2012 4:50:30 PM PDT	Yes
 Addendum No 3	May 11, 2012 4:50:49 PM PDT	Yes
 Revised Proposa	May 11, 2012 4:51:51 PM PDT	Yes

[Return to Bid](#)

Customer Support: [agencysupport@publicpurchase.com](mailto:agencysupport@publicpurchase.com) | Copyright 1999-2011 © | The Public Group, LLC. All rights reserved.

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**City of Milpitas  
Streetscape Landscape Maintenance  
and  
Repair Service**

**FFP 2024**

**Pre-Bid Conference  
10:00 AM – 5/11/12**

1. Company: New Image Landscapes  
 Representative: Matt Weist  
 Address: 3250 Darby Common  
 Telephone: 510 226-9171 Fax: 510 226-1298 e-mail: mweist@newimage Landscapes.
  
2. Company: Gachina Landscape Management  
 Representative: Gina Phillips  
 Address: 1130 O'Brien Drive, Menlo Park 94025  
 Telephone: (650) 924-3113 Fax: (650) 853-0430 e-mail: gphillips@gachina.com
  
3. Company: PACHECO BROTHERS GARDENING INC.  
 Representative: ROY BRAZIL  
 Address: 795 SANDOVAL WAY, HAYWARD CA, 94544  
 Telephone: (510) 487-3580 Fax: (510) 487-6830 e-mail: roy@pachecobrothers.com
  
4. Company: Terracare Associates  
 Representative: Mike Farrell  
 Address: 921 Arnold Dr. Martinez 94553  
 Telephone: 925 374-0060 Fax: 925 374-0065 e-mail: mfarrell@terracare  
associates.com



**City of Milpitas  
Streetscape Landscape Maintenance  
and  
Repair Service**

**FFP 2024**

**Pre-Bid Conference  
10:00 AM – 5/11/12**

5. Company: Jensen

Representative: John Fifer

Address: San Jose, CA

Telephone: 408 592-6127 Fax: 408 446-4881 e-mail: J.Fifer@jensencorp.co.

6. Company: Valley Crest landscape

Representative: Ryan Ferrara

Address: 825 Mabury Rd. San Jose, CA 95133

Telephone: 408 461-0991 Fax: ~~408 461-0991~~ e-mail: r.ferrara@valleycrest.com

7. Company: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

8. Company: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

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## Questions for Bid RFP #2024 - Streetscape Landscape Maintenance and Repair Services

### Question #1

Is there a current city budget as far as dollars and manpower that can be given for this contract?

May 3, 2012 3:16:26 PM PDT

By: Terracare Associates LP - mike\_farrell34

#### Answers

Current City budget information is not available. The City is looking for a contractor to provide high quality streetscape landscape maintenance services at a cost effective price. For information, there are five (5) maintenance workers performing the tasks in the RFP.

May 3, 2012 3:41:46 PM PDT

By: steve erickson

[Archive](#)

### Question #2

Can we bid on individual items in this bid, ie. Weed spraying and pesticide application only?

May 10, 2012 10:48:22 AM PDT

By: The F.A. Bartlett Tree Expert Company - kventura

#### Answers

No. The submission of a bid where only selected items have been responded to will be considered non-responsive, and will not be selected. The City is seeking an all inclusive contract for the items listed in the proposal.

May 10, 2012 11:25:08 AM PDT

By: steve erickson

[Archive](#)

### Question #3

Will the City consider not requiring certified payroll? (Of course the vendor would comply with prevailing wages).

May 14, 2012 10:40:06 AM PDT

By: Gachina Landscape Management - Gina Gachina

#### Answers

Certified payroll will be required, and this requirement will not be waived.

May 14, 2012 10:46:51 AM PDT  
By: steve erickson

Archive

**Question #4**

Are there any current noise limitations?

May 15, 2012 2:00:01 PM PDT  
By: ValleyCrest - rferrara@valleycrest.com

**Answers**

The City does have a noise ordinance that is works under. Under this ordinance, construction and maintenance work is limited to 7am to 7 pm Monday thru Saturday. No work outside these hours or on holidays is permitted without City approval. Emergency work, as declared by the City, would be exempt from the ordinance requirements.

May 15, 2012 2:32:58 PM PDT  
By: steve erickson

Archive

**Question #5**

Can you provide the number of irrigation zones within this contracts limits?

May 15, 2012 2:01:17 PM PDT  
By: ValleyCrest - rferrara@valleycrest.com

**Answers**

This information is not currently available. There are approximately 40 central irrigation controllers and approximately 30 older manual type irrigation control panels that serve the City streetscape areas.

May 15, 2012 2:41:06 PM PDT  
By: steve erickson

Archive

**Question #6**

The last addendum extended the bid due date until 5/14 which has already passed. Was this meant to be 6/14 or another date?

May 15, 2012 2:13:18 PM PDT  
By: New Image Landscape Company - newimagelandscape1

**Answers**

The bid opening was extended to 5/21/2012 and all bids shall be received by

May 15, 2012 2:39:14 PM PDT  
By: steve erickson

this date. It is the City's intention to award a contract by June 5, 2012.

[Archive](#)

#### Question #7

On Milpitas Blvd from 237 to Dixon Landing, you specify medians only, is there any of the streetscaping right of ways on either side included? There are soundwalls running along Milpitas Blvd. that look like they might be included (not taken care of by the HOA) that they are outside of.

May 15, 2012 3:31:53 PM PDT

By: Terracare Associates LP - mike\_farrell34

#### Answers

The streetscape areas along Milpitas Blvd from 237 to Dixon Landing should be included. The most of the soundwalls in this reach are City owned, however painting or other maintenance of soundwalls is not listed as a maintenance item.

May 15, 2012 3:38:39 PM PDT

By: steve erickson

[Archive](#)

#### Question #8

The #29 Streetscape listed - Arizona Ave from Dixon Landing to Abel - lists medians only, but there are no medians along that stretch of Arizona

May 15, 2012 3:34:18 PM PDT

By: Terracare Associates LP - mike\_farrell34

#### Answers

This is correct, there are no medians on Arizona. This should be changed to the Streetscapes along Arizona from Dixon Landing to Abel.

May 15, 2012 3:47:15 PM PDT

By: steve erickson

[Archive](#)

#### Question #9

Are current conditions of the streetscapes acceptable?

May 16, 2012 9:01:20 AM PDT

By: Jensen Landscape Services - Fifer

#### Answers

The condition of the landscaping depends on the which street. As stated on Addendum #3, question 7, There will be a 60 day period after award of a contract to determine deficiencies that require correction or up grade, and these repairs will be at extra work. The goal is to improve the

May 16, 2012 9:13:23 AM PDT

By: steve erickson

landscape in areas where needed rather than to maintain in a dated or blighted state.

[Archive](#)

#### Question #10

Addendum # 3 Revised Pricing- Have the fire stations and pump stations been removed from this RFP? They are no longer present on the updated pricing sheet. Please advise if these items are supposed to be included or not?

May 16, 2012 10:33:16 AM PDT

By: ValleyCrest - rferrara@valleycrest.com

#### Answers

Addendum 3 includes a revised proposal, and limits the scope of work to the locations provided for in the revised proposal. Addendum 3 removed the fire stations and pump stations.

May 16, 2012 10:50:17 AM PDT

By: steve erickson

[Archive](#)

[View Bid](#)

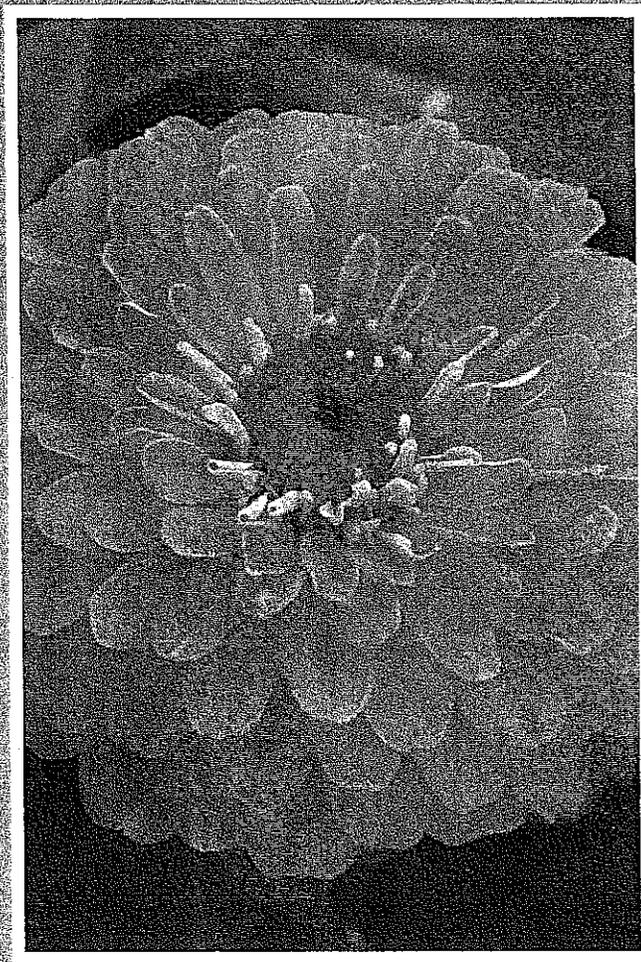
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# TERRACARE ASSOCIATES

## Landscape Management

COPY



CITY OF MILPITAS

Streetscapes - REP 2024

5/18/12

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

**Re : RFP 2024 – City Streetscapes**

Dear Mr. Schroeder,

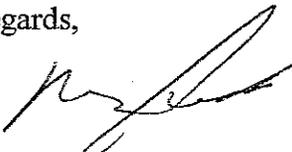
Terracare Associates looks forward to a long relationship with the City. We have put together a plan to augment the park operations to care for the city streetscaping. We see our ability to care for many of the landscaping contracts under the Terracare umbrella as a benefit for the city. We have presented a cost effective proposal that will enhance the streetscapes and beautify the city long term.

We have planned the proper fertilizers, herbicides, and irrigation management to bring the landscaping back to a healthy state. Our supervision in the streetscaping zones will be ample, as we will have an office in Milpitas. Our ability to provide the city with a seamless transition from public works to using a contractor, while presenting the public with one company, we hope will promote good will amongst the citizens of Milpitas.

We feel very confident that we have presented a care program that will take the streetscaping to a higher level.

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

Regards,



Mike Farrell  
Business Development Manager  
Terracare Associates

## COVERLETTER– RFP 2024 - STREETSCAPES

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

4501 Harlin Dr.  
Sacramento, Ca 95826  
916.857.1970

### **(Colorado Locations)**

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

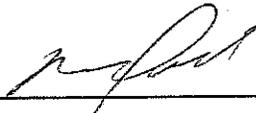
13636 East Davies Place  
Centennial, CO 80111  
(303) 792.0350

7795 West 120<sup>th</sup>. Ave.  
Broomfield, CO 90020  
(303) 439.0867

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

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

Signature of Proposer X \_\_\_\_\_



## **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 streetscape 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 the streetscaping. We feel after going through this process, drawing on our other city contract experiences 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 streetscaping and parks for the City's of Hercules, Oakley, and Brentwood to provide a service level that the citizenry of Milpitas will notice immediately. All reporting, and job walks will be prompt and attended by not only our onsite management, but our upper management as well. Terracare will have technicians in the city's streetscaping zones daily performing the tasks called out in the scope of work, policing for trash and debris, and taking the streetscaping to a higher level for the citizens of Milpitas. Given that we will already have an office in the city, we will be able to respond to emergencies quickly. Our management will monitor the streetscaping daily and be able to meet with city management whenever needed.

## **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.
10. Certified Water Manager'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. and 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. In addition we manage hundreds of thousands of square feet of ROW's for the city of Hercules. We are knowledgeable about traffic safety, citizen protection in and around our workplaces. Please see reference page in this section as well as our reference pages.

**PERSONNEL TO BE ASSIGNED & RATE SHEET**

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

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

Manager.....	Fabio Rossetti.....	\$29.00/hr.
Asst. Mgr/Irrigation Mgr.....	Brian Zanni.....	\$26.00/hr.
Lead Irrigation Tech.....	Shawn Calcusi.....	\$24.00/hr.
Irrigation Tech.....	Eduardo Ramirez.....	\$19.00/hr.
Foreman.....	Mario Alvarado.....	\$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.**

**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.**

## **PROPOSER'S REFERENCES**

### **City of Oakley**

Len Morrow – 925.625.7015 [morrow@ci.oakley.ca.us](mailto:morrow@ci.oakley.ca.us)

3231 Main St.

Oakley 94561

Start date: 5/1/2009 to Present

3 men 2 days per week

Care for 4 sports field related parks. 1.7 million sq. ft. of turf, and 250,000 sq. ft. of planter. Conduct sports field renovation, maintenance of sports surfaces, graffiti removal, gopher control, and regular weekly visits.

### **City of Suisun**

Nick Lozano – 707.421.7344

701 Civic Center Blvd.

Suisun City, CA 94585

Construction project of Lawler Ranch Park – completed 12/31/2006 – Project cost: 1.1 million

Were given 10 acre parcel of reclaimed marsh land and built a full service community park with play structures, open space turf, walking paths, and all underground infrastructure.

### **City of Hercules**

Jeff Brown – 510.799.8252 [jbrown@ci.hercules.ca.us](mailto:jbrown@ci.hercules.ca.us)

111 Civic Dr.

Hercules 94547

Start date: 1/1/2005 to Present

5 men 3 days per week

Care for 12 acres of turf and over 15 acres of shrub beds – ROW's, Medians, and parks. We also installed the Hanna Ranch Soccer Fields and provide ongoing care for them.

**City of Brentwood**

Craig Bronzan – 925.516.6054

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.

## SCOPE OF WORK

### Streetscape Landscape Maintenance and Repair 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. Refer to the documentation and the exhibits attached

#### PART 1 – GENERAL WORK REQUIREMENTS

##### 1.1 SUMMARY

- A. Nature of Work. The City is seeking a Contractor to provide all aspects of streetscape landscape maintenance and related repair services including weed control for the areas specified, for all areas identified in this RFP.

The scope of work of this contract will include all labor, plants, tools, equipment, transportation, implements, insecticides, fungicides, fertilizers, fees, and other necessary items.

The City of Milpitas has four Fire Stations, five Water Pumping Stations, one Main Sewage Pumping Station, 12 Storm Pumping Stations, a Communications Antenna Site, Police Dog Training Park, Police gun range, and Berryessa and Coyote Creek walking trails, and a park-n-ride parking lot which require routine weed abatement, litter pick-up, and landscape maintenance. In addition, the City provides litter, weed abatement, and landscape maintenance of City owned roadway ditches, street medians, select portions of the State Caltrans right of way at the 880/Calavers (237), 880/Montague Expressway, 680/Calaveras Blvd, 680/Jacklin Road intersections.

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 landscape, irrigation and plant repair work as directed by the City.

Change Orders or Additions. The City reserves the right to add additional work areas to the contract as they are completed or come off contract with other companies. Compensation for additional similar work shall be based on the contract hourly rate schedule 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. The City has a central irrigation control system for a portion of its irrigation system.
4. The Contractor shall submit a WEEKLY IRRIGATION SYSTEM REPORT that notes visual observations from site inspections, and responses to the central irrigation system alarm reports. A weekly meeting will be scheduled with the City and the Contractor to review the Contractor's report.
5. The Contractor shall submit a MONTHLY INVOICE for payment of work completed during the previous month, and attach backup documentation for all labor and materials used, and the location of all work, including but not limited to the
  - i. MONTHLY MAINTENANCE CHECKLIST
  - ii. WEEKLY IRRIGATION SYSTEM REPORTS
  - iii. Delivery tickets and receipts for materials used
  - iv. Pesticide/Herbicide use reports

## 1.3 QUALITY ASSURANCE

### A. Qualifications

1. The Contractor shall have an 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 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 turf areas shall be fertilized twice a 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, or as recommended for healthy turf.

C. Herbicides, Insecticides, and Fungicides

1. The Contractor shall minimize reliance on chemical usage. Refer to Section 3.6 – Pesticide and Herbicide Applications.
2. Best quality materials in the original manufacturers' containers, properly labeled with guaranteed analysis.
3. 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 proposal. 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 - Safety

A. Public Safety

1. It is the Contractor's responsibility to provide for the safety of traffic and the public. This includes responsibility to inspect, and identify conditions that render any portions of the jobsite unsafe. The City shall be notified immediately of any unsafe conditions that requires major correction. The

Contractor shall be responsible for making minor corrections, including, but not limited to; filling holes in median areas, using barricades or traffic cones to alert the public to the existence of hazards, and replacing valve box covers. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall, at his expense and without cost to the City, furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and take other protective measures as are necessary to prevent accidents, damage or injury to the public.

2. The Contractor shall provide formal Traffic Control Training to its employees at least every 9 months.

B. Traffic Control

1. Traffic control including the use of cones, barricades, advance warning signs, flagmen, etc., shall comply with the standards of the State of California Department of Transportation. Construction signs, lights, barricades, etc. shall conform to the latest revision of the Manual of Warning Signs, Lights and Devices For Use In Performance of Work Upon Highways, by the California Department of Transportation.
2. Traffic lanes and sidewalks shall be kept open at all times unless a detour is provided except when maintenance work may require temporary closing of the lane immediately adjacent to the work area. At no time shall there be less than one traffic lane open in each direction. The Contractor shall minimize closing of traffic lanes by parking maintenance vehicles for loading and unloading of materials and landscape maintenance equipment in the left hand turn lanes(s) at the beginning of the median taper. Appropriate safety devices such as traffic cones, warning signs, early warning safety directional boards and/or barricades shall still be used as required. Lane closures shall not occur during the times or in the directions of the traffic commute. Proposed lane closures for maintenance shall first be approved and coordinated with the City.
3. The Contractor shall conduct maintenance operations so as to offer the least possible obstruction to the public and to abutting property owners. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall, at his own expense and without cost to the City, 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 his 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.
4. If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, the City reserves the right to install or have installed the

necessary lights, barricades, etc. The cost involved shall be deducted from any money due or to become due to the Contractor.

5. No material or equipment shall be stored on City property without first obtaining approval from the City. Any materials or equipment brought to the site for use during any one day shall be placed where it will not interfere with the free and safe passage of traffic and pedestrians. Such materials and equipment shall be removed at the end of the day or when maintenance operations are suspended for any reason.
6. The Contractor shall adhere to all Cal-OSHA and Department of Transportation standards and requirements and take all necessary safety precautions to insure that maintenance work does not endanger the health and safety of the public or cause hazards to the safety of landscape maintenance employees.

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 Contractor's 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.
- E. All areas within the work sites are to be kept free of weeds and volunteer tree growth. This includes but is not limited to, all bare dirt areas and any weed growth within the ground cover and shrub plantings. Pedestrian walkways, medians, roadsides, ditches and other paved areas are to be kept weed free at all times; this includes the area that extends two feet from the face of the curb into the street area.
- F. Maintain trails, pathways, and roadway ditches in a safe, trash, and debris-free condition. Trees must be kept 8 feet above walking paths. Weeds must be kept back at least 2 feet and shall be maintained so that weeds are no taller than 3 inches high.
- G. The Contractor shall comply with all rules, regulations, and license requirements of the California Department of Pesticide Regulation, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of work on the contract.
- H. All chemical applications are to be made with Contractor furnished Written Recommendations. Contractor is to supply the City with copy of Recommendations. Spray containers and equipment shall not be emptied or cleaned out at the site. Spray materials shall be non-staining.

### 3.4 IRRIGATION SYSTEM MAINTENANCE

- A. The existing irrigation system is a Rainmaster Evolution (DX2) 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.

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 turf areas shall be fertilized two 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.
- D. The Contractor shall follow all applicable California Department of Pesticide Regulations requirements for the safe use and handling of pesticides, and for adherence to label instructions.
- E. No restricted use pesticides shall be used without the prior consent of the City. All requirements for the use of restricted materials, including the filing of the Notice of Intent, shall be the responsibility of the Contractor.
- F. **The AWARDED contractor shall comply with the requirements of "Attachment A – Pesticide Application."**

### 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 weekly to a height of 2" to 2 1/2" from November through February, and 2 1/2" to 3" from March through October, or as required for maintaining neat, healthy turf.
  6. Contractor must use mulching mowers and all turf cuttings shall be mulched into the site.
- C. All turf edges shall be trimmed after each cutting or as necessary to maintain a neat, trim appearance.
1. Trimming shall include cutting all grasses along walls, fences, poles, guy wires and edging all grasses along curbs, sidewalks, mowing strips or any other objects within or immediately adjacent to lawn areas.
  2. Grasses 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, 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. Vertical cut as required.

### 3.8 GROUND COVER 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.
- F. Shrubs shall be pruned as necessary to encourage healthy, natural growth patterns for each specific variety. Pruning shall include thinning, shaping, and removing dead or diseased branches. Shrubs which may restrict visibility, such as those adjacent to left hand turn lanes or those within 100 feet of any intersection shall be kept within the height range of 12" – 36" as measured from the street level.

All shrubs shall be pruned back to clear all roadways, curbs, gutters and sidewalks. Shrubs shall not block signs, utilities, utility meters or any other facilities located within the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned so as to minimize blockage of irrigations spray patterns.

- G. Groundcovers such as ivy, ice plant, Lily, etc., shall be kept trimmed behind top of curb lines at all times, and out of drainage ditches, kept out of inter planted shrubs and trees, trimmed to keep all signs, poles, guard rails, and utility meters clear. Maintenance shall include removing all spent flowers immediately following the flowering season.
- H. 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 the Contractor. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of 12 feet.

All trees within Contractor work zone and area of responsibility shall be pruned by qualified personnel using horticulturally sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and healthy, natural appearance. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed.

Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately reported to the City, which shall have the responsibility for cleanup of such trees and large limbs. Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the Police Department immediately. Any small branches which fall or are blown down from median plantings, causing no damage, shall be removed and disposed of by the Contractor.

#### 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

**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.

**Trail/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 kept free of litter, broken glass, pop tops and other debris. Asphalt and concrete pathways shall be cleaned of sticky or unsightly residue, gum, etc.

**Parking Lot cleaning:** All trash and leaves must be removed twice a month or as needed at the four Fire Stations and Pump Stations, and the City Main Street parking lot under the 237 overpass.

**Service requests:** Contractor shall 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 shall 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 3 to 5 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.

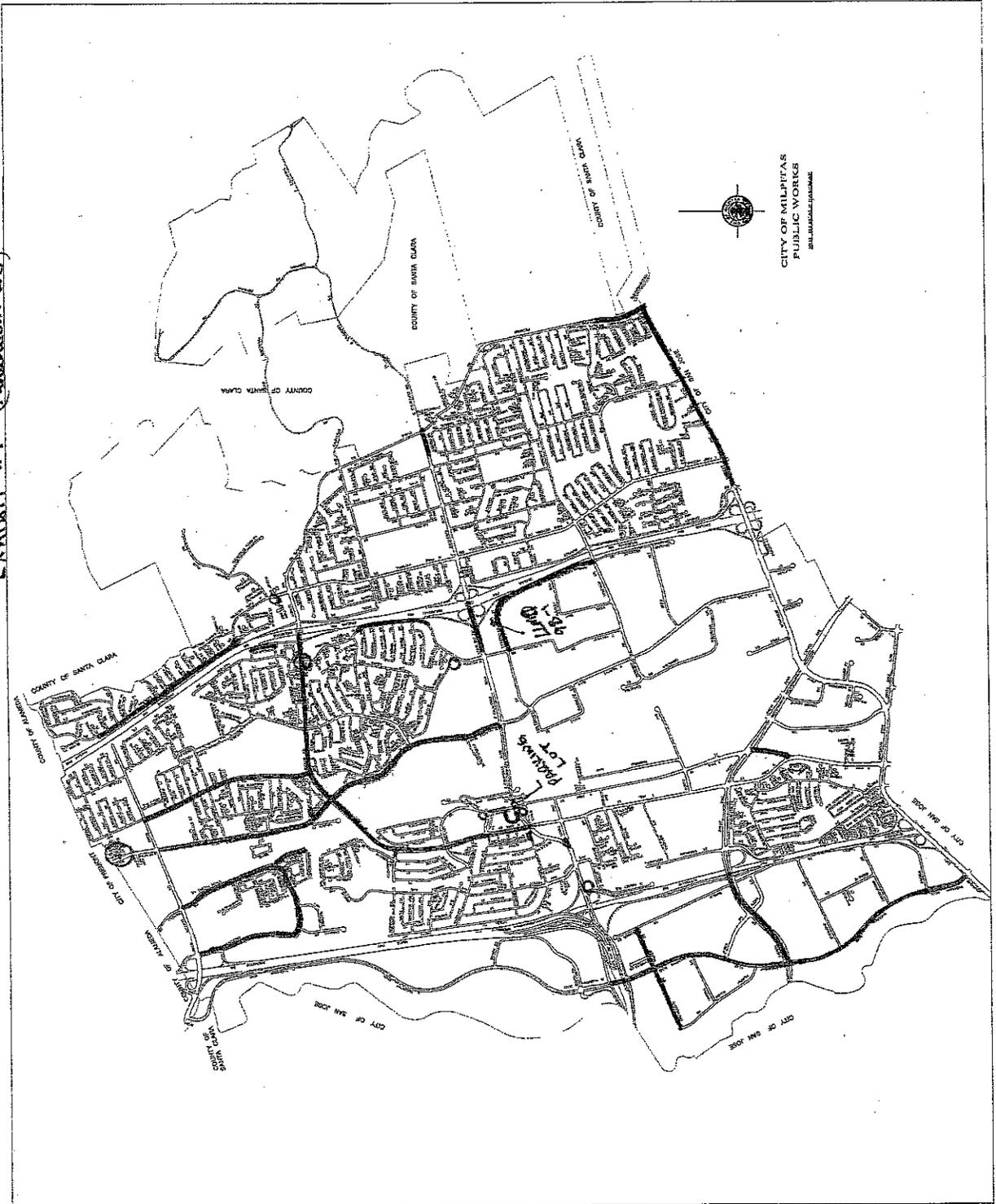
**Vandalism repairs/clean up:** There are approximately 10-20 acts of vandalism per year. Vandalism can be anything from broken glass, to graffiti, to burned garbage cans, turf damage, or damage to any facility or piece of equipment. Clean up must be completed within one business day of occurrence or reporting. Public hazards must be secured immediately. Larger repairs must be completed within 3 business days of the occurrence or reporting by the City.

#### PERFORMANCE MEASURES

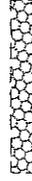
The selected Contractor shall perform all services in a diligent way to avoid callbacks from the City. Thoroughness and completeness of the work is required. Lack of completeness and neatness, will result in callbacks from the City.

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.

Exhibit #1 (Addendum #3)



**LEGEND**

 Landscape Area

Los Cochese Street (60' R/W)

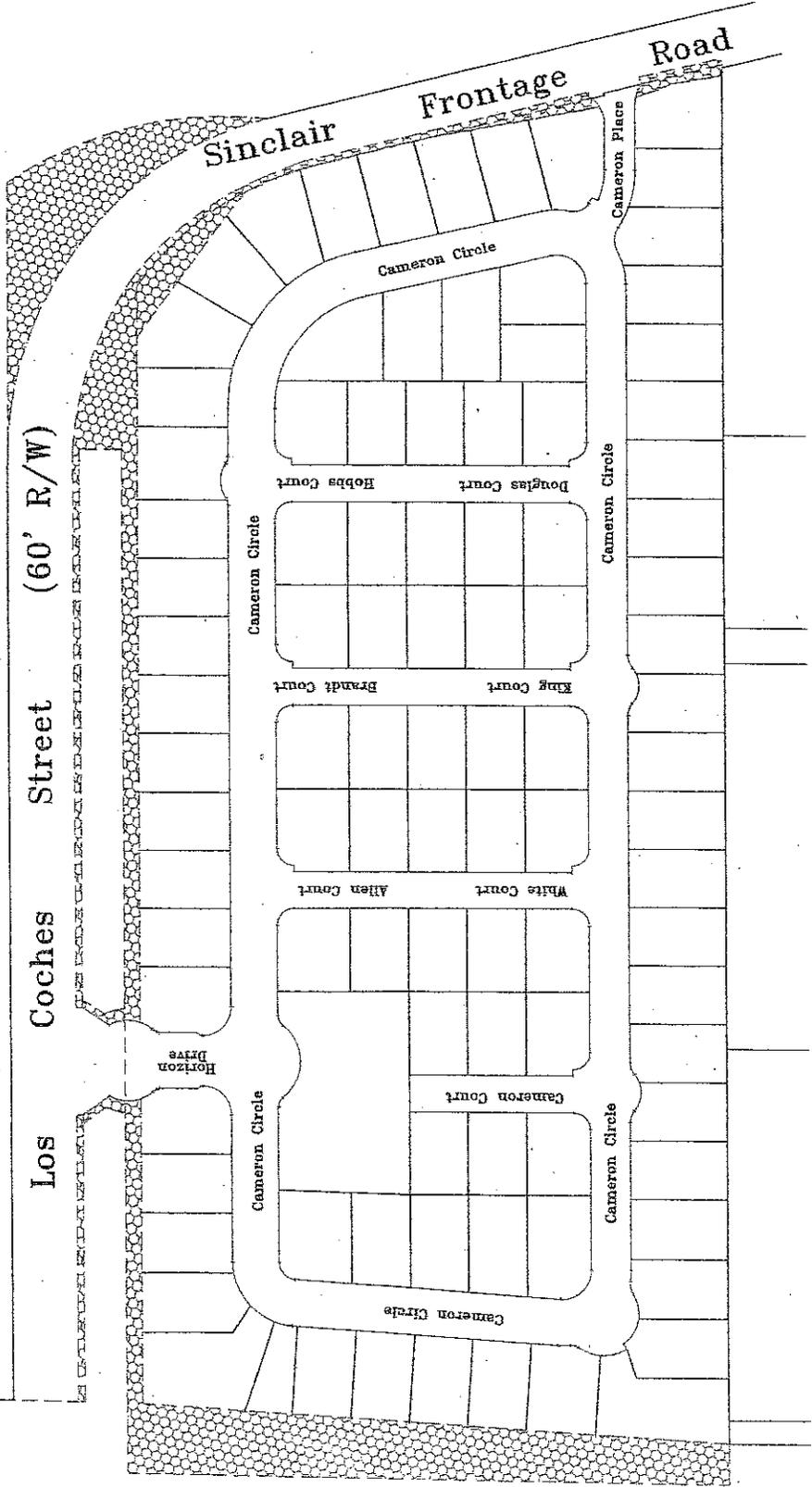
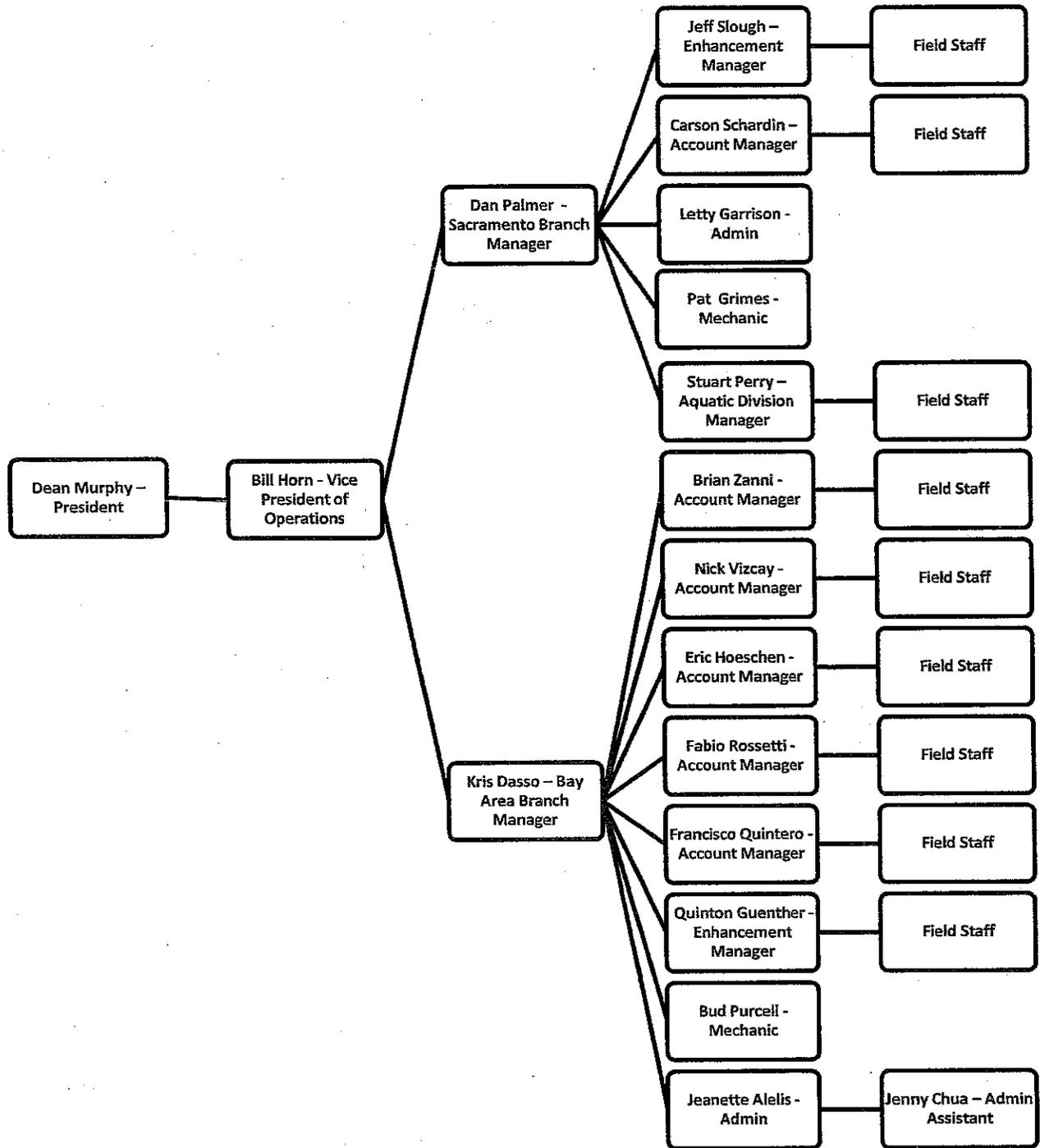


Figure 2

Not to Scale	Landscaping and Lighting Maintenance Assessment District No. 98-1	PART "G" VICINITY MAP
	MILPITAS, SANTA CLARA COUNTY, CALIFORNIA	
	MILPITAS, SANTA CLARA COUNTY, CALIFORNIA	

ORGANIZATION - CALIFORNIA



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**PERSONNEL**

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**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**

B.S., Management, Minor Marketing

**AFFILIATIONS AND CERTIFICATIONS**

South Metro Chamber of Commerce-

2007, EDG Committee Chairman

2008-2009, Chairman of the Board

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

**BILL HORN** VICE PRESIDENT OF CALIFORNIA LANDSCAPE GROUP

Mr. Horn has 32 years experience in the Landscape Management Industry. Mr. Horn currently oversees all West Coast operations. Mr. Horn specializes in technical field expertise and customer service. Mr. Horn is also very involved in Resource Management and the implementation of Sustainable Landscape Management practices.

**EDUCATION****Solano College**

Agriculture, Business

**AFFILIATIONS AND CERTIFICATIONS**

Professional Landcare Network-

Green Industry Expo - Board of Directors – Current

Board of Directors – Current

Safety and Risk Management Committee – Current

Landscape Industry Certified Manager and Technician

Landscape Management Committee Chairman – 2008-2010

California Landscape Contractors Association - Member

State of California - C-27 contractors - License #935132

State of California Qualified Pesticide Applicators - License #103242

Rotary international - Paul Harris fellow

**KRIS DASSO BAY AREA BRANCH MANAGER**

Mr. Dasso has been with the company for 18 years. His vast experience in all aspects of landscape maintenance and landscape construction make him a very valuable asset on our California team. Kris is currently the Branch Manager for the Martinez location and brings strong leadership through mentoring of his staff and providing expertise to his clients. Kris's strong communication skills provide clients and team members a cohesive forum for solving problems, creating opportunities for client enhancements and continued growth for the California team.

**E D U C A T I O N**

**Iowa State University**

B.S. Computer Science

**A F F I L I A T I O N S   A N D   C E R T I F I C A T I O N S**

State of California - C-27 contractors - License #828142

State of California Qualified Pesticide Applicators - License #104601

Certified Bay Friendly Landscaper

**DAN PALMER SACRAMENTO AREA BRANCH MANAGER**

Mr. Palmer has been with the company for 14 years. His experience in landscape management includes landscape maintenance, landscape construction, as well as lake management. Dan is currently the Branch Manager overseeing all aspects of our Sacramento Area operations. Dan's organizational skills, commitment to performance, and financial understanding have enabled him to deliver strong performance with his team.

**E D U C A T I O N**

**University of California - Davis**

B.A. Political Science

**A F F I L I A T I O N S   A N D   C E R T I F I C A T I O N S**

State of California Qualified Pesticide Applicators

California Landscape Contractors Association - Member

Rotary international - Loomis Chapter – Chartering President

Professional Landcare Network –

Landscape Industry Certified Manager and Technician

Landscape Management Committee Member - Current

**CARSON SCHARDIN ACCOUNT MANAGER**

Carson has been part of the Terracare Associates team for over three years. Acting as account manager, Carson oversees all of the landscape maintenance accounts in the greater Sacramento area. He excels at client relations, problem solving, and ensuring quality work on the job site. Outside of work, Carson loves to travel, spend time with family and friends, play golf and race motocross.

**E D U C A T I O N****California Polytechnic State University**

B.S. International Agriculture Business

**NICK VIZCAY ACCOUNT MANAGER**

Mr. Vizcay is nearing his first anniversary as a member of the Terracare Associates team. He has been involved in the landscape industry for more than ten years and enjoys working outside. Mr. Vizcay enjoys spending time with his wife and two young daughters. As a family they like to swim, play outside and go to the park. Mr. Vizcay also enjoys playing soccer, basketball and golf.

**E D U C A T I O N****California State University - Chico**

B.A. Business Administration

**BRIAN ZANNI ACCOUNT MANAGER**

Mr. Zanni has a "knack" for seeing things as "they could be". He takes pride in looking at a long term approach for all of his clients' needs through clear and concise communication and the setting of expectations. He encourages continued education and training for all of his employees. Mr. Zanni enjoys spending time with his wife and five children. As a family they like to go on walks to the park, play kick back, swim, go camping, play catch; they also enjoy trips to the beach, zoo, museums and aquariums.

**FABIO ROSSETTI ACCOUNT MANAGER**

Fabio has been with Terracare Associates for more than fifteen years in various roles in the company including field worker, maintenance foreman, and his current role as Account Manager. Fabio likes to solve problems for his clients and values the relationship he has established with each of them. In his spare time, Fabio enjoys spending time with his family.

**FRANCISCO QUINTERO ACCOUNT MANAGER**

Francisco has been a integral part of the Terracare Associates team for the past fifteen years. In his current role, he has primary responsibility for the landscape maintenance service that Terracare Associates provides to the City of Brentwood, CA and the City of Oakley, CA. This includes management of maintenance team of fifteen which provides services for the City of Brentwood and the City of Oakley's sixty-two park locations.

**ERIC HOESCHEN ACCOUNT MANAGER**

Eric has been a recent addition to the Terracare Associates team. He has been added to the team to bring his experience and education to help with the management of new accounts along with existing accounts. He has been working in the landscape industry for over 7 years working as an intern for two summers and then full time once he graduated from college. Eric enjoys spending time with his family, Fiancé, and being outdoors skiing, mountain biking, Fishing, Hiking and travelling.

**EDUCATION****University of California State University - Davis**

B.S. Environmental Horticulture and Urban Forestry, Awarded the Plant Sciences Departmental Citation, 2008

**QUINTON GUENTHER ENHANCEMENT MANAGER**

Mr. Guenther has been a part of the landscape industry for ten years. He started working at a nursery while in school in Santa Cruz, CA and from there worked as an account manager for about six years in San Jose before moving to Terracare Associates two years ago. Mr. Guenther's love of the outdoors includes anything having to do with snowy mountains...snowboarding, split boarding, snowshoeing, and mountaineering. In the summer months, Quinton enjoys golf, camping, hiking and backpacking.

**EDUCATION****Cabrillo College**