

July 25, 2024

**Tracy Blvd Sidewalk Gap Closure Project
CIP 73175**

Subject: Addendum No. 1

Attached is Addendum No. 1 for the above-referenced CIP 73175 project.

If you have any questions regarding this addendum, please contact Yemane Haile Civil Engineer at yemane.haile@cityoftracy.org or call at (209) 831-6455.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Bandugula', with a long horizontal flourish extending to the right.

Sharat Bandugula, P.E.
Senior Civil Engineer

Attachment

cc: Project File

ADDENDUM NO. 1

Date: July 25, 2024

**Tracy Blvd Sidewalk Gap Closure Project
CIP 73175**

All prospective bidders are hereby notified that modifications and/or changes are to be made to the specifications, plans, and proposal documents for this project, as entitled above.

The following items indicate additions and/or deletions to the above-referenced project's documents and are hereby made a part thereof and are subject to all applicable requirements thereunder as if originally shown and/or specified. This addendum modifies the Bidding Documents and is hereby made part of the Contract Documents for this project to the extent as though it were originally included therein.

This addendum shall be acknowledged either by 1) acknowledging on the Signature of Bidder page of the Bid Proposal or 2) signing the last page of this addendum and submitting it with the bid. Any proposal not in compliance with this requirement may be rejected.

The documents of this project are hereby changed as follows:

Item No. 1: I came across the Tracy Boulevard Sidewalk Gap Closure Improvements project. I was interested in bidding for this project, but I see that the license required is a Class A license. I am a concrete contractor with a C-8, why can't a C-8 licensed contractor bid this project.

Answer: *The project consists of grading work, ADA curb ramp installation, meandering sidewalk installation, and setting up temporary benchmarks (TP) for construction staking. The city believes these types of professional work should be conducted with a class A general engineering Contractor's license.*

Item No. 2: We are interested in bidding for the Tracy Blvd Sidewalk Gap Closure project. However, we were wondering what the engineer's estimated budget for this project would be! Sharing any documents will be appreciated.

Answer: *The cost estimate for the project will not be disclosed until the official bid opening date. See the instructions to bidders on page xii, item 17. "The Engineer's estimate prepared pursuant to Government Code section 4004 will not be available for public review until after the bids have been opened".*

Item No. 3: Can you please clarify this statement as mentioned in the Instruction to Bidders as there is not Bid Item 10 or 11:

Alternate. The contractor shall state in the bid schedule the amount to be added to the bid to furnish landscape and irrigation in lieu of the sidewalk construction as detailed in the technical prevision and this contract document. The contractor shall submit an alternate price for landscaping as bid item No. 10 and irrigation as bid item No.11.

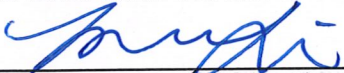
Answer: *No bid items 10 and 11 were part of the original bid schedule. Therefore, the instructions to bidders on page xii, item 20 have been removed from the bidding process. See the attached original bid schedule and instructions to bidders page xii.*

Item No. 4: If it can be answered, can you also please list the location where all the over-ex dirt is to be deposited per the specs, thank you.

Answer: *The second paragraph of page 8 of the technical specification (TP). "The unused excavated dirt shall be placed and stabilized at city decided location on each property next to or close to the work area".*

The Contractor is authorized to enter the two properties to place, store, and stabilize unused dirt. See the attached signed Right of Entry Agreement for the CIP 73175 project between the city of Tracy and the owner.

All other items remain unchanged.



Koosun Kim PE, City Engineer

Addendum No. 1 is hereby acknowledged by the bidder's signature.

Name of Bidder's Company

Authorized Signature

Date

Title

END OF ADDENDUM NO. 1

Bid Schedule

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs.)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization and Demobilization	1	LS	\$	\$
2	Traffic Control and General Safety	1	LS	\$	\$
3	Notification	1	LS	\$	\$
4	Erosion Control	1	LS	\$	\$
5	Construction Staking	1	LS	\$	\$
6	Earthwork & Grading	1	LS	\$	\$
7	Concrete Sidewalk Installation	±12,700	SF	\$	\$
8	ADA Curb Ramp Installations	2	EA	\$	\$
9	Miscellaneous Work	1	LS	\$	\$

TOTAL BASE BID: Items 1 through _____ inclusive: \$ _____

[Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.]

BIDDER NAME: _____

END OF BID SCHEDULE

proceed with the Work notwithstanding any pending or continuing challenge to its determination.

14. **Rejection of Bids; Award of Contract.** City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject any and all bids, or to abandon the Project entirely. The Contract will be awarded, if at all, within 90 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid.
15. **Bonds.** The successful bidder is required to submit payment and performance bonds as specified in the Contract Documents using the bond forms included in the Contract Documents, within ten days following City's issuance of the notice of award. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable. The payment and performance bonds must each be for 100% of the maximum Contract Price, and the warranty bond for 10% of the maximum Contract Price.
16. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code sections 1777.1 or 1777.7 is prohibited from performing Work on this Project.
17. **Engineer's Estimate.** The Engineer's estimate prepared pursuant to Government Code section 4004 will not be available for public review until after the bids have been opened.
18. **Bid Submittals.** Each bid must include each of the following documents, completed and signed as directed, using the forms provided by City and including any required attachments:
 - 18.1 Bid Proposal Form;
 - 18.2 Bid Schedule;
 - 18.3 Subcontractor List;
 - 18.4 Noncollusion Declaration;
 - 18.5 Bid Security or Bid Bond;
 - 18.6 Bidder's Questionnaire; and
19. **Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code section 6707.
20. ~~**Alternate.** The contractor shall state in the bid schedule the amount to be added to the bid to furnish landscape and irrigation in lieu of the sidewalk construction as detailed in the technical prevision and this contract document. The contractor shall submit an alternate price for landscaping as bid item No. 10 and irrigation as bid item No. 11.~~

Any disturbed landscape shall be hydroseeded to the satisfaction of the Engineer. All existing improvements damaged or displaced during construction shall be restored by the Contractor immediately to their original conditions.

The unused excavated dirt shall be placed and stabilized at city decided location on each property next to or close to the work area. The contractor shall have the right to enter the private property to do grading activities on the private property near the work area (see Right of Entry Agreement Letter). The grade between the property line and the back of the curb shall be approximately 2% or less at all locations. Clearing, grubbing, and grading operations shall conform to the provisions in Section 300, "Earthwork" of the city specification.

The Contractor shall adequately protect new and existing work and all items of equipment for the duration of the project from vandalism. The contractor shall remove and dispose of, from the project site, all debris and broken concrete material in a legal manner as required by Section 102, Responsibilities of the Contractor of the Standard Specification.

Measurement and Payment

Earthwork and Grading (Bid Item N0. 6) shall be paid for on a lump sum basis. Measurement will be based on the percentage of work completed as determined by the Engineer. The contract lump sum price paid for earthwork shall include full compensation for clearing, grubbing, and grading of all earthwork activities including all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete and in place, all as indicated on the contract documents, as directed by the Engineer, and no additional compensation will be allowed.

Earthwork activities shall be conducted in accordance with the City Standard Specifications and these Technical Provisions. Payment to the Contractor shall be made only for the actual quantities of contract items constructed per the Contract Documents.

All costs for obtaining materials, removing materials, stockpiling materials, preparing subgrade, excavation, subgrade compaction, compaction test, relocating utility boxes, adjusting utility boxes, protecting existing utility, coordinating its work with others, and providing safety measures shall be included in the contract price for **Bid Item N0. 6** with no additional cost to the city.

The quality of workmanship shall be subject to approval by the engineer. Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. Also, the Contractor shall keep clean and safe all work areas at his expense. It is also the responsibility of the Contractor to protect the existing utility from damage and vandalism.



City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

DEVELOPMENT SERVICES

MAIN 209.831.6000
FAX 209.830.6120
www.cityoftracy.org

Memorandum

Date: May 16, 2024

To: Midori Lichtwardt, City Manager
Sheena Stephens, Executive Assistant

^{DS}
SS

From: Sharat Bandugula, Senior Civil Engineer

^{DS}
SB

Subject: Request for City Manager's Signature

We are requesting the City Manager's signature on the following:
**RIGHT OF ENTRY AGREEMENT FOR CITY RIGHT-OF-WAY CAPITAL IMPROVEMENT
PROJECT (TRACY BOULEVARD SIDEWALK IMPROVEMENT PROJECT CIP 73175)**

If you have any questions, please let us know.

Attachment: Agreement signed by Owner, Mike Sandhu

DocuSigned by:
Division: *koosun kim*
7A9E694E49FA4EE...

^{DS}
DH EA: *MS*

DocuSigned by:
DH: *Karin Schneider*
2DC0567D8C0F45E...



CITY OF TRACY

333 Civic Center Plaza
Tracy, CA 95376

Telephone: (209) 831-6400
Fax: (209) 831-6439

RIGHT OF ENTRY AGREEMENT FOR CITY RIGHT-OF-WAY CAPITAL IMPROVEMENT PROJECT (TRACY BOULEVARD SIDEWALK IMPROVEMENT PROJECT CIP 73175)

This grant of a RIGHT OF ENTRY ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City") and Rurka Capital Inc. ("Owner").

- A. Owner owns the fee title to certain real property identified as San Joaquin County Assessor's Parcel Number 248-020-17 and 248-030-05 (hereinafter "Property").
- B. City requires entry onto Owner's property to perform earthwork, grading and stockpiling of excess soil material ("Soil"). The Owner has requested that the Soil be stockpiled at a location of their choice on the Property adjacent to the Tracy Blvd Sidewalk project. The stockpile location for each parcel will be determined prior to the start of construction of new sidewalk along Tracy Blvd. Construction will require access for earth moving equipment and contractor personnel on the Owner's property to grade the sidewalk construction area and the adjacent Owner's property and create the stockpile for excess material (hereinafter "Work").

NOW, THEREFORE, in consideration of the facts recited above, and the mutual covenants, terms, conditions and restrictions contained herein the parties hereto agree as follows.

1. Grant of Right of Entry. Owner grants to City, the Right of Entry to perform the Work described in Recital B above. Upon completion of its Work hereto, City will restore, as near as possible, the surface of the land to its original condition in which it was prior to commencement of the Work. The stockpiled Soil shall thereafter become the personal property of Owner subject to Section 2 below.
2. Owner Rights. City agrees to notify Owner at least thirty (30) days prior to City's movement of Soil onto the Property so City and Owner can coordinate the specific timing and location of the Soil to be deposited, or, at Owner's discretion and the City's cost, for the Soil to be hauled away.
3. Rights of City. City may exercise the Right of Entry subject to the following conditions:
 - a. Entry shall begin on August 1, 2024 and be limited to the hours between 7:30 AM 5:00 PM.
4. Termination. This Right of Entry shall terminate on the earlier of (i) completion of the City's construction of the Tracy Blvd. Sidewalk project, or (ii) December 30, 2024.

5. Access Limitation. No right of entry or access by the general public to any portion of the Property is conveyed by this Right of Entry Agreement.
6. Successor Interests. The terms of this Agreement shall run with the land and shall be binding upon Owner, and upon Owner's heirs, personal representatives, successors and assigns.
7. Hold Harmless. City hereby agrees to indemnify, defend and hold harmless the Owner from damage to the Owner's person or property or liability for any and all claims, demands, rights and causes of action of any kind arising by reason of the City, its agents, employees, or contractor's entry upon the upon the Owner's property pursuant to the Right of Entry, except to the extent cause by Owner's willful misconduct or negligence.

The individuals executing this Right of Entry represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Right of Entry.

IN WITNESS WHEREOF, City and Owner have executed this Right of Entry.

SIGNED:

OWNER:

Rurka Capital Inc.

DocuSigned by:
Mike Sandhu
By: _____
Karnail S. Sandhu, Manager
3972 W. Durhamferry Road
Tracy, California, 95304

Date: 5/16/2024 | 2:50 PM PDT

CITY:

**CITY OF TRACY,
a municipal corporation**

DocuSigned by:
Midori Lichtwardt

Midori Lichtwardt,
City Manager