



PURCHASING DIVISION
P.O. Box 5007
ANTIOCH, CA 94531-5007
PHONE: (925) 779-6995
FAX: (925) 779-6817

TO: All Park Maintenance Contractors
FROM: Debra Joseph, Buyer II
SUBJECT: Bid No. 988-1104-09F, **Addendum #1 & #2** — Annual Contract for Park Maintenance
DATE: December 8, 2008

The City of Antioch mailed Request for Proposal No. 988-1104-09F on November 14, 2008, the Annual Contract for Park Maintenance. This is notification of **Addendum #1 & #2** to the Request for Proposal.

Addendum #1 (12/3/08):

1. On Page 41, Bid Work Sheet, Bid No. 988-1104-09F is due at 11:00 a.m. on 12/18/08. A corrected Bid Work Sheet is attached hereto.
2. A Bid Bond must be submitted with your bid on 12/18/08, see attached sample form. Also enclosed for your information are the Faithful Performance Bond and Payment Bond.

Addendum #2 (12/8/08):

1. Attached are the Pre-Bid Conference notes from meeting held on December 3, 2008.

Please call if you have any questions regarding this Addendum or the Request for Proposal at 925-779-6995.

Debra Joseph, Buyer II
djoseph@ci.antioch.ca.us

DJ/sml

Addendum #1 received by: _____
(Signature)

Date: _____

Please return this sheet with your bid document.

RETURN THIS PAGE WITH YOUR PRICING SCHEDULE

III. Bid Work Sheet - Bid No. 988-1104-09F - Due 12/18/08, 11:00 a.m.

To The City of Antioch:

In compliance with the annexed notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to complete the annual park maintenance contract as herein described in accordance with the special provision therefor, and agrees to enter into a contract therefor, at the listed prices.

All prices shall be F.O.B. Jobsite, Antioch, California. Sales tax should not be a part of the unit price. Should you show sales tax as a separate line item, the rate for the City of Antioch is 8.25%.

TOTAL BID PROPOSAL FOR ALL PARK SITES: \$ _____

Terms or Cash Discount (if other than net 30 days) _____

Company Name _____

Contact Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ FAX _____

Email Address _____

Contractor's License No. _____

Signature _____ Date _____

Send via mail (sealed) to:
City of Antioch/Purchasing
Bid No. 988-1104-09F
P.O. Box 5007
Antioch, CA 94531-5007

or

Deliver via courier (sealed) to:
City of Antioch/Purchasing
Bid No. 988-1104-09F
1307 West Fourth Street
Antioch, CA 94509

Directions to Purchasing: From Highway 4, take Auto Center Drive exit. Drive north approx. 1 mile; Auto Center Drive turns into West Fourth Street. Purchasing is located at 1307 West Fourth Street (Fourth and 'N' Streets). Enter from 'N' Street. The office is located in the mobile trailer next to the Stores Warehouse.

(Auto Center Drive was changed from Somersville Road.)

LATE BIDS WILL NOT BE ACCEPTED – NO EXCEPTIONS.

**CITY OF ANTIOCH
BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that _____ of
_____ as Principal, and _____

Company, a corporation, as Surety, are held and firmly bound unto

THE CITY OF ANTIOCH, a Municipal Corporation in the County of Contra Costa, State of California,
as Obligee, in the full and just sum of _____

_____ Dollars, lawful money of the United States of America, for the
payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 2008.

WHEREAS, the said principal is herewith submitting bid for its (Proposal/Bid) to said City on a
contract with said City to

_____;

The condition of this obligation is such that if the aforesaid principal shall be awarded the contract, the said
principal will, within the time required, enter into a formal contract and give a good and sufficient bond to
secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise
the principal and surety will pay unto the obligee the difference in money between the amount of the bid of
the said principal and the amount for which the obligee legally contracts with another party to perform the
work if the latter amount be in excess of the former, in no event shall the surety's liability exceed the penal
sum hereof.

Signed, sealed and delivered _____

Principal _____

By _____, its _____

Surety _____ Company [Seal]

By _____, its attorney-in-fact

In presence of _____

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, THAT, WHEREAS, the City of Antioch, designated the "Owner" has on _____, 2008, awarded to _____, hereinafter designated as the "Principal", an annual contract for park maintenance, and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contracts:

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Owner the penal sum of:

_____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if above-bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alternations made as therein provided, on his or their part, to be kept and performed at the time in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Owner, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to the Owner such reasonable attorney's fees as shall be fixed by the Court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above-bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Owner from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereinunder shall continue so long as any obligation of the Principal remains.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this _____ day of _____, 2008 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

(Seal)

Signature for Principal / Title

Surety

(Seal)

Signature for Surety / Title

PAYMENT BOND

KNOW ALL BY THESE PRESENTS, THAT, WHEREAS, the City of Antioch, designated the "Owner" has on _____, 2008, awarded to _____, hereinafter designated as the "Principal", an annual contract for park maintenance, and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal, and _____ as Surety, are held and firmly bound unto the Owner the penal sum of:

_____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, as required by the provisions of Chapter III, Division V, Title I, of the Government Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall be compiled with the provisions of said Government Code, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the Owner as shall be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this _____ day of _____, 2008, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

(Seal)

Signature for Principal / Title

Surety

(Seal)

Signature for Surety / Title

Addendum #2 – Park Maintenance Request for Proposal

Pre-Bid Conference Notes

Meeting: December 3, 2008, 10:00 A.M., Council Chambers

City Representatives:

Frank Palmeri, Parks Superintendent

Debra Joseph, Buyer II

Vendors Present:

New Image Land

Sycamore Landscaping

Crossroads Facility Services

D & H Landscaping

Enviroscapes

Pacheco Brothers

Odyssey Landscape

East Bay Construction

Coast Landscape Management

Dominguez Landscape

Anka BHI

Echo Landscape

Debra Joseph opened the meeting by explaining Addendum #1 and passed out the Addendum. Addendum #1 consists of the time proposal due correction on page 41, should be 11:00 a.m. Current documents online have been corrected. The second item is that a Bid Bond will be due with the proposals. The bid bond shall be 10% of the value of the first year of the contract (not the entire three years). A performance bond will be required of the awarding vendor, which will cover the entire cost of only the first year, not the total three year contract. This bond shall be renewable every year.

Frank discussed the reclaimed water in some of the parks. There is reclaimed water available in some of the parks but not all of them. This water shall not land in areas where picnic tables or benches are.

This contract process is started early before the start date because the City does have a contract process that must be followed. Prior to awarding a purchase order, the City must receive a signed contract thru our legal department, along with insurance certificates, bonds, business license, and have approval of our City Council.

Prevailing wages are required and the current minimum wage for a landscape laborer is \$10.12/hr.

Pacheco Brothers Gardening is currently the contractor performing this contract.

Waiver of Subrogation – The Waiver of Subrogation in regards to workers' compensation, will be required.

The process, after bids are received and analyzed, includes a contract and a purchase order. Extra work this last year, was set up at \$40,000 for the year. The awarded vendor shall separate invoices for extra work vs. regular park maintenance billing. The park restrooms are set at certain times for opening and closing. There may be issues along the way that need to have discussion.

The minimum acceptable standards are listed in the RFP.

Playgrounds are included in the maintenance of the parks.

The vandalism budget is approx. \$150,000 for a one year time period. If the damage is under \$500, the responsibility lies with the contractor to repair. If over \$500, it is considered Extra Work. (Examples for under \$500 – 1 tree down, or bench broken) Broken tennis net or car accident wrecking 3 trees is over \$500 and is our responsibility.

Due to budgetary issues in the current economy, the City may need to reduce service, so the option shall remain open during the term of the contract.

If there is bad weather, the City will adjust the work schedule to fit the need.

Water Conservation – If told to cut back 1/3, then contractor should cut back. Otherwise, how it is currently set up is acceptable. Contractor should watch for changing weather conditions throughout the year.

Memorial Tree Grove – is by the Skate Park on the east side of Prewett Park. (Shaped like a star).

The Waterpark is in a state of change. We are just beginning the process of building a new complex to be completed in 3 years. There will be an increase in the landscape maintenance area at that time.

Trash – There are no onsite dumpsters available.

Trash shall be picked up daily. There are recycling containers. Vendor shall keep track of volume. The City will provide a place to take the recycled products. It is okay for employees to take recyclables.

Will the City award to the lowest bidder? The City will most likely award to the lowest responsible bidder, to include qualifications, performance, and references. Include in your proposal any letters of recommendation.

The integrity of the irrigation system is currently 100%.

Mainline breaks – Call Frank Palmeri, as the City has employees that make these types of repairs.

Clock repairs – Call Frank and discuss problem. Discuss resolution.

Restrooms – If plugged, use plunger. If not cleared, call Frank. The City has a Vactor truck for this type of problem.

Dog Park at Markley Creek Park – There is crushed rock for dogs, but it is the responsibility of the contractor to keep clean.

Drinking fountains must be maintained in working order.

Joint use agreements – Chichibu Park is half the School District's and half City owned. The park is divided. Vendor is to maintain the City's area only. At Diablo West Park, the School District mostly maintains and also opens the restrooms.

City Park must be maintained at all times.

The Skate Park at Prewett is not included in this contract.

This contract is to start on July 1, 2009.

Prior to contract start, must have approval by City Council.

Barbara Price Park – In the future, part of it will become a boat launch. There is nothing to be maintained on the left side of the parking lot.

There is an irrigation controller at each park. There is a Rainmaster Evolution System on a Parks computer in the office.

All of the parks are currently in good shape.

Restrooms – The expectation is that they be kept clean. It is understood that 10 minutes after cleaning, it is possible someone can make it a mess.

Vendor is to provide all paper products for the restrooms.

In the RFP document, the listing of the parks lists P3 as Antioch Community Park. On the map, Page P3, it only says Community Park. They are the same park.

Debra Joseph, Buyer II

Parks Maint. Pre-Bid Conference 12/3/08

Attendee Sign-In Sheet

<u>Company</u>	<u>Representative</u>	<u>Phone</u>	<u>Email</u>
New Image Land	Guillermo Zovalenka	510-226-9191	grruvalenka@sbcglobal.net
Sycamore Landscaping	Doreen Kwashnicki	510-715-0217	dkwashnicki@NET Sbcglobal.net
Sycamore Landscaping	Scott Givelsman	925-250-0491	SGIVELSMAN@SYCAMORE-LC.COM
Crossroads Facility Services	Larry Grich	(916)870-2061	larryg@crossroads facility service
D+H Landscaping	William Medellin	(510)223-6597	william@dandh
ENVIROSCAPES	DASHLE MIELELE	(510)691-8996	ENVIROSCAPES LANDSCAPING CO 980 ABL.COM
Pacheco Brothers	George & Karl Pacheco	(510)487-3580	Karl@pacheco brothers.com
Odyssey Landscape	Dave Silva	(209)952-9752	dsilva@odysseyland scape.com
East Bay Construction	Pedro Vieira	(925)243-0281	Pedro@EastbayConstruction
East Bay Construction Co.	Thomas Peterson	925.243.0288	thomas@eastbayconstruction
Coast LM, inc	Bill Henry	(707)310-0022	bill@coastlm.com
Dominguez Landscape	Jesus Perez	916)381 8855	www.dominguezlandscape.com
Anka BHI	Michael Fisher	925-383-4720	MIKE_FISHER@YAHOO
ECHO LANDSCAPE	TRACY DEHERZENNA DENNIS SOLIS	(510)491-8614	DENNIS@ECHO LANDSCAPE NET