



CITY OF MILPITAS CONTRACT

Project: **McCarthy Ranch Landscape Maintenance Services**

Bid No: **RFP #2120**

Amount of Contract: Initial One Year Term not-to-exceed:	\$84,576.00
Total of all Options not-to-exceed:	\$338,691.00
Total Five Year Contract not-to-exceed:	\$423,267.00

THIS CONTRACT, made this 1st day of December, 2015, by and between the City of Milpitas, hereinafter referred to as the "City of Milpitas", a municipal corporation and **Terracare Associates**, a California corporation 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 the contract shall be one (1) year from December 1, 2015 to November 30, 2016 (the "Anniversary Date"). The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the contract. The City of Milpitas reserves the right to extend this contract for four (4) one (1) year options exercisable at the City's sole discretion, not to exceed five (5) years in total. The City may exercise the renewal option years by written notice to the Contractor by mail, fax or email, including a Purchase Order, sent no later than the last day of the current term. If a renewal option is exercised and/or a price increase is granted it will be transmitted to the Contractor using "**Exhibit A (of the Contract) – Notice of Exercise of Option to Extend Agreement**", and
- C. WHEREAS, said Specifications include: Proposal No. **2120** for **McCarthy Ranch Landscape Maintenance Services**, in its entirety, all Addenda, and the following documents by this reference are hereby offered as a part of the contract to be awarded:
 - a. List of Documents to be Returned with Proposal
 - b. Narrative Proposal (including Company Profile and Execution Plan)
 - c. Proposal Offer Form
 - d. Non-Collusion Affidavit
 - e. Proposer's Statement Regarding Insurance Coverage
 - f. Worker's Compensation Insurance Certificate
 - g. Apprenticeship Standards Certificate
 - h. Nondiscriminatory Employment Certificate
 - i. Minimum Qualifications & Experience Statement
 - j. References
 - k. Subcontractors List (If applicable)
 - l. Subcontractors Acceptance of Solicitation Requirements (If applicable)

- m. Payment Bond (If applicable)
- n. Copies of Contractor's licenses and required certificates
- o. Insurance Requirements
- p. Public Purchase Addendum 1, and Questions 1 through 9

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

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

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

City of Milpitas,
A Municipal Corporation

Terracare Associates

Thomas C. Williams, City Manager

Contractor's Authorized Signature

Name of Authorized Representative

Title of Authorized Representative

City of Milpitas Business Tax
Compliance: Certificate No. _____

Approved As
To Form:

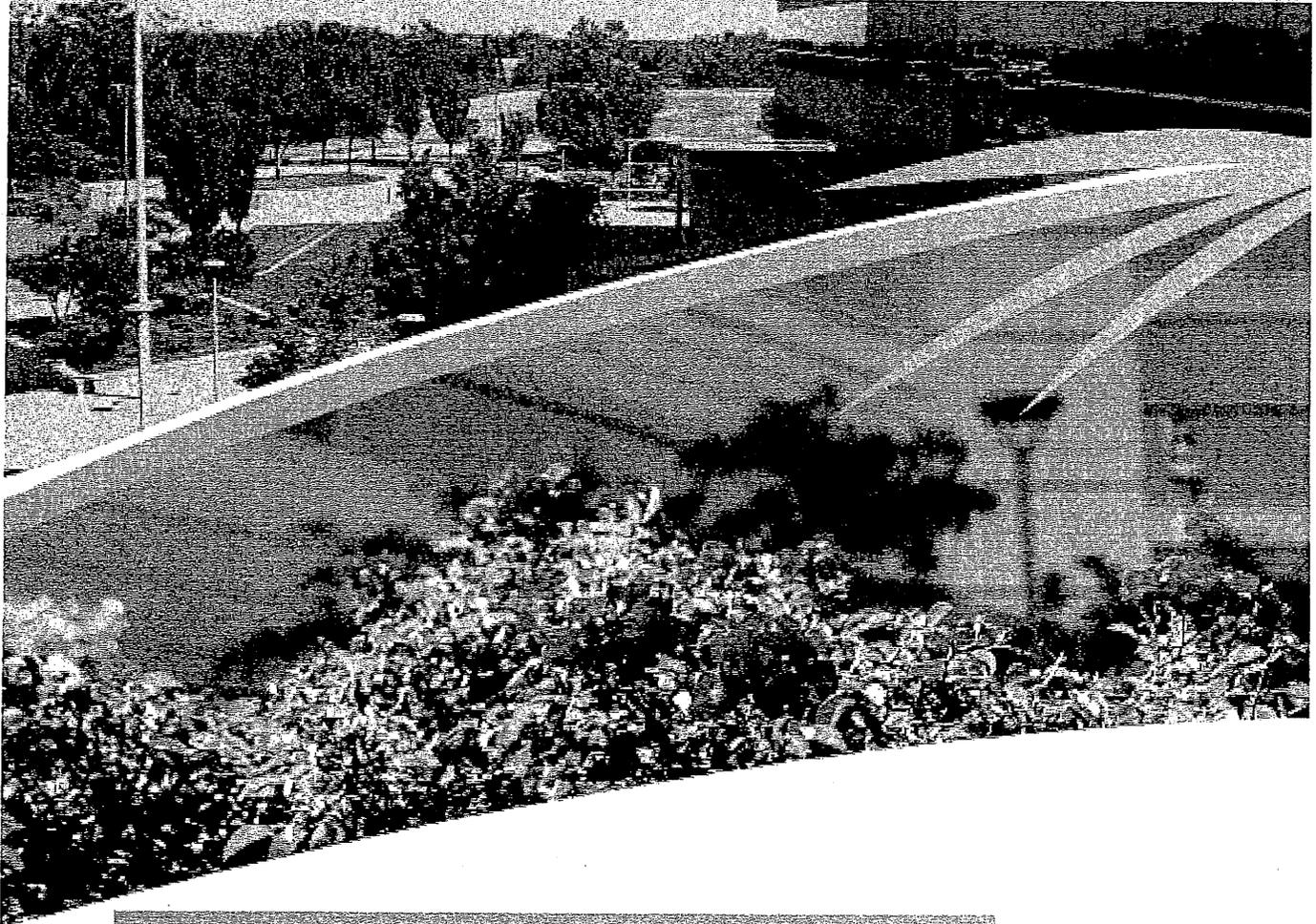
Christopher J. Diaz, City Attorney

Approved As
To content:

David Gordillo, Project Manager



Landscape Management Proposal



**McCARTHY RANCH LANDSCAPE
SERVICES – RFP #2120
10/23/15**



LEADERS IN OUTDOOR MAINTENANCE | MyTerracare.com



10/23/15

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

Dear Chris,

Thank you for considering Terracare Associates, LLC - TCA to be your landscape management service provider for the **McCarthy Ranch Landscape Services**. As leaders in outdoor maintenance, TCA offers you a wide array of expert services including:

- **Comprehensive landscape maintenance programs**
- **Landscape design and enhancement**
- **Irrigation installation, management, inspection, repairs, and audits**
- **Seasonal color programs**
- **Horticultural consulting, fertilization, and pest control**
- **Budget and contract-specification assistance**

In response to your request for proposal, we have carefully considered the scope of work you have expressed through this process and are pleased to present this proposal. Our staff is prepared to not just meet the requirements described in your request, but exceed them with our superior customer service model. Our goal is to increase the value and marketability of your property. Our commitment to you: quality service, competitive pricing and knowledgeable staff – places TCA at the top of the landscape management industry.

Thank you for your time throughout this proposal process. Please contact me with any comments or questions, and I look forward to discussing this proposal further.

Respectfully,

Mike Farrell - Business Development Manager
Terracare Associates
921 Arnold Dr.
Martinez, CA 94553
Office: 925 250 0504
mfarrell@myterraccare.com



PART 1 – NARRATIVE PROPOSAL

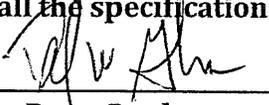
Section 1 – Proposers Background/Company Profile –

- a. Company Ownership – Terracare is a Limited Partnership.
- b. Location of Offices – Please see final page of proposal for locations.
- c. Number of Employees – 500+
- d. Point of Contact – Mike Farrell – Sales Manager
1194 Ames Ave. Milpitas, Ca 95035
408.603.2976 cell
- e. Company background – Please see **Company Introduction** below.
- f. Length of service – Since 1985.
- g. Personnel Resumes – Please see Employee Bio’s section contained herein.

***Terracare is not part of any pending civil litigation, ac municipal contract failures. Terracare has not had any any municipal contracts.**

****Terracare agrees to and accepts all the specifications**

mfarrell@myterracare.com

Signature of Branch Manager : 
Dave Gardner

Section 2 – List of Documents – Please see completed doc

Section 3 – Firm Qualifications – Please refer to our comp please refer to the below supporting document of record for many large municipal contracts (j herein). Terracare has an office located in the (wherewithal to support this additional landscape zone.

Section 4 – Proposed Execution Plan – Our onsite management will consist of the same management team that is currently providing oversight to the parks and streetscapes for the city. Raul Rossel will liaise with the city contact regarding all critical task management. We will augment our city crews to incorporate the McCarthy Ranch zone. (Please see Employee Bio’s section contained herein.) We do not plan to rent any equipment for this project.



Section 4 (Cont.) - Our workforce will consist of a 3-4 man crew working on site 2-3 days per week. Workforce levels will change according to seasonal demands, weekly workload requirements, and special requests by the city.

Frequency Schedule of Maintenance Operations – McCarthy Ranch

Ground Cover Care	Weekly	Monthly	X/Year	As Needed	Comments
Leaf Litter Removal	X				
Trash/Debris Removal	X				
Neat Appearance	X				
Weed Control					
a. Post emerge		X			
b. Hardscape		X			
Irrigation Programming	X				
Irrigation Check		X	1 Major		
Fertilize			2		
Pest Control					
a. Monitor	X				
b. Snails			4		
Tree & Shrub Care	Weekly / Daily	Monthly	X/Year	As Needed	Comments
Neat Appearance	X				
Weed Control					
a. Post emerge		X			
b. Tree wells			4		
Irrigation Programming	X				
Irrigation Check	X	X	1 Major		
Fertilize			2		
Pest Control					
a. Monitor	X				
b. Snails			4		
Dormant Tree Pruning 15' & Under			1		
Pruning-Size			5		
Staking-Remove/Adjust			2		
Paved Area Care	Weekly	Monthly	X/Year	As Needed	Comments
Trash Removal	X			X	
Weed Control	X			X	



Section 4 (Cont.) –

Frequency Schedule of Maintenance Operations – McCarthy Ranch

Lawn Care	Weekly	Monthly	X/Year	As Needed	Comments
Leaf Litter Removal	X				
Trash Removal	X				
Neat Appearance	X				
Weed Control					
a. Post emerge			4		
b. Pre-emerge			2		
Irrigation Programming	X				
Irrigation Check	X	X	1 Major		
Fertilize			3		
Pest Control					
a. Monitor	X				
Mow	Summer				Twice Monthly- Winter
Edge		2X			



Section 4 (Cont.) –

QUALITY ASSURANCE PROGRAM

Terracare will conduct routine, weekly and monthly quality checks throughout the community. Those checks will be conducted by the project team, upper management and sales. The various areas will be rotated by different team members so each is viewed by a different set of eyes each month. Below is a more detailed explanation of our quality assurance program.

Quality Assurance Program – As stated above, our Project Manager and our upper management will conduct quality control audits. We then will generate any necessary work orders for repair in our work order management system, “Spiceworks” and complete the corrections.

Service Complaints – Since Terracare is the service provider for many large and complex contracts, we have put in place many procedures to handle both work orders and client requests. As stated above, any request or issue that comes into our office via email, text, phone, fax, etc. will be made into a work order in our Spiceworks system and given a number for processing. The work order will then be reviewed by our Project Manager, and he will distribute to the appropriate field personnel to complete the repair.

- a. Depending on the type of complaint and/or issue that is generated into a work order in our program, the Project Manager will assign a “time of completion” to each work order which will also be entered into our system. The system is set up to alert the Project Manager if the work order has not been “closed” by the time of completion assigned. It is a safeguard to make sure we take care of all of our work orders in a timely manner.
- b. To minimize repeats of the same issues, the Project Manager, our Branch Manager and our V.P. will review the monthly report generated from our program and discuss with all involved how to better handle our service so as not to experience the same issues in the future.
- c. Corrective actions will be immediate and will be specified in our monthly reports to the City of Milpitas. Any items that are caused by Terracare’s negligence will be corrected at no charge. If there are emergency items that are called in, we will get direction as to cost containment prior if at all possible from onsite management.



Section 4 (Cont.) –Terracare possesses all the necessary licenses and certifications to perform all aspects of this contract. Terracare partners with many municipalities successfully caring for millions of square feet of landscaping throughout Southern & Northern California, as well as Colorado. Our approach is hire the right people, with the right experience and empower them to do the right things for our clients. Our management continuously educates our field personnel to do their jobs better. In managing this contract for the City of Milpitas, we will provide the necessary oversight, labor, and materials to conduct our operations at a high level.

- Safety – Please see our safety section contained herein.
- Irrigation – We plan to utilize the same management, and Irrigation technicians currently providing services for the City of Milpitas. These team members are familiar with city protocols and the equipment utilized.
- Dispatch – Our Project Manager – Raul Rossel, will perform all dispatching of personnel. He will also coordinate and manage all work orders. End of month reporting will be conducted by Raul and Dave Gardner, our Branch Manager.
- Environmental Programs – Please see our sections on Sustainability and water management contained herein. We will notify all pertinent parties when spraying chemicals, and have MSDS sheets for all chemicals in our field trucks for review.
- Meetings – Terracare encourages our clients to meet as often as they feel necessary. All invested Terracare employees will attend meetings.
- Additional Value Services – Terracare’s major advantage in adding McCarthy Ranch to the existing city project is that we already have an office located in the city, we are familiar with the irrigation system, and the expectations of the city. Our management will strive to save the city money wherever possible.

Section 5 – Qualification of Key Project Personnel -

STAFFING FOR CITY OF MILPITAS – RFP #2120 – McCarthy Ranch

Vice President – Ty Wilson

Branch Manager – Dave Gardner - Mr. Gardner began his career with Terracare Associates in April 2014 as the South Bay Operations Manager. He has over 10 years of experience in the landscape industry with extensive knowledge in account management, field duties, irrigation, and enhancements. He is also a Certified Arborist. In addition to his impressive experience, Mr. Gardner is an experienced leader who takes pride in helping his crews be as productive and efficient as possible.

E D U C A T I O N - Santa Clara University

B.A. Accounting

ISA Certified Arborist #WE-7853A

Qualified Applicators License (QAL) #127076



Section 5 (Cont.) - STAFFING FOR CITY OF MILPITAS – RFP #2120 – McCarthy Ranch

Project Manager – Raul Rossel - Mr. Rossel 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. Rossel enjoys spending time with his wife and children. As a family they like to go on walks to the park, swim, go camping, they also enjoy trips to the beach, zoo, museums and aquariums.

EXPERIENCE

30 years of various experience at all levels management

 **Lead Irrigation Technician** – Rodolfo Silva - Mr. Silva has been a part of the landscape industry for over 12 years. He has worked for many large commercial landscape companies in the Bay Area, as well as, managed several landscape maintenance and irrigation teams. Since coming to Terracare, he has been an integral part of our irrigation department. Rodolfo has experience in all major irrigation systems and is adept at programming, as well as repairing complex issues. In his free time, Rodolfo likes to hunt, fish and spend time with his family.

CERTIFICATIONS

CLCA – CLT

Recycled Water Certified

CLCA Water Management Certified

 **Irrigation Technician** – Jose Herrera. Jose has been with Terracare for 2 years as an Irrigation specialist and 7 years in the industry as an irrigation technician. He has performed all types of irrigation maintenance and repairs including work on Rainmaster controllers, Smart controllers, all types of control valves, mainline repair, wiring, lateral and sprinkler repair.

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

Enhancement Manager – **Quinton Guenther** - Mr. Guenther has been a part of the landscape industry for twelve 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



**TERRACARE
ASSOCIATES**

Proposal For: McCarthy Ranch Landscape Services – RFP #2120

Section 6 – Experience and References – Please see RFP Reference form completed, contained herein.

Section 7 - Please see completed RFP forms contained herein.

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE
PUBLIC PURCHASE SYSTEM**

LIST OF DOCUMENTS TO BE RETURNED WITH PROPOSAL

REQUIRED PROPOSAL DOCUMENTS TO BE RETURNED	RFP page #s (or reference)	INCLUDED (Yes or No)	IF NOT, EXPLAIN
1. This form	40	yes	
2. Narrative Proposal (including Company Profile and Execution Plan)	41	yes	
3. Proposal Offer Form	43	yes	
4. Non-Collusion Affidavit	50	yes	
5. Proposer's Statement Regarding Insurance Coverage	51	yes	
6. Worker's Compensation Insurance Certificate	52	yes	
7. Apprenticeship Standards Certificate	53	yes	
8. Nondiscriminatory Employment Certificate	54	yes	
9. Minimum Qualifications and Experience Statement	7, 57	yes	
10. References	58	yes	
11. Subcontractors List (if applicable)	59	yes	
12. Subcontractors Acceptance of Solicitation Requirements (if applicable)	60	yes	
13. Payment Bond (if applicable)	61	Form yes	
14. Copies of Contractor's licenses and required certifications	1, 7, 41, 46	yes	
15. Insurance Requirements	63	yes	

Failure to complete, sign (where required), and return the above documents with your proposal may render it non-responsive and thus be rejected by the City of Milpitas.

ACKNOWLEDGEMENT

PROPOSER NAME (Company Name): Terracare Associates

PRINT NAME AND TITLE OF AUTHORIZED OFFICIAL OFFERING THE PROPOSAL:

Dave Gardner - Branch manager

AUTHORIZED SIGNATURE:  Date: 10/23/15

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INTO THE PUBLIC PURCHASE SYSTEM**

PART 2 - PROPOSAL OFFER FORM

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

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

From: Terracare Associates
Name of Proposer
1194 Ames Ave.
Mailing Address
Milpitas, Ca 95035
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 and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Proposal No. **2120** for **McCarthy Ranch Landscape Maintenance Services**, in its entirety, all Addenda, and the following documents by this reference are hereby offered as a part of the contract to be awarded:

1. List of Documents Returned with Proposal
2. Narrative Proposal (including Company Profile and Execution Plan)
3. Proposal Offer Form
4. Non-Collusion Affidavit
5. Proposer's Statement Regarding Insurance Coverage
6. Worker's Compensation Insurance Certificate
7. Apprenticeship Standards Certificate
8. Nondiscriminatory Employment Certificate
9. Minimum Qualifications & Experience Statement
10. References
11. Subcontractors List (If applicable)
12. Subcontractors Acceptance of Solicitation Requirements (If applicable)
13. Payment Bond (If applicable)
14. Copies of Contractor's licenses and required certifications
15. Insurance Requirements

By filling in the Addenda Number and checking the blank at the end of the sentence, Proposer acknowledges receipt of Addenda Number(s) 1, ____, ____, and all questions, if any, listed on Public Purchase ____.

