

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2026, by and between the CITY OF ALAMEDA, a municipal corporation (“**the City**”), and Wickman Development and Construction, a California corporation, whose address is 5616 Mission St. San Francisco, CA 94112, (“**Contractor**”), in reference to the following:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the City’s Charter.
- B. The City is in need of the following services: construction of new City of Alameda Aquatic Center - PW NO. 02-26-27. City staff issued an IFB on February 26, 2026, after a submittal period of 54 days received Three (3) timely submitted bids, and the bids were opened on April 21, 2026. Staff reviewed the bids and selected the lowest responsive and responsible bidder.
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement, and desires to perform and assume responsibility for those services on the terms and conditions described herein. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.
- E. The City and Contractor desire to enter into an agreement for construction of new City of Alameda Aquatic Center – PW NO. 02-26-27, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM:

Contractor shall have 640 consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with the Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. Contractor acknowledges that the work plan included in

Exhibit A is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit A and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of the City.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is \$29,421,999.00, with a ten percent contingency in the amount of \$2,942,199.90 for a total not to exceed \$32,364,198.90. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall, as determined by the City, make prompt and regular incremental acceptances of portions of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted by the City, including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving (a) late payment or nonpayment by the prime contractor, (b) deficient subcontractor performance, or (c) noncompliance by a subcontractor with the contract, including but not limited to remedies under California Public Contract Code Section 9204. This clause applies to both DBE and non-DBE subcontractors.

4. TIME IS OF THE ESSENCE:

Contractor and the City agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to this Agreement that if all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in Paragraph 1 above, damage will be sustained by the City, and it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that Contractor will pay the City the sum of two thousand five hundred DOLLARS (\$2,500) per day as liquidated damages for each and every day's delay beyond the time prescribed to complete the work; and Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if the City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge Contractor, its successors, heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts in good faith and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Contractor further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Contractor further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed

by the Contractor and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services and work. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from the City to Contractor, its employees, subcontractors, suppliers or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor. Any personnel performing the services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend (with counsel acceptable to the City) and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable employer/employee conduct, neither Contractor nor Contractor's employees, agents, subcontractors or suppliers shall harass or discriminate against any job applicant, City employee, or any person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to race, religious creed, color, national origin, ancestry, disability (both mental and physical), including HIV and AIDS, medical condition (e.g., cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor agrees that any violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any

manner connected to Contractor’s performance of its obligations under this Agreement or out of the operations conducted by Contractor even if the City is found to have been negligent. If the Claims filed against Indemnites allege negligence, recklessness or willful misconduct on the part of Contractor, Contractor shall have no right of reimbursement against Indemnites for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Contractor. Contractor shall not have any obligations to indemnify Indemnites if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

As to Claims for professional liability only, Contractor’s obligation to defend Indemnites (as set forth above) is limited as provided in California Civil Code Section 2782.8.

Contractor’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Contractor shall furnish City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10.b. (1) through (5). Such certificates, which do not limit Contractor’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda, Attention: Risk Manager.”

Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates.

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b. COVERAGE:

Contractor shall maintain insurance coverage and limits at least as broad as:

- (1) Workers’ Compensation:
Statutory coverage as required by the State of California.
- (2) Liability:
Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$5,000,000 each occurrence
	\$10,000,000 aggregate - all other

Property Damage: \$5,000,000 each occurrence
\$10,000,000 aggregate

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$5,000,000 each occurrence
Property Damage: \$5,000,000 each occurrence

or

Combined Single Limit: \$10,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$5,000,000 each occurrence and \$10,000,000 aggregate. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(5) Builders Risk:

Insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to the Contractor; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City.

c. SUBROGATION WAIVER:

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or

as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Contractor are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City's Risk Manager:

A. Faithful Performance: A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials: A bond for labor and materials in the amount of 100% of the total contract price.

Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to budget for the bond premiums.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, Contractor's claims for money from the City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to the City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the entity.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from the City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of the City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Contractor shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder. Contractor and City shall work together to determine which party is responsible for payment of fees or any other costs required to obtain such permits, certificates or licenses.

15. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the City.

Contractor shall, at such time and in such form as the City may require, furnish reports concerning the status of services and work required under this Agreement.

16. RECORDS:

Generally, the City has the right to conduct audits of Contractor's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of services and work under this Agreement.

Contractor shall maintain adequate records of services and work provided in sufficient detail to permit an evaluation of services and work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the City or its designees, and gives the City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

City of Alameda
Recreation and Parks Department

2226 Santa Clara Ave.
Alameda, CA 94501
ATTENTION: Justin Long
Ph: (510) 747-7529 / Email: JLong@alamedaca.gov

All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

Wickman Development and Construction
5616 Mission St.
San Francisco, CA 94112
ATTENTION; Jonathan Wickman
Ph: (415)239-4500
Email: jonathan@wickmandev.com

18. SAFETY:

Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and work under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor standards, Cal/OSHA requirements Act, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

Contractor shall immediately notify the City's Risk Manager within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Contractor shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free

and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

20. HEALTH AND SAFETY REQUIREMENTS.

Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

21. PREVAILING WAGES:

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Contractor's request, shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

22. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 22 through 24 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. The project that is governed by this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

f. In executing this Agreement, Contractor acknowledges and agrees that the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

23. HOURS OF LABOR:

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any subcontractor on any subcontract under this Agreement, upon the work or upon any part of the work contemplated by this Agreement, is limited and restricted to eight (8) hours during any one calendar day and forty (40)

hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work, provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor shall pay the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor, or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

24. APPRENTICES:

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor under it on contracts greater than \$30,000 or 20 working days. Contractor and any subcontractor under it shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

25. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation or physical

disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

26. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

27. URBAN RUNOFF MANAGEMENT:

Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, Contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site.)
- b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State’s Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

28. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City’s Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

29. COMPLIANCE WITH THE CITY’S INTEGRATED PEST MANAGEMENT POLICY:

Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order R2-2022-0018, issued by the San Francisco Bay Regional Water Quality Control Board.

- Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- Contractor will consider the City IPM Policy’s hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);

- e. Reduced-risk chemical controls (e.g., soaps or oils); and
 - f. Other chemical controls.
- Prior to applying chemical controls Contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (See Exhibit C). Additionally, Contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
- a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA);
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion);
 - c. Diamides (chlorantraniliprole and cyantraniliprole);
 - d. Neonicotinoids (e.g., imidacloprid, acetamiprid, and dinotefuran);
 - e. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, metofluthrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl and aldicarb), diuron, fipronil and its degradates, and indoxacarb; and
 - f. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- Contractor shall provide to the City's project manager an annual report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

If this Agreement pertains to the use of any items listed above, Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List. ADD EXHIBIT B IF PEST CONTROL.

30. PURCHASES OF MINED MATERIALS REQUIREMENT:

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to the City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

31. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE:

Contractor, shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the California Air Resources Board regulations including, without limitation, Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("CARB Regulations").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, Certificates of Reported Compliance, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the CARB Regulations upon two (2) calendar days' notice from the City

Contractor shall be solely liable for any and all costs associated with complying with the CARB Regulations as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the CARB Regulations. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the CARB Regulations.

32. TERMINATION:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Contractor from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may terminate the Agreement forthwith by giving to Contractor written notice thereof.

The City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

33. ATTORNEYS' FEES AND COSTS:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

34. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to

mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

35. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

36. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from the City to do otherwise.

37. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

38. INTEGRATED CONTRACT:

Subject to the language of Section 43, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Contractor.

39. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

40. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

41. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

42. SIGNATORY:

By signing this Agreement, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

43. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Wickman Development & Construction
a California corporation

CITY OF ALAMEDA,
a municipal corporation

DocuSigned by:

Jonathan Wickman

A8A9EF47B202474...

Jonathan Wickman
CFO and Secretary

Gerry Beaudin
City Manager

RECOMMENDED FOR APPROVAL

Signed by:

AIDAN FAHY

893A1300D2D2443...

Aidan Fahy
CEO

DocuSigned by:

Justin Long

F9D7CCA807754F2...

Justin Long
Recreation and Parks Director

Contractor License No. _____970768

DIR No. _____1000002945_

APPROVED AS TO FORM:
City Attorney

Signed by:

Skitch Crosby

1A7D4E65843841B...

Skitch Crosby
Assistant City Attorney

BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

5 BID PROPOSAL TO THE CITY OF ALAMEDA

NAME OF BIDDER Wickman Development and Construction

BUSINESS ADDRESS 5616 Mission Street

CITY, STATE, ZIP San Francisco, CA 94112

TELEPHONE NO: AREA CODE (415) 239 45 00

The Work for which this proposal is submitted is for construction in accordance with the Contract Documents.

The Project plans for the Work to be done were approved and are entitled:

Alameda Aquatic Center
PW NO. 02-26-27
CITY OF ALAMEDA
ALAMEDA COUNTY, CALIFORNIA

Bids are to be submitted for the entire Work. The amount of the bid for comparison purposes will be the total of bid items, including revocable bid items.

Bid bond or check. Accompanying this proposal is Bidder's Bond, [Insert: Cash \$, Cashier's Check, Certified Check, or Bidder's Bond, as the case may be] in an amount equal to at least 10% of the total of the bid.

Execution within ten days. The Bidder agrees to execute the required contract(s), with necessary bonds, within ten calendar days of notification that the City has accepted the bid and the contract is ready for signature. If the Bidder fails to do so, the City may, at its option, determine that the Bidder has abandoned the contract. The penalty for default is forfeiture to the City of Alameda of the proceeds of the proposal guarantee accompanying this bid.

Addenda. This proposal is submitted to include the changes to the Contract Documents as Addendum numbers 1-2-3-4-5-6. [Fill in if addenda have been issued.] If addenda issued, print, sign and date each addenda and include with this bid proposal.

Warning. If the City has issued an addendum or addenda, the City may reject this Proposal if all addenda are not noted above as being received by the Bidder.

License. The Bidder is licensed in accordance with the State of California Contractor's License Law.

License No. 970768

BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

5-1 BID SCHEDULE AND ALTERNATES FOR ALAMEDA AQUATIC CENTER

TO: CITY COUNCIL, CITY OF ALAMEDA, CALIFORNIA

The undersigned Bidder declares that Bidder has carefully examined the Project Manual, and is satisfied as to the field conditions the Bidder will encounter. The Bidder proposes to furnish all materials, labor and equipment and to do all Work required to complete the Work in accordance with the Project Manual, for the prices set forth in the following schedule (including all applicable taxes):

Bid Item	Description	Total Price
1	ALAMEDA AQUATIC CENTER	\$ 28,650,000 ^{JW} 26,628,000

Project Schedule: Contractors base bid shall be based on a construction schedule of 640 calendar days from the Notice to Proceed through Substantial Completion.

Post Bid Contