



PARKS & RECREATION
DEPARTMENT

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
MAIN 209.831.6201
www.cityoftracy.org

April 25, 2025

Plan Holders of: **GRETCHEN TALLEY PARK – PHASE III IMPROVEMENTS**
1551 DOVE DRIVE, TRACY, CA – CIP NO. 78170

Subject: Addendum No. 1

Attached is Addendum No. 1 for the above referenced project.

Addendum #2 is scheduled to go out on morning of 5/5/25 at the latest. Addendum No. 2 will include but not be limited to minor plan modifications to accessible parking, utility line pipe type, and electrical plans (clarification on wire sizes and one line diagrams) along with any further questions received.

If you have any questions regarding this addendum, please contact Richard Joaquin at richard.joaquin@cityoftracy.org

Sincerely,

Richard Joaquin, RLA 6266
Assistant Director of Parks, Recreation and Community Services Department

Attachment

Cc: Project File

ADDENDUM NO. 1

APRIL 25, 2025

Plan Holders of: **GRETCHEN TALLEY PARK – PHASE III IMPROVEMENTS**
1551 DOVE DRIVE, TRACY, CA – CIP NO. 78170

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

The following items indicate questions, clarifications, additions, and/or deletions to the above referenced project documents and are hereby made a part thereof and are subject to all applicable requirements there under 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.

REVISIONS/CHANGES:

1. **Notice Inviting Bids (page ix) #6** – Link for QuestCDN – Construction DataNetwork shall be: <https://qcpi.questcdn.com/cdn/posting/?group=4201841&provider=4201841&projType=all>

2. **Special Conditions (page SC-1 attached)** – following shall be added to Special Conditions (attached):

#4. GC Supervision. GC shall provide site supervisor during all work that takes place onsite. Subcontractors and third parties must be supervised by GC at all times.

#5. Escalation. GC to account for 4% annual increase for labor and material in their bid prices and this will be throughout the project duration. No additional cost to be incurred

#6. Tariffs (Owner's Contingency). To account for potential material cost increases related to tariffs, the City has established a maximum Owner's Contingency of \$50,000, shown on the bid schedule as Line #20 – Contingency (Tariffs). This allowance is intended solely to cover substantiated tariff-related cost increases.

In order for the Contractor to access any portion of this allowance, the Contractor must submit documentation to the City demonstrating a cost increase attributable to tariffs. This shall include material price quotes dated prior to bid submission and updated quotes post-bid showing the difference in cost.

Any portion of the \$50,000 contingency not utilized through approved documentation shall remain the sole property of the City.

#7. Builder's Risk (General Condition 4.3(A) (2)). Builders Risk shall be waived on this project and in place of builder's risk an Installation Floater shall be required. General Condition 4.3 (A)(2) shall be revised to read:

(2) *Installation Floater Insurance:* For construction work not eligible for a builder's risk policy, Vendor, shall provide an installation floater, covering the work performed under the contract or agreement, on a form at least as broad as Insurance Services Offices, Inc. (ISO) Causes of Loss - Special Form. The policy shall cover the labor, materials, and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall allow for or include a waiver of subrogation in favor of the Insureds.

3. **Bid Schedule (Page P-5 and P-6 Attached).** Bid Schedule has been updated to include Bid Item number 20 from Special condition #6. Minor corrections made to numbering and notes on Bid Alternate page to clarify and match bid proposal labels. Contractors shall ensure that they Submit the revised pages.

QUESTIONS:

1. *QUESTION: Noticed there are two different CIP numbers in the specification for this project. Please confirm which one is correct. (Notice Inviting Bids versus Instructions to Bidders)?*

ANSWER: Project CIP number is 78170, 1.2 Bid Envelope shall read as follows:

BID PROPOSAL:

Gretchen Talley Park – Phase III Project
CIP No. 78170

City Clerk
333 Civic Center Plaza
Tracy, CA 95376

2. *QUESTION: Could I get the Cad file of Civil drawings? (Sheet C2.0,C2.1,C2.2)?*

ANSWER: City does not request Cad Files released from consultants during bidding.

3. *QUESTION: While reviewing the sample contract for the Gretchen Talley Park Project, I found the following reference to the City's Local Hiring Policy but found no Exhibit/Attachment etc. (CONTRACT – PAGE C-2 – 7.1 General)*

ANSWER: See Attached Exhibit A – City Local Hiring Policy for further information.

4. *QUESTION: I would like to get the plan holders list and be added to the list.*

ANSWER: See QuestCDN – City of Tracy Project Page. Click on Gretchen Talley Park – Phase III Improvements. You can View Plan Holders on that Page as well as at the bottom of the page you can pay for and download the documents. Once you pay for and download the documents your company should be add to the plan holders list.

5. *QUESTION:* Would the City consider pushing back the bid date toward the end of May?

ANSWER: No. Due to Council Summer Recess, pushing back date is not an option as it would delay the project.

6. *QUESTION:* Is there any flexibility on start date to begin toward the end of summer?

ANSWER: No.

7. *QUESTION:* Due to the tariff situation, our material prices are volatile and unstable, and we are seeing suppliers increase prices more frequently now. Would the City assist with material cost increases if proof of cost increase is provided from time of bid to time of submittal approval/order?

ANSWER: See Revisions/Changes #2, Special Condition #6 for requirement.

8. *QUESTION:* Is there a bid list of prime contractors I can send my price to?

ANSWER: See question and answer #4 for list of bidders.

9. *QUESTION:* Section 4.3 of General Conditions lists that Builder's Risk Insurance is required for this project. Sub-section (E) Subcontractors states "Contractor must ensure that each subcontractor is required to maintain the same insurance coverage required under this section of 4.3 with respect to its performance of work on the project, including those requirements related to the additional insured's and waiver subrogation"

- a. I wanted to verify if the fence subcontractors doing the fence and gates scope of work for this project are required to procure and maintain Builder's Risk Insurance for this project. This type of insurance is typically not required for subcontractors and is very costly to get. Please verify.

ANSWER: See revisions/changes #2, Special Conditions #7 for requirement.


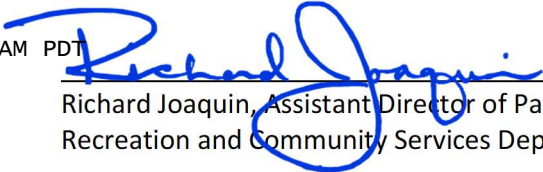
10. *QUESTION:* I have some questions on the BENCHES:

1. The Schedule (L3.0) on the ADD ALT #2 FITNESS AREA calls out the 6'-0" Backless Bench – PZ-0300-72 and this is SURFACE MOUNT, see attached.
2. The Schedule on (L3.0) on the SITE FEATURE SCHEDULE calls out a 6'-0" Backless Bench – PZ-0420-72 and this is a EMBEDDED MOUNT

These both call out the Detail on Page 1/L7.5 but IT SHOWS an entirely different bench and it has a BACK, But it does list out LPZ-0420-72 – which is actually PZ-0420-72 the Backless Bench that is EMBEDDED. I assume that the BACKLESS benches are needed and possibly they just used a different Drawing of our PZ-01C00 (Backed Bench). But I do need to know should they be SURFACE MOUNT or EMBEDDED or as listed?

ANSWER: Sheet L3.0 - Add Alt #2 Fitness area Item 2B under the site feature schedule shall read 6' metal backless bench / PZ – 0420 – 72. All benches shall be embedded.

All other items remained unchanged.

DocuSigned by:	
	4/26/2025 9:52 AM PDT 
Jonathan R. Mitchell, Interim City Engineer	Richard Joaquin, Assistant Director of Parks, Recreation and Community Services Department

Acknowledgement of Addendum No. 1 shall be noted on page P-1 of the Bid Proposal.

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
LF = Linear Foot

CF = Cubic Feet
LS = Lump Sum

CY = Cubic Yard
SF = Square Feet

EA = Each LB = Pounds
TON = Ton (2000 lbs)

BASE BID

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	General Conditions	1	LS	\$	\$
2	Demolition	1	LS	\$	\$
3	Erosion Control	1	LS	\$	\$
4	Earthwork	1	LS	\$	\$
5	Utilities (Water and Sewer)	1	LS	\$	\$
6	Storm Drainage	1	LS	\$	\$
7	Electrical (Includes Coord. w/ PG&E)	1	LS	\$	\$
8	Lighting	1	LS	\$	\$
9	Restroom Preparation and Connection	1	LS	\$	\$
10	Concrete	1	LS	\$	\$
11	Decomposed Granite	1	LS	\$	
12	Asphalt	1	LS	\$	\$
13	Fencing	1	LS	\$	\$
14	Sport Court Surfacing	1	LS	\$	\$
15	Site Features	1	LS	\$	\$
16	Signage	1	LS	\$	\$
17	Irrigation	1	LS	\$	\$
18	Planting	1	LS	\$	\$
19	90 day Maintenance	1	LS	\$	\$
20	Owner's Contingency (Tariffs)	1	LS	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID					

TOTAL BASE BID: Items 1 through 20 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.]

ADD ALTERNATE 1 – SHADE STRUCTURE AT SPORTS COURT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
21	Shade Structure (Include Permitting)	1	LS	\$	\$
22	Concrete	1	LS	\$	\$
TOTAL ADD ALTERNATE 1 BID					

TOTAL ADD ALTERNATE 1 BID: Items 21 through 22 Inclusive: \$_____

[Note: The amount entered as the “Total Add Alternate 1 bid” should be identical to the Add Alternate 1 amount entered in Section 2 of the Bid Proposal form.]

ADD ALTERNATE 2 – FITNESS AREA

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
23	Irrigation (deduct)	1	LS	\$	\$
24	Planting (deduct)	1	LS	\$	\$
25	Storm drainage	1	LS	\$	\$
26	Concrete	1	LS	\$	\$
27	Fitness Equipment	1	LS	\$	\$
28	Rubber Surfacing	1	LS	\$	\$
TOTAL ADD ALTERNATE 2 BID					

TOTAL ADD ALTERNATE 1 BID: Items 23 through 28 Inclusive: \$_____

[Note: The amount entered as the “Total Add Alternate 2 bid” should be identical to the Add Alternate 2 amount entered in Section 2 of the Bid Proposal form.]

ADD ALTERNATE 3 – SHADE STRUCTURE AT FITNESS AREA

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
29	Shade Structure (Include Permitting)	1	LS	\$	\$
30	Concrete	1	LS	\$	\$
TOTAL ADD ALTERNATE 3 BID					

TOTAL ADD ALTERNATE 1 BID: Items 29 through 30 Inclusive: \$_____

[Note: The amount entered as the “Total Add Alternate 3 bid” should be identical to the Add Alternate 3 amount entered in Section 3 of the Bid Proposal form.]

BIDDER NAME: _____

END OF BID SCHEDULE

Special Conditions

1. **Material and Equipment Submittals.** GC to provide written availability from each manufacture on each item submitted. If material and/or equipment is not available and will not meet the construction schedule/duration, the submittal will be rejected. Alternative specified materials and/or equipment will need to be provided at no additional cost. All expediting of materials and/or equipment will be the responsibility of the GC and not the owner. Equipment and/or material to be purchased within 30 days from approved submittals.
2. **Site Fencing.** GC shall provide fencing in all stage of construction: this includes any and all security of site and security of materials.
3. **Traffic Management.** GC shall provide all traffic management, signage, flagging, traffic and pedestrian protection.
4. **GC Supervision.** GC shall provide site supervisor during all work that takes place onsite. Subcontractors and third parties must be supervised by GC at all times.
5. **Escalation.** GC to account for 4% annual increase for labor and material in their bid prices and this will be throughout the project duration. No additional cost to be incurred.
6. **Tariffs (Owner's Contingency).** To account for potential material cost increases related to tariffs, the City has established a maximum Owner's Contingency of \$50,000, shown on the bid schedule as Line #20 – Contingency (Tariffs). This allowance is intended solely to cover substantiated tariff-related cost increases.

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(2) Installation Floater Insurance: For construction work not eligible for a builder's risk policy, Vendor, shall provide an installation floater, covering the work performed under the contract or agreement, on a form at least as broad as Insurance Services Offices, Inc. (ISO) Causes of Loss - Special Form. The policy shall cover the labor, materials, and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The policy shall allow for or include a waiver of subrogation in favor of the Insureds.

END OF SPECIAL CONDITIONS



City of Tracy Local Hiring Policy

The City of Tracy's Local Hiring Policy for Capital Improvement Projects aims to target employment and training opportunities to Tracy residents.

The Prime Contractor and all subcontractors shall implement and comply with the Local Hiring Policy for this project.

I. Definitions (for purposes of Local Hiring Policy only)

<u>Construction Trade</u>	A construction trade classification as established for prevailing wage payment requirements by the California Department of Industrial Relations.
<u>Contractor</u>	A contractor of any tier that employs individuals to perform Project Work.
<u>Tracy Resident</u>	An individual domiciled within the City of Tracy. "Domiciled" has the meaning set forth in section 349(b) of the California Election Code.
<u>New Local Apprentice</u>	A Tracy Resident who at time of the individual's commencement of Project Work has completed less than 25% of the required apprentice work hours to attain journey-level status, in a state-registered apprenticeship program.
<u>Percentage Goals</u>	The goals indicated for employment of Tracy Residents and New Local Apprentices described in the "Percentage Goals" section below.
<u>Project Work</u>	Construction work performed pursuant to the prime contract.

II. Percentage Goals

The City establishes the following goals for each Contractor, for performance of Project Work in each Construction Trade:

a) For journey-level workers:

- at least 25% of Project Work hours shall be performed by Tracy Residents.

b) For apprentice-level workers:

- At least 25% of Project Work hours performed by apprentices shall be performed by New Local Apprentices.

III. Contractor Hiring Responsibilities

Each Contractor shall follow the following hiring processes, which constitute good faith efforts to satisfy each of the Percentage Goals.

Contractors Working Under a Collective Bargaining Agreement: Contractor shall assign any existing crew members that fit the Percentage Goal categories, if such crew members are not currently working on other projects, until Percentage Goals are satisfied. If Contractor cannot satisfy Percentage Goals through assignment of existing crew members not currently working other projects, then Contractor shall use union hiring hall referral systems for any workers needed to satisfy Percentage Goals, including name calls and any other available mechanisms. For journey-level workers: when a Contractor requests workers from the union hiring hall, it requests Tracy Residents if needed to satisfy the applicable Percentage Goal. For apprentice-level workers: same as journey-level process, except Contractors shall contact the relevant apprenticeship program or hiring hall, and request referral of New Local Apprentices as needed to satisfy the applicable Percentage Goal, and shall sponsor New Local Apprentices as needed. If necessary, Contractors shall contact other sources designated by the City to identify Tracy Residents and New Local Apprentices to employ as needed to satisfy Percentage Goals.

Contractors Not Working Under a Collective Bargaining Agreement: Contractor shall assign any existing crew members that fit the Percentage Goal categories, if such crew members are not currently working on other projects, until Percentage Goals are satisfied. If Contractor cannot satisfy Percentage Goals through assignment of existing crew members not currently working other projects, then Contractor shall contact other available sources of workers for Tracy Residents and New Local Apprentices. Contractors shall sponsor New Local Apprentices as needed, if such workers can be identified. If necessary, Contractors shall contact other sources designated by the City to identify Tracy Residents and New Local Apprentices to employ as needed to satisfy Percentage Goals.

IV. Miscellaneous

- a. Monitoring. Contractors shall provide information as requested by the City, and access to job sites and employees as requested, to enable determination of compliance with requirements of the Local Hiring Policy.
- b. Subcontracts. The Prime Contractor shall include compliance with the Local Hiring Policy as a material term of all subcontracts. The Prime Contractor is liable for any breach of this Policy by any subcontractor of any tier.
- c. Assurance Regarding Preexisting Contracts. Each Contractor represents that as of the date that a contract incorporating this Policy became effective, it has executed no contract pertaining to the project that would have violated this Policy had it been executed after that date, or would interfere with fulfillment of or conflict with terms of this Policy. If, despite this representation, an entity that has agreed to comply with this Policy has entered into such contract, then upon request from the City it shall either amend that contract to include the provisions required by this Policy, or terminate that contract.

EXHIBIT A

- d. Liquidated Damages. If a Contractor fails to demonstrate that it made good faith efforts as described above and it fell short of the Percentage Goals, then the City may require prime contractor to pay City as liquidated damages an amount equal to the minimum journeyman level wage (or apprentice-level wage, as applicable) under the prevailing wage classification for the Construction Trade in question, for each hour short of the Percentage Goals by a Contractor. Compliance and liquidated damages will be assessed on an annual basis, or prior to final payment to the prime contractor for work under the subcontract in question. Liquidated damages may be withheld from progress payments or final payment from the City, upon compliance determination by the City, or during compliance review.
- e. Out-of-State Workers. The Percentage Goals do not apply to Project Work hours performed by residents of states other than the State of California (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of Percentage Goals).