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 unit price for the various items shown hereon. The contract requires printing and related services on an as-needed basis. While some printing needs are repeated annually, there is no guarantee that the actual contract value will equal or exceed the amounts stated in the RFP. Quantities provided are estimates for bid purposes.

Proposal Offer Form – Costs

Scheduled Landscape Maintenance Services			
INITIAL CONTRACT PERIOD: 12/1/15 – 11/30/16			
ITEM #	SERVICE	FREQUENCY	LUMP SUM AMOUNT
1	Turf Mowing and Edging	weekly	3,300/yr
2	Weeding	weekly	9,900/yr
3	Annual Planting (SPRING/FALL)	Spring/Fall	3,300/yr
4	Fertilizing, Mulching	3 times per year	6,600/yr
5	Irrigation System Repairs and Maintenance	weekly	6,600/yr
6	Pruning Shrubs & Groundcover	See SOW Area 4.0 Pruning	23,100/yr
7	Pesticide Applications	See SOW Area 3.6 Pesticide Applications	13,200/yr

Total Annual Cost (Written in Figures) \$ 66,000.00
 (Written in Words) \$ SIXTY SIX THOUSAND DOLLARS PER YEAR

Subcontractor Information. Does this include the use of subcontractors?

Yes _____ No X Initials M.F.

TOTAL ANNUAL LUMP SUM AMOUNT PROPOSED: \$ 66,000.00

On-Call, Emergency and other Related Services provided on a time and materials basis.

The Contractor shall furnish materials, supplies and parts, as required to perform on-call, emergency and other related services. However, if equipment failure is covered under warranty, the Contractor shall not charge the City for service calls.

ALL BIDDERS ARE REQUIRED TO INCLUDE THE DEPARTMENT OF INDUSTRIAL LABOR CLASSIFICATION *PRINTOUT*** FOR EACH CLASSIFICATION USED IN THE BID**

Landscape Maintenance Services Crew Costs:

Journeyman Level: _____ Classification: Landscape maint Number: NC-LMC-2014-1

Other: _____: Classification: _____ Number: _____
 Apprentice Level: Classification: _____ Number: _____
 Total Minimum Service Call: \$ 55.00 Hours: 1

Regular working hours shall be Monday through Friday, 8:00 a.m. to 5:00 p.m., local time. Some locations may require an accommodation for uninterrupted operations in the event that the circumstances impact operations. Otherwise, only emergency work shall be performed on Saturdays and Sundays.

Labor costs for all classifications applicable to providing on-call, emergency and other related services shall be provided on the form provided in this section of the proposal offer form.

Hourly labor rates shall be provided in actual wage rates paid to workers under the contract pursuant to prevailing wages, plus a mark-up that will account for all other costs associated with the work to be performed. The labor mark-up shall include all profits, administrative overhead, and cost including but not limited to: equipment if not specified otherwise, travel, vehicles, small tools, materials, supplies and other expendables required to complete the specified work. **Labor costs will be evaluated based upon 40 hours of unscheduled service for one year.**

ITEM NO.	DESCRIPTION – If your title for Positions 1, 2, and/or 3 is different than ours please fill in the blank	REGULAR HOURLY RATE	OVERTIME WEEKDAY HOURLY RATE	OVERTIME WEEKEND HOURLY RATE	OVERTIME HOLIDAY HOURLY RATE
1	Crew Foreman (_____)	\$ 18.00	\$ 27.00	\$ 27.00	\$ 36.00
2	Gardener (_____)	\$ 15.00	\$ 22.50	\$ 22.50	\$ 30.00
3	Irrigation Technician (_____)	\$ 32.00	\$ 48.00	\$ 48.00	\$ 64.00
4	Other Labor Rate: Specify Type of Labor _____	\$	\$	\$	\$
5	Other Labor Rate: Specify Type of Labor _____	\$	\$	\$	\$
6	Other Labor Rate: Specify Type of Labor _____	\$	\$	\$	\$
7	Labor Markup percentage (%)	35%	35%	35%	35%
8	Minimum Hours (if any) _____				
9	Mark-up percentage (%), if any, off Contractors verified invoice cost for materials will be <u>10</u> . (Max 10%)				
10	Markup percentage (%) for rented Equipment: <u>10</u> . (Max 10%)				

Maximum response time to Emergency Calls (normal business hours): 1 hr

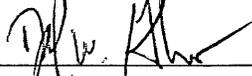
Maximum response time to Emergency Calls (non-business hours): 2 hrs.

CERTIFICATION OF PROPOSER

I/We (Insert Company Name) Terracare Associates agree to provide any/all Landscape Maintenance Services as stipulated in this Request for Proposal (RFP) and pricing as indicated on the Price Proposal Forms. I/We further agree that the below; undersigned is authorized by the (Insert Company Name) Terracare Associates to bind the company in contract for the specified contract term. All exceptions (if applicable) are attached as an addendum to this pricing proposal. I understand that the City of Milpitas may not accept exceptions to the RFP. I further agree that if awarded the contract, to abide the terms and conditions of the contract and not to materially modify such terms without expressed written consent of the City of Milpitas Purchasing Agent.

Company Name: Terracare Associates Legal Entity Type: Limited partnership

Authorized Contact Title: Branch Manager Print Contact Name: Dave Gardner

Contact Signature:  Contact E-Mail Address: dgardner@myterracare.com

Contact Telephone#: (408) 313-7212 Contact Fax #: (408) 957-7702

Proposer's Address: 1194 Ames Ave. City, State & Zip Code: Milpitas, Ca 95035

Taxpayer I.D. #: 26-4506454 Business License #: 35036

CSLB # 935132 Class C-27 CA Labor Compliance Reg. # 1000001535

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NON-COLLUSION AFFIDAVIT

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

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

State of California
County of Santa Clara ss.

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

10/22/15 Date Signed
MILPITAS (Signed at (Place))

Terracore Associates Proposer Name
(Person, Firm, Corp.)
D. W. Gardner Authorized Representative

1194 Ames Ave. Address
Dave Gardner Representative's Name

MILPITAS, CA 95035 City, State, Zip
Branch Manager Representative's Title

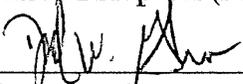
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PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the **Request for Proposals No. 2120, for McCarthy Ranch Landscape Maintenance Services**. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of Milpitas as Additional Insured for the work specified.

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


Signature of Proposer's Authorized Representative

Dave Gardner
Name & Title of Authorized Representative

10/23/15
Date of Signing

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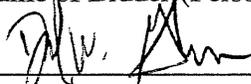
WORKER'S COMPENSATION INSURANCE CERTIFICATE

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

Each bidder shall sign the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 and furnish proof of said insurance before commencing performance of the work of this contract, as evidenced by my signature below."

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


Signature of Bidder's Authorized Representative

Dave Gardner
Name of Authorized Representative

Branch Manager
Title of Authorized Representative

10 / 23 / 15
Date of Signing

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APPRENTICESHIP STANDARDS CERTIFICATE

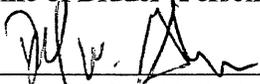
RFP #2120 for McCarthy Ranch Landscape Maintenance Services

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office.

Each bidder shall sign the following certification:

"I am aware of the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him or her. I will comply with the requirements of said sections in the employment of apprentices, as evidenced by my signature below."

Terracave Associates
Name of Bidder (Person, Firm, or Corporation)


Signature of Bidder's Authorized Representative

Dave Gardner
Name of Authorized Representative

Branch Manager
Title of Authorized Representative

10/23/15
Date of Signing

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND UPLOADED BACK INTO THE
PUBLIC PURCHASE SYSTEM**

NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

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 RFQ specifications and contracts of the City of Milpitas for the construction, repair, or improvement of public works.

Contents of Certificate

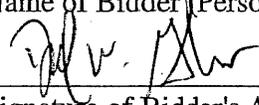
The Contractor's obligation for nondiscriminatory employment is as follows and in performing the work required of this contract, the Contractor agrees as follows:

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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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 quotes, the Contractor is a "disqualified bidder" for being "non-responsible".
7. 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.
8. Upon receipt of any such written notice, the City of Milpitas shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City of Milpitas within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City of Milpitas, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

Terracane Associates
 Name of Bidder (Person, Firm, or Corporation)


 Signature of Bidder's Authorized Representative

Dave Gardner
 Name of Authorized Representative

Branch Manager
 Title of Authorized Representative

10 / 23 / 15
 Date of Signing

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MINIMUM QUALIFICATIONS AND EXPERIENCE STATEMENT

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

1. **Experience:** Proposers must be a prime contractor, be skilled and consistently engaged providing Landscape Maintenance services to large commercial and industrial entities (preferably public agencies with similar size buildings requiring services as the City Milpitas) for the past five (5) years.

Years in Business: 30 Primary Line of Business: Landscape maintenance

State Contractor's License # C-27: 935132 Other Contractor's License # _____

Location of Primary Facility: Milpitas Number of staff at location for contract: 40

Name and title of dedicated Project Manager: Ravi Rosset

2. Proposers must be qualified to perform incidental irrigation troubleshooting and repair.

Incidental irrigation work to be performed by: Prime Contractor: Yes: X No: _____

Subcontractor: Yes: _____ No: X

3. Proposer maintains that pesticides are applied by personnel who possess a California Qualified Applicator's License.

Yes: X No: _____ Exceptions: _____

4. Proposers must have the capacity to report monthly pesticide use per the "City of Milpitas Contractor Monthly Pesticide Use Report".

Yes: X No: _____ Exceptions: _____

5. Proposers must have qualified landscape maintenance labor force certified to perform the work required in this RFP.

Yes: X No: _____ Landscape Maintenance Supervisor (Crew Foreman) with 4 years experience

Yes: X No: _____ Other Personnel

Explanation: _____

6. Proposers must include a minimum of three (3) current references of clients of which similar work was produced on the reference form provided in the RFP. (See Reference Form)

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PUBLIC PURCHASE SYSTEM
LIST OF REFERENCES**

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

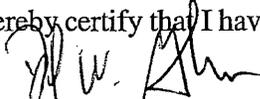
Proposer: Terracare Associates
(Legal Name of Entity Submitting Proposal Offer)

1. CITY OF Brentwood 150 CITY PARK Way Brentwood
Name of Agency Agency Address
Aaron Wanden Park Maintenance Mgr.
Contact Name Contact Title
(925) 516-5111 awanden@brentwoodca.gov
Contact Telephone # Contact E-mail Address
2008-Present - \$1,680,000 Ann. Contract Landscape maintenance
Contract Term and Dollar Amount Type of Services Rendered

2. CITY OF Oakley 3231 Main ST. Oakley
Name of Agency Agency Address
Len Morrow Parks & Landscape Supervisor
Contact Name Contact Title
(925) 625-7039 Morrow@ci.oakley.ca.us
Contact Telephone # Contact E-mail Address
2009-Present - \$550,000 Ann. Contract Landscape maintenance
Contract Term and Dollar Amount Type of Services Rendered

3. CITY OF Walnut Creek 511 Lawrence Way Walnut Creek
Name of Agency Agency Address
Mike Vickers (925) 256-3538
Contact Name Contact Title
Public Services Manager Vickers@Walnut-Creek.org
Contact Telephone # Contact E-mail Address
2012-Present \$120,000 Ann. Contract Landscape maintenance
Contract Term and Dollar Amount Type of Services Rendered

I hereby certify that I have performed the work listed above.


Signature of Proposer (Individual with Authorization to Bind the Firm in Contract)

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SUBCONTRACTORS LIST

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract. 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 bids. Subcontractor name, location, and item of work must be stated at the time of the bid.

The listing of a subcontractor who is ineligible to bid on or be awarded a Public Works Contract or to perform work as a subcontractor on a Public Works Project shall cause the bid to be unresponsive.

Terracare Associates
Bidder Name

SUBCONTRACTORS LIST, Page 1 <i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
Subcontractor Name: N/A		Item of Work:
Address:		
License No. Class:	Expiration Date: / /	Phone: ()
Dir Labor Compliance Registration #	Percent of Total Bid	

SUBCONTRACTORS LIST <i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
Subcontractor Name: N/A		Item of Work:
Address:		
License No. Class:	Expiration Date: / /	Phone: ()
Dir Labor Compliance Registration #	Percent of Total Bid	

IF APPLICABLE

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SUBCONTRACTOR'S ACCEPTANCE OF SOLICITATION REQUIREMENTS

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

Pursuant to the Special Provisions for Services requirements of this solicitation, (Subcontractor Firm Name) _____ has offered to provide (Item of Work) _____ subcontract services as part of the proposal submitted by (Proposer Name) _____.

SUBCONTRACTOR HEREBY CERTIFIES that the Subcontractor has reviewed and understands the solicitation requirements as defined in the **Request for Proposals No. 2120 for McCarthy Ranch Landscape Maintenance Services**. Should the Proposer be awarded the contract for the work, Subcontractor further certifies that the Subcontractor can meet the solicitation requirements for insurance and agrees to name the City of Milpitas as Additional Insured for its applicable work.

N/A

Name of Subcontractor (Person, Firm, or Corporation)

Signature of Subcontractor's Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

/ /

Date of Signing

Acknowledged 10/20/15
R. J. [Signature]

IF APPLICABLE

PAYMENT BOND

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

A COPY OF THE BOND AND ALL ACCOMPANING DOCUMENTATION MUST BE DELIVERED TO THE INFORMATION COUNTER IN THE FIRST FLOOR LOBBY OF THE MILPITAS CITY HALL 455 E. CALAVERAS BLVD. MILPITAS, CA 95035-5411 WITH THE BIDDERS NAME AND ADDRESS AND NAME AND NUMBER OF THE BID ON THE OUTSIDE OF A SEALED ENVELOPE WITHIN TEN DAYS OF NOTIFICATION OF AWARD.

KNOW ALL PERSONS BY THESE PRESENTS:

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

RFP #2120 for McCarthy Ranch Landscape Maintenance Services

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

WHEREAS, _____ is hereinafter called "Surety";

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

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

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

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

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

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

SIGNED AND SEALED this _____ day of _____, 201_

Contractor

Seal

By _____
Signature

Seal

Surety
By _____
Signature

Surety's Mailing Address

Surety's Mailing Address

Telephone Number

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

Acknowledged 10/20/15
R. J. [Signature]



EXHIBIT A INSURANCE REQUIREMENTS - GENERAL

Definition:

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

Insurance Required:

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

Minimum Scope of Insurance:

Coverage shall be *at least as broad as*:

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

Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. **General Liability:** (Including operations, products and completed operations.)
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** **\$1,000,000** per accident for bodily injury and property damage.
3. **Employer's Liability:** **\$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions:

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

Other Insurance Provisions:

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as insureds** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers:

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

Verification of Coverage:

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

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

Absence of Insurance:

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER
(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: NC-LML-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: September 30, 2014* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight -Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2x
Alameda.....	9.00	0.43	-	^a 0.14	0.24	-	8	^b 9.81	^b 14.31
Alpine, El Dorado.....	9.00	-	-	0.12	0.14	-	8	9.26	13.76
	9.00	-	-	0.14	0.16	-	8	9.30	13.80
Amador.....	9.00	-	-	0.16	0.06	-	8	9.22	13.72
Butte, Glenn, and Plumas.....	9.00	0.16	-	^c 0.13	0.05	-	8	^b 9.34	^b 13.84
Calaveras.....	9.00	-	-	0.10	0.12	-	8	9.22	13.72
Colusa and Sutter.....	9.00	-	-	0.12	0.14	-	8	9.26	13.76
	9.00	-	-	0.14	0.16	-	8	9.30	13.80
Contra Costa.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt.....	9.00	-	-	0.25	0.07	-	8	9.32	13.82
Fresno.....	9.00	-	-	0.11	-	-	8	9.11	13.61
	9.00	-	-	^d 0.19	0.19	-	8	^b 9.38	^b 13.88
Kings.....	9.00	-	-	^e 0.25	0.25	-	8	^b 9.50	^b 14.00
Lake and Mendocino.....	9.00	-	-	^f 0.13	0.03	-	8	^b 9.16	^b 13.66
	9.00	-	-	^g 0.14	0.03	-	8	^b 9.17	^b 13.67
Lassen, Modoc, Shasta, Siskiyou and Trinity	9.00	-	-	0.31	0.09	-	8	9.40	13.90
Madera, Mariposa and Merced....	9.00	-	-	0.115	0.115	-	8	9.23	13.73
Marin.....	10.00	-	-	-	0.12	-	8	10.12	15.12
Monterey.....	9.00	-	-	0.14	0.22	-	8	9.36	13.86
	9.00	-	-	0.16	0.25	-	8	9.41	13.91
Napa.....	9.00	-	-	^q 0.11	0.14	-	8	9.25	13.75
Nevada and Sierra.....	9.00	-	-	0.16	0.19	-	8	9.35	13.85
Placer.....	9.00	-	-	0.12	0.14	-	8	9.26	13.76
Sacramento.....	9.00	-	-	0.16	-	-	8	9.16	13.66
	9.00	-	-	0.15	-	-	8	9.15	13.65
San Benito.....	9.00	-	-	^h 0.15	0.18	-	8	^b 9.33	^b 13.83
San Francisco.....	9.00	-	-	0.17	0.17	-	8	9.34	13.84
San Joaquin.....	9.00	0.37	-	ⁱ 0.12	0.12	-	8	^b 9.61	^b 14.11
San Mateo.....	9.00	0.43	-	^j 0.12	0.14	-	8	^b 9.69	^b 14.19
	9.00	-	-	^k 0.13	0.17	-	8	^b 9.30	^b 13.80
Santa Clara.....	9.00	0.03	-	^l 0.13	0.18	-	8	^b 9.34	^b 13.84
Santa Cruz.....	9.00	-	-	0.16	-	-	8	9.16	13.66
	9.00	-	-	0.19	-	-	8	9.19	13.69
Solano.....	9.00	-	-	-	0.07	-	8	9.07	13.57
Sonoma.....	9.00	-	-	^m 0.13	0.16	-	8	^b 9.29	^b 13.79
	9.00	0.38	-	ⁿ 0.15	0.19	-	8	^b 9.72	^b 14.22
Stanislaus and Tuolumne.....	9.00	-	-	0.115	0.14	-	8	9.255	13.755
	9.00	-	-	^o 0.13	0.11	-	8	^b 9.24	^b 13.74
Tehama.....	9.00	-	-	0.12	0.19	-	8	9.31	13.81
Tulare.....	9.00	0.69	-	^p 0.12	-	-	8	^b 9.81	^b 14.31
Yolo.....	9.00	-	-	-	0.14	-	8	9.14	13.64
	9.00	-	-	-	0.19	-	8	9.19	13.69
Yuba.....	9.00	-	-	0.14	0.16	-	8	9.30	13.80

Craft is not apprenticeable

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

DETERMINATION: NC-LML-2014-1

- a. \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- b. Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- c. \$0.25 after 7 years of service.
- d. \$0.38 after 3 years of service.
- e. \$0.37 after 5 years of service; \$0.49 after 15 years of service.
- f. \$0.19 after 1 year of service; \$0.25 after 2 years of service.
- g. \$0.22 after 1 year of service; \$0.29 after 2 years of service.
- h. \$0.31 after 5 years of service.
- i. \$0.24 after 5 years of service.
- j. \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- k. \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- l. \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- m. \$0.26 after 7 years of service.
- n. \$0.31 after 3 years of service; \$0.46 after 7 years of service.
- o. \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- p. \$0.23 after 2 years of service.
- q. \$0.23 after 7 years of service.

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



Company Introduction

Terracare Associates, LLC - TCA is a recognized leader in outdoor maintenance, proudly serving clients since 1985. During all seasons, our certified and experienced staff improves landscapes, parks, roadways and infrastructure for beautiful, safe and sustainable outdoor environments. Headquartered in Littleton, Colorado, with clients throughout the West and beyond, we understand the needs of unique landscapes. As a "top 25" landscape services provider in the nation, we currently serve clients in these areas:

- Northern California: Sacramento Region, San Francisco East & South Bay
- Southern California: San Diego County, California
- Colorado: Metropolitan Denver
- Texas: Dallas-Fort Worth Metroplex
- Utah: Greater Salt Lake City

TCA does more than \$40 million in annual business, providing multiple service lines with more than 500 employees serving hundreds of diverse clients. We are licensed and bonded and fully insured to give you peace of mind. We manage both public and commercial projects, many of which are multimillion-dollar annual contracts. Each day, TCA team members strive to exceed industry standards with the right equipment and professional staff. With proven customer confidence in our work, we build lasting relationships within the communities we serve.

Who We Serve	What We Do
<ul style="list-style-type: none"> ○ Municipalities ○ Special districts ○ Highway authorities ○ Corporate campuses ○ Offices parks ○ Industrial parks ○ Retail ○ Home owners associations (HOAs) ○ Multi-family complexes ○ Medical facilities 	<ul style="list-style-type: none"> ○ Landscape management/maintenance ○ Water management plan ○ Irrigation system maintenance ○ Integrated plant health care ○ Renovation and enhancements ○ Lake and pond management ○ Annual color installations ○ Erosion control ○ Wetland and drought mitigation ○ Asphalt and concrete ○ Snow removal



Our Experienced Team

Our team of knowledgeable professionals strives to create landscape maintenance programs that exceed our clients' expectations while remaining sensitive to their operating budgets. Programs are continually monitored to control expenses and frequent on-site inspections are performed to assure quality control and contract performance. Here is how it helps you:



- We have an established culture that is focused on listening to and responding quickly to the needs of our customers.
- Our entire business is built around the concept of "team." To begin a project with this focus is a critical advantage to produce a comprehensive maintenance program.

Why Terracare Associates?

It is our passion to help your landscape reach its maximum potential, providing an environment for your business to grow, and increasing property value. Our knowledgeable and experienced staff is well informed on ever-changing trends, and will assist you in clarifying your goals and determining your needs and how to meet them.

Trusted and Experienced - When it comes to your landscaping, you need a company that you can count on. We work every day to:

- Deliver superior and reliable service at the best value.
- Adhere to the highest standards in the industry for customer satisfaction.
- Develop lifelong relationships with our clients; many of our customers have partnered with us for more than a decade.
- Continue our role as a leader in the industry for more than 30 years.

OUR BRAND PROMISE:

Timely performance with technical competence.

OUR COMPANY PHILOSOPHY:

Leading the industry in improving outdoor environments.

Our Customer Goals

- *Increase the value of and marketability of our customers' property through detailed maintenance, snow management and landscape enhancements.*
- *Build long-term trusted partnerships with our customers that stand the test of time.*



Our Approach to Meet Your Needs

Terracare Associates - TCA understands that having a highly trained staff that is able to develop a flexible and efficient plan to manage your properties is key to successfully serving you. The TCA team for this project would be led by one of our experienced account managers. This manager leads and manages the field crews, daily scheduling, equipment and resources, project scope, and communication.

Create a solid structure and sound processes

- TCA tracks work flow to ensure we provide consistent quality. We have established and tested procedures for quality assurance.
- Our communication model is flexible to your needs and always transparent and straightforward.
- You benefit from working with an experienced staff to handle work requests and work order prioritization.



Maximize resources

- Cross-training our staff to be proficient in all areas of service helps maximize efficiency.
- Our field employees working on the job are empowered to solve problems quickly and effectively.
- We view every contract as a partnership and maximize resources to stay on budget.

Insure continuous improvement

- The TCA staff is trained to constantly evaluate performance and look for ways to get better.
- Candid reporting and monthly task discussions provide an environment improving our work.
- Teams meet regularly to review quality of work and look for efficiencies.

Communication

- We believe that transparent communication is the most important attribute of a superior service provider. Account managers are equipped with smart phones and tablets to be accessible, no matter which method of communication you prefer. Our Account Managers are the eyes and ears of your property; they are trained to provide reliable and responsive communication and ensure your needs are met. Whether you need customized month-end reporting or a weekly site walk-through, TCA's goal is to facilitate a positive working relationship.

The right experience

- On average, our top management has more than 25 years of industry experience. They understand all aspects of what makes a successful partnership. Many of our technicians and field workers are certified by nationally recognized programs. Training is of utmost important to our success, clocking more than 10,000 training hours each year. We hold certifications in all aspects of landscape management, including plant health care, integrated pest control, and lake and irrigation management.



The Right Equipment

- TCA knows the importance of using the right tool for the job, with a truck fleet of almost 400 vehicles and 1,300 pieces of equipment used on a daily basis.
- TCA field crews use automated systems and handheld devices to assist our staff in managing projects remotely, including equipment allocation and crew scheduling.
- All TCA vehicles are equipped with the latest GPS equipment. This technology allows us to track time spent at your site and provides a method for efficient routing.

Fun Facts

Terracare Associates - TCA:

- 1,100+ properties managed
- 1,300+ pieces of equipment used daily
- 1,600 lane miles of roadway maintained
- More than 330 million square feet of turf maintained
- 200+ parks maintained



Our Core Values

Everything we do grows out of our core values. These values ensure that our culture, the growth of our company, and our service and communication to you, our customer, is focused on Leadership, Integrity, Value and active support for our Environment and participation our community. Using our core values (L.I.V.E) we:

- Hire the most talented and qualified people for all positions.
- Empower teams to be innovative and lead by example.
- Make decisions based on what is right for our customers, not just the easy solution.
- Listen to you, our customer, and always strive to perform exemplary service.
- Value safety, training and professional education as a tool to ensure best practices.
- Are committed to the environment and the communities we serve. We do this through employee volunteerism and our passion for sustainability, preserving precious resources for future generations.



~We L.I.V.E. these values every day. ~



Landscape Management Services

Ongoing Maintenance

Our landscape professionals will maintain your turf grass, plants and trees using a proactive approach that strives to create a well-established, healthy, and weed-free environment for your property. We can include in your regular-maintenance program: spring clean-up, irrigation system checks, fall clean-up, litter pick-up, winterization, aeration, and fertilization. We want to work with you to take care of your needs and provide a great place to live and work for your clients.

Plant Health Care

Plant Health Plan

All TCA staff members at all levels are trained to inspect landscape plants and turf for signs of over or under watering. Upon identification of a problem area, staff members report the issue immediately to the project manager and irrigation adjustments are made.

Soil Moisture Level Plan

- TCA conducts soil probing on a regular basis to determine soil moisture levels in turf and planted areas.
- Soil samples are taken to test moisture content in areas that are suspected to be over or under watered.
- Upon the results of soil probing and soil sampling, irrigation programming is adjusted to correct the issue.

Integrated Pest Management

TCA's Integrated Pest management (IPM) program is a problem-solving approach to landscape management designed to prevent and control undesirable weeds, insects and rodents in an environmentally sensitive manner that will reduce and/or eliminate the use of pesticides.

The long-term goals of the TCA IPM program are to promote the health, safety, quality and sustainability of landscapes by managing pests without the risk to humans and the environment from the use of pesticides. This IPM program includes:

- Reduce the use of toxic pesticides through common-sense IPM principles to eliminate pesticide use whenever possible and practical.
- Provide healthy, high-quality and sustainable landscapes.
- Prevent the contamination of soil, air and water and protect people, animals, and beneficial plants and insects from toxic exposure.
- Provide a model of responsible stewardship of environmental and community resources.
- Help create public awareness and education of IPM techniques.





Landscape Asset Preservation

Preserving the assets of your property helps to enhance quality of life, creating a safe environment while increasing the value of your property.

Trees: Trees are your biggest asset. Deep-root feeding and proper year-round irrigation is essential in keeping trees healthy and extending their life.

Shrubs: Prune and fertilize regularly to keep plants healthy. Add rock and mulch to reduce water consumption and protect your landscape assets.

Grass: Proper irrigation, turf conversion and absorption materials all help protect your grass during severe droughts. Organic fertilizer can improve root structure and assists with promoting healthy turf.

Enhancement

Using the most current landscape-construction techniques to reinvigorate your landscape, the TCA team is excited about the opportunity to work with you on any enhancement projects. Many projects are conducted in phases. We take into account your needs and budget when planning enhancement projects. We also assist with design, excavation, hardscapes, erosion control, traffic control and all installations. Here are a few types of enhancement projects:

Irrigation renovation	Turf Conversion	Graffiti Removal
Xeriscaping	Mulch and rock beds	Concrete and Asphalt
Annual color and plants	Outdoor lighting	Sweeping and Striping
Water management solutions	Fence repair & retaining walls	Power washing





Responsibility

Safety

“Safety is for our family” is more than just words. It is practiced 24/7, 365 days a year. Our number-one responsibility is to keep customers and our team members safe and healthy. Every new employee actively participates in extensive safety training before working in the field and is rewarded for a true commitment to safe practices. Each week, team members collaborate solely for this purpose – a proactive approach for mitigating unnecessary risk and jobsite hazards.

Creating a safety culture also involves undertaking an internal commitment at all levels. Each year, our entire field team members participate in a day-long safety program called the “Safety Equipment Rodeo.”

We implement these safety practices on every job:

- We operate to all OSHA standards.
- All field personnel are required to wear TCA uniform, safety vests, gloves and eye and ear protection.
- Implement all traffic-control measures when working in the vicinity of vehicle traffic, parking lots and roadways.
- Posting notices of herbicide applications in appropriate areas as required.
- Environmentally sensitive application of fertilizers and pesticides. Site-specific review to identify safety hazards throughout areas in order to lower risk.
- Commitment to immediately secure, clearly mark, and report any identified safety issues.





Training

We believe training is the key to efficiency, quality of work and safety. Each year, all field staff undergo rigorous full-day safety and equipment training called "Equipment Rodeo Day." Many of our managers and technicians have multiple certifications in water management, irrigation, storm management, and Landscape Industry Certified Technician. We value training as it directly affects our company's performance. Our field employees continue their education at weekly safety and technical training meetings. We encourage employee participation in developing creative ways to solve problems, work safer, improve effectiveness and grow our business. Employees are empowered to find new and innovative ways to grow and improve our business. This dedication has produced a knowledgeable and professional staff that participates in ongoing and extensive technical training in diverse areas, including:

Irrigation	Integrated Pest Management (IPM)
Water Management	Plant Health Care (PHC)
Aquatic Management	Landscape Maintenance
Enhancements	LEED Certified professionals on staff

Contractors License


 State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE


 License Number **935132** Entity **PART**
 Business Name **TERRACARE ASSOCIATES L P**

Classification(s) **C27**
 Expiration Date **07/31/2017** www.cslb.ca.gov


CITY OF MILPITAS Business License Tax Receipt		EXPIRATION DATE: December 31, 2015
BUSINESS LICENSE NO. 35036		BUSINESS ADDRESS: 1194 Ames Ave, Milpitas, CA 95035
DATE ISSUED: 01/01/2015		STATE LICENSE 935132
CLASS OF BUSINESS: 15 CONTRACTOR Landscaping		THIS CERTIFICATE IS ONLY A RECEIPT OF TAXES PAID PURSUANT TO MMC 81-11.01.
OWNER: Terracare Associates Dean Murphy		NOT TRANSFERABLE
BUSINESS NAME: TERRACARE ASSOCIATES		<i>John C. Kerle</i>
MAIL ADDRESS: 921 ARNOLD DR CITY: MARTINEZ, CA 94553		
Display in Public View at Place of Business for which issued.		

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION 1001 I STREET SACRAMENTO, CALIFORNIA 95814	
	PEST CONTROL BUSINESS MAIN LICENSE
ISSUED: January 01, 2012 EXPIRES: December 31, 2013	LICENSE NO. 37718
	<small>Invalid if insurance and/or qualified person(s) lapse before expiration date.</small>
Mailing Address TERRACARE ASSOCIATES 921 ARNOLD DR MARTINEZ, CA 94553	Business Location TERRACARE ASSOCIATES 921 ARNOLD DR MARTINEZ, CA 94553
POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE	

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

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

International Society of Arboriculture

Certified Arborist

David W. Gardner

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

Skip Kinnear

Certification Board, Chair
International Society of Arboriculture

[Signature]

John Sklar, Executive Director
International Society of Arboriculture

WE-7853A

Certificate Number

Mar 3, 2007

Certified Since

Jun 30, 2016

Expiration Date



WATER
MANAGEMENT
CERTIFICATION
PROGRAM
A Water Conservation Program

EWING Hunter TORO Horizon Rain Bird

Rodolfo Silva
Terracare Associates
921 Arnold Drive
Martinez CA 94553

May 8, 2015

Dear Rodolfo,

Congratulations! Through your continued efforts, you have met the standards of the CLCA Water Management Performance Program and assuming you have already passed the written test, can now consider yourself a CLCA Certified Water Manager .

This is a major milestone in your journey; however, it is not the end of the voyage. As a CLCA Certified Water Manager, you are required to maintain your certification. In lieu of Continuing Education Units the CLCA Water Management Certification Program requires that you continue managing your qualifying property to the program standards for the duration of certification. Monthly meter reading and submittal is mandatory. Your certification status will be reviewed quarterly. For more information and the rules of the Performance Program go to:

<http://www.clca.us/water-pro>

As a CLCA Certified Water Manager, your company's name will be added to the CLCA website here: http://winwithclca.org/consumers/employees_certified-map.php . You will also be sent decals, and a certificate suitable for framing. Be sure to take advantage of the new available Marketing Tools available on <http://www.clcawatermanager.org/> to promote your certification.

Also, as a result of your exceptional efforts you will be receiving some congratulatory correspondence from our fine program partners, **Ewing, Hunter, Toro and Rain Bird**. Feel free to continue to use them as a resource to help you maintain your certification requirements. Remember, they have the specialized products and the irrigation knowledge should you care to take advantage of their industry expertise. Remember, our program partners continue to be fully committed to increasing this program's number of qualified, certified irrigation professionals in California and you are now an extraordinary example of that.

See <http://www.clca.us/water-pro> for more information.

Regards,

David J. Silva

David Silva
CLCA Certification Manager

South Bay Water Recycling

CERTIFICATE OF COMPLETION

Rodolfo Silva

Terracare Associates - South Bay Water Recycling

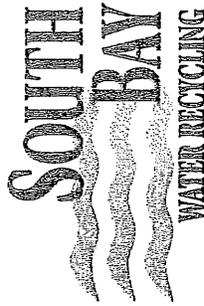
has completed a 3.5 hour training in the safe, effective operation and management of a recycled water system by attending and participating in the

Recycled Water Site Supervisor Training Workshop

February 21, 2013

This fulfills the Site Supervisor training requirements of the Regional Water Quality Control Board Order Number 95-117, for South Bay Water Recycling.

Certificate Number 1489



Bahman Sheikh
Site Supervisor Training Workshop Coordinator
(415) 695-1178



Sustainability

We Want To Be Sustainable – TCA's passion is to be stewards of our local environment while protecting the health, safety and welfare of our communities, clients and staff. This dedication has allowed TCA to lead the outdoor industry in developing sustainable environments for more than 30 years. It is our responsibility to ensure future generations have a landscape they can enjoy. Here are some examples of how we can help you be more sustainable:

- **Providing you with safer, more efficient plant-health care** - Our team of professionals will bring out the best in your landscape using a strict integrated pest management (IPM) schedule that focuses on properly feeding your landscape while monitoring the plant material and using pesticides only as a last resort.
- **Providing you with a new approach to landscape** - Staying on top of emerging trends and embracing new technologies enables TCA to offer solutions that are innovative and cutting-edge, for example, using smart controllers, turf conversion, installing edible gardens and drought-tolerant landscapes.
- **Use recycling practices** – Whenever possible, TCA composts and recycle plant materials and other organic material. We strive for zero waste on our projects.





Water Management

Water Management Program:

Many parts of the Western United States are experiencing more than five consecutive years of severe drought conditions. We partner with our customers to protect precious resources. Water conservation and clean-water runoff is more than a practice, it's a responsibility. We believe industry leaders must "walk the talk" and practice water conservation and protection every day. TCA has been committed to this since 1985. Our approach incorporates the latest water-conservation technologies and established industry guidelines to identify problem areas within a customer's irrigation and landscape systems, in addition to erosion, storm-water-runoff and aquatic management. We recommend system efficiency and improvements to reduce water usage and protect streams and lakes from pollutants. Our commitment includes:

Irrigation Scheduling:

- We minimize station run times.
- We eliminate runoff onto streets, sidewalks and other non-target areas.
- We use multiple start times to avoid soil saturation.
- All irrigation programming is performed by TCA staff members who are Water Manager Certified.



Field Testing and Repair:

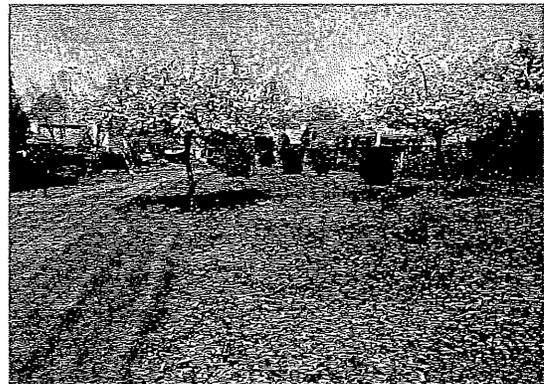
- TCA physically conducts irrigation system checks on a continual basis.
- We immediately inform you of leaks and other irrigation issues out of project scope and recommend solutions preventing water waste.
- All repairs are made by irrigation technicians who are certified.

Turf Conversion:

In low-foot-traffic areas, turf reduction or landscape conversion involves replacing selected sections of turf grass with drought resistant, native plants or other landscape materials. With a vast selection of beautiful native plants with low water needs, creative design, and use of alternative landscaping materials, you will not miss the turf areas. Some customers have also enjoyed more than 30 percent reductions in water costs. TCA will work with local water agencies to maximize any rebates offered.



Before Turf Conversion



Turf Converted Landscape



Community Investment

“Our employees, customers and vendors are all members of our community, so we look for opportunities to give back and be an integrated part of where we live and work. This is who we are as a company. Our team members get energized about getting involved and volunteering.”

~Dean Murphy, President

Terracare Associates - TCA leads many community volunteer projects year round. Annually in April, TCA hosts company-wide service days in conjunction with National Association of Landscape Professionals, Day of Service and Earth Day. Our company community goal is focused on green education, outdoor beautification projects and a variety of events and sponsorships that directly support local companies, municipalities and counties that we service. Our volunteer projects have benefitted many communities throughout the Western United States.

Highlights of our community-investment program:

- Columbine Memorial; Littleton, Colorado (annual landscape maintenance)
- Riverside Cemetery; Denver, Colorado
- Solheim Cup; Parker, Colorado
- Celebrate Centennial Under the Stars; Centennial, Colorado
- Earth Day Plant Sale - Project C.U.R.E.; Centennial, Colorado
- Habitat for Humanity; Dallas, Texas
- Wounded Warriors; Fort Worth, Texas
- Hagemann Farm; Livermore, California
- Butlerville Days; Cottonwood Heights, Utah
- Friends of Marsh Creek, California (Creek habitat restoration projects across the East Bay region)



Most recently, team members volunteered time, expertise and equipment to design, build and maintain edible teaching gardens at local schools. This includes five middle school gardens in the San Francisco Bay Area. In addition to the gardens, children and teachers are shown the value and importance of plants as a nutritional food supply for family and the future of our Earth.





Letters of Recommendation:



J. DOUGLAS ADAMS MIDDLE SCHOOL
 "Home of the Yellow Jackets"
 401 American Ave. Brentwood, California 94513 Phone 925-513-6450 Fax 925-516-3470
 Kelly Manke, Principal Muff Dalley, Vice Principal Jennifer Whitney, Vice Principal

May 16, 2014

Dear Terracare and Associates,

Thank you Terracare and Associates for the generous gift of a school garden and outdoor classroom. This gift has given new life to our campus. Students have a new place that they can go and quiet their thoughts, read a book, or just watch life happen.

There is a renewed sense of pride that can be felt around campus. Students are bringing their friends to the garden to watch what is happening. They are talking about what is growing. They are asking questions about why and how and what. Their curiosity has been peaked and they are watching patiently to see what happens next.

Not only are the students taking more pride in their campus, but the teachers are as well. Everywhere you look you see their excitement. Thank you again for your amazing gift.

Sincerely,



Kelly Manke
Principal, Adams Middle School



Letter of Reference
The City of Brentwood, California



Date: December 20, 2013

To Whom It May Concern:

The purpose of this letter is to provide a letter of recommendation for Terracare Associates. As Director of Parks and Recreation with the City of Brentwood, it was my recommendation to City Council that hired Terracare as one of our landscape maintenance contractors starting in January 2009. After a very competitive request for proposal process and consideration, Terracare was hired to maintain the over 60 parks in Brentwood based on their experience, customer service, attention to detail, and competitive pricing.

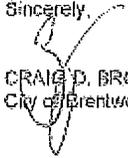
Since awarding the original two year contract, the City of Brentwood has awarded Terracare two 2-year extensions based on the outstanding work they have done for the City. Additionally, the City has awarded Terracare portions of an existing contract from another contractor when it became necessary to improve the level of care in a number of areas in Brentwood. Terracare agreed to take on this additional work and held to the pricing that had been negotiated with the other provider in support of the City.

During the term of the existing contracts, we have worked directly with Bill Horn, Kris Dasso, and Francisco Quintero and have found them to be very knowledgeable, friendly, dedicated, enthusiastic, and interested in fostering a relationship based on trust and being partners. This relationship has resulted in many creative ideas and suggestions to make Brentwood a more beautiful and sustainable landscape environment. I can honestly say that I believe the actions taken by Terracare have always been in the best interest of the City; something that at times can be rare when working with contractors.

I expect that Terracare will be submitting a proposal for the new landscape maintenance contract that is required by City Council to go out for consideration in 2014. Based on their work product and willingness to work with the City, I would expect they will be strongly considered for a renewal of their contract and in my estimation, should receive a renewal.

Feel free to contact me should you have any questions.

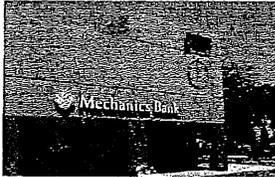
Sincerely,


CRAIG D. BRONZAN, Parks and Recreation Director
City of Brentwood



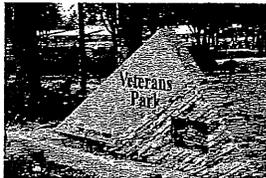
Awards

California Landscape Contractors Association Achievement Award



Mechanics Bank - Hercules, California- Achievement Award

TCA has been the provider of landscape management for 14 Mechanics Bank properties since 2007. We provide weekly services, enhancements, flower rotation, irrigation management and repair.



Veterans Park – City of Brentwood, California- Achievement Award

TCA provides management services for a total of 60 parks in the City of Brentwood, including Veterans Park, which encompasses seven acres of mostly turf and play areas. We provide full landscape services to Veterans Park, which includes trimming memorial roses dedicated to the local veterans.

National Association of Landscape Professionals



Wind Crest Retirement Center – Littleton, Colorado – Award of Excellence

TCA serves an immense property with 84 acres and almost 900 residents, which is currently undertaking a major expansion, adding 10 new buildings with a projected total occupancy of 1,700 residents. The landscape has challenging terrain, soil and vegetation. TCA is always striving to keep a resort-quality landscape for the community.



Arapahoe Lakes - Centennial, Colorado – Award of Excellence

TCA serves a neighborhood community of 200+ single-family homes and 13 townhomes. The property has a three-acre lake (unusual for Colorado neighborhoods), swimming pool and four tennis courts. Major irrigation and drought-resistant upgrades have reduced water consumption substantially. Water savings in 2013 totaled more than 2.7 million gallons of water, saving more than \$11,600.



Transportation Management Association (TMA) – Denver, Colorado – Award of Excellence

The south I-25 corridor is a heavily traveled urban roadway with more than 280,000 cars daily. The interchanges predominately surrounded by asphalt and concrete are inundated with traffic pollution, trash, winter road run off, excessive heat, and storm water waste which makes it difficult to create a healthy plant and landscape environment. Managing all twenty four areas simultaneously helps to create a healthy, save and beautiful outdoor environment.



Columbine Memorial – Littleton, Colorado - Community Stewardship Award - Nomination

This memorial was built to remember the individuals and families affected by the Columbine tragedy in 1999. Over eight years, a foundation raised funds and built a memorial, but ongoing maintenance was out of scope for their budget. TCA's assistance has proven invaluable to the memorial. Each year, TCA donates more than \$6,000 worth of in-kind services, supplies, expertise and equipment to keep the memorial in pristine condition at all times. This is one of our signature programs.



TERRACARE ASSOCIATES

Proposal For: McCarthy Ranch Landscape Services – RFP #2120



Locations:

Home Office:

8201 Southpark Lane, Ste. 110
Littleton, CO 80120

Northern California Branch Offices:

East Bay
921 Arnold Drive
Martinez, CA 94553

South Bay
1194 Ames Avenue
Milpitas, CA 95035

Sacramento
9722 Kent Street, Unit B
Elk Grove, CA 95624

Southern California Branch Office:

6965 El Camino Real
Ste 105 – 686
Carlsbad, CA 92009

Colorado Branch Office:

9742 Titan Park Circle
Littleton, CO 80125

Texas Branch Office:

2433 Merrell Road
Dallas, Texas 75229

Utah Branch Office:

2355 S. Decker Lake Blvd
West Valley, UT 84119

Public Infrastructure

Division Office:

Public Infrastructure Maintenance
Division Office
7272 South Eagle
Centennial, CO 80111

Questions?

Mike Farrell

925.250.0504

mfarrell@myterraccare.com

Company Name: Terracare Associates

INSURANCE REQUIREMENTS GRID

All of the "standard" insurance requirements for the City of Milpitas are contained in the documents entitled "Exhibit A Insurance Requirements – General", and "Exhibit A Insurance Requirements – Consultants" all of which must be met unless specifically exempted in writing by the Risk Manager. In addition, here are the basic requirements regarding the four (4) endorsements required by the City. Insurance coverage required by the City varies depending on the contract; you have to read the insurance requirements of the contract to be sure you are getting all of the necessary endorsements.

	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied
Endorsement Required	X	✓	X	✓	X	✓		
	General Liability		Auto Liability		Workers Comp.		Pro. Liability	Other
1.) Additional Insured*	X	✓	X	✓				
2.) Contractors Insurance shall be:								
Primary	X	✓	X	✓				
Non-Contrib.	X	✓	X	✓				
3.) Waiver of Subrogation	X	✓	X	✓	X	✓		
4.) 30 Day Notice of Cancellation	X	○	X	○				

Exceptions: With regard to #4 GL and AL after several attempts still not received. Okay to proceed.

Note: Most insurance companies will provide certificates and endorsement for the requirements listed above, but frequently not until specifically asked. The City always prefers "stand alone" endorsements. However, depending on the insurance company, it may be their practice to to issue a standardized "blanket" endorsement form/document(s). Alternatively, they may submit excerpts from the policy document, this is also acceptable to the City. However, be sure to ask the company to put the specific Policy # on the document and clearly mark the specific clause(s) that reflect each endorsement and to send you those pages only, or you will likely wind up with a 50 page policy and no easy way to determine which clauses apply to the certificate.

Prepared BY: Natalie Heveyzy
 Approved By: [Signature] Date: 11 / 16 / 16

X = Most commonly required.
 * AI language must be stated as follows: "The City, its officers, officials, employees, and volunteers"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2016 5/13/2015

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

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

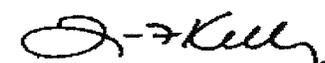
PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : Great American Insurance Company	16691
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES DIV223 CERTIFICATE NUMBER: 11688278 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	GLO 0117282-00	5/16/2015	5/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP 0117281-00	5/16/2015	5/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TUU0332721-06	5/16/2015	5/16/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 0117283-00	5/16/2015	5/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 11688278 CITY OF MILPITAS 455 EAST CALAVERAS BOULEVARD MILPITAS CA 95035-5411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL INSURED IN FAVOR OF THE CITY OF MILPITAS, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF MILPITAS, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT. 30 DAY NOTICE OF CANCELLATION IS INCLUDED ON THE POLICIES.



Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0117282-00	05/16/2015	05/16/2016	05/16/2015	36408-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Terracare Associates, Inc.

Address (including ZIP Code): 8201 Southpark Ln., Ste 110, Littleton, CO 80120

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
THE CITY OF MILPITAS, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS	

A. Section II – Who Is An Insured is amended to include as an additional insured the person or organization shown in the Schedule above, whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement at the Location designated and described in the Schedule above.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved, the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purpose of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 0117282-00	05/16/2015	05/16/2016		36408-000	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TERRACARE ASSOCIATES, LLC
Endorsement Effective Date: 05/16/2015

SCHEDULE

Name Of Person(s) Or Organization(s):
THE CITY OF MILPITAS, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0117281-00	05/16/2015	05/16/2016	05/16/2015	36408-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured Provision in Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form**:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions Provision in Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0117282-00	05/16/2015	05/16/2016	05/16/2016	36408-000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TERRACARE ASSOCIATES, LLC

Address (including ZIP Code): 8201 SOUTHPARK LANE, STE 110
LITTLETON, CO 80120

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Terracare Associates, LLC</p> <p>Endorsement Effective Date: 05/16/2015</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 05/16/2015 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC 0117283-00

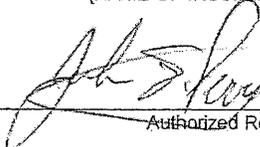
Endorsement No.

of the Zurich American Insurance Company

(NAME OF INSURANCE COMPANY)

issued to Terracare Associates, LLC

Premium (if any) \$



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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Bid RFP #2120 - McCarthy Ranch Landscape Maintenance Services Addendum #1 - Pre-proposal Conference and Job Walk 10/9/15 is not mandatory

Information Deleted: Deleted

Information Added: Added

*ACKNOWLEDGED
10/20/15
[Signature]*

Bid Type **RFP**

Bid Number **2120**

Title **McCarthy Ranch Landscape Maintenance Services**

Start Date **Oct 5, 2015 8:02:44 AM PDT**

End Date **Oct 23, 2015 2:00:00 PM PDT**

Agency **City of Milpitas**

Bid Contact **Natalie Livezey**
(408) 586-3162
nlivezey@ci.milpitas.ca.gov
455 E. Calaveras Blvd.
Milpitas, CA 95035

Description

The City of Milpitas invites Proposals from Landscape Maintenance contractors to provide Landscape Maintenance services at the McCarthy Ranch located within the City of Milpitas. The North McCarthy Boulevard and Ranch Drive streetscape landscaping includes annuals, ornamental grasses, turf grass, groundcover, shrubs and trees, irrigation repairs, and covers an area of approximately 17 acres.

Pre-Bid Conference

Date: Oct 9, 2015 10:00:00 AM PDT

Location: North McCarthy Blvd. at South Ranch Dr., NE corner (See: map location on Page 65)

Notes: A ~~mandatory~~ pre-proposal conference for registered prospective proposers will be held at 10:00 AM on October 9, 2015 at North McCarthy Blvd. at South Ranch Dr., NE corner (See: map location on Page 65). ~~Proposers who are unable to attend the pre-proposal conference AND job walk will not be eligible for this competitive procurement.~~

* **Vendor attendance is required**

Acknowledged 10/20/15
[Signature]

Questions for Bid RFP #2120 - McCarthy Ranch Landscape Maintenance Services

Question #1

Will the payment bond be required of the awarded contractor as stated in the RFP?
Answers
 Proposers must be able to secure a payment bond if a subcontractor is proposed for subcontracted portion of the work totaling over \$25,000.

Oct 13, 2015 8:09:50 AM PDT
 Oct 13, 2015 4:25:43 PM PDT

Question #2

Pg. 11 of RFP - States 2" of mulch is a requirement - is that included in the monthly price or an extra when needed?
Answers
 For pricing purposes mulch application should be priced per cubic foot with an annual not to exceed amount of \$500.00.

Oct 13, 2015 8:11:50 AM PDT
 Oct 16, 2015 11:01:04 AM PDT

Question #3

Pg 15 of RFP - states that Ground Cover mowing is required - is that included in the contract or an extra when needed?
Answers
 Ground Cover mowing would be an extra when needed per safety issues.
 There is no prescribed schedule or prescribed frequency/interval as Ground Cover mowing should be performed when needed to ensure safety.

Oct 13, 2015 8:12:38 AM PDT
 Oct 16, 2015 11:01:22 AM PDT
 Oct 16, 2015 11:43:40 AM PDT

Question #4

The annual color on Ranch Dr. median - currently there is no color, does the city intend on re-installing color there, or will it remain empty?
Answers
 Annual plantings may be re-installed per City direction with a not to exceed amount

Oct 13, 2015 8:14:05 AM PDT
 Oct 16, 2015 11:01:54 AM PDT

of \$5,000.00 annually. Annual plantings should be included in your proposed price.

Question #5

Pg 12 - Gopher control - is it included in the monthly price?

Answers

Gophers, moles, rodents and other related pest control should be included in your proposed price.

Oct 13, 2015 8:14:46 AM PDT

Oct 16, 2015 11:02:21 AM PDT

Question #6

Will all areas be brought to within Spec (2") as a one-time, Billable/Extra charge, then be the contractors responsibility to maintain to this specification, thereafter, with the NTE \$500, annually?"

Answers

The contract should be within mulch application spec when the contract is awarded. Following award of the new contract, the contractor would be responsible to maintain contract specs thereafter with the NTE \$500.00 annually.

Oct 16, 2015 1:04:10 PM PDT

Oct 20, 2015 1:52:04 PM PDT

Question #7

What is the current contract amount? Who is the current contractor?

Answers

The current McCarthy Ranch Landscape Maintenance Service contractor is Jensen Landscape Services, Inc. The current amount of the contract is listed as \$415,422.75.

Oct 19, 2015 1:58:33 PM PDT

Oct 19, 2015 2:16:05 PM PDT

Question #8

What is the term of the current contract - how many years does the \$414,422.75 represent?

Answers

The current contract has a start date of August 30, 2010 and currently ends November 30, 2015.

Oct 20, 2015 8:24:00 AM PDT

Oct 20, 2015 1:52:36 PM PDT

Question #9

For the Proposal Offer Form it is requesting a Lump Sum Amount, is this the cost per each item for the whole year or per occurrence? (i.e. weekly charge for turf maintenance)

Answers

Per the RFP, the deadline for asking questions related to this RFP is: 2:00 P.M. PST, October 20, 2015

Oct 21, 2015 3:25:16 PM PDT

Oct 21, 2015 4:55:37 PM PDT

Ask a Question

Acknowledged
10/20/15
[Signature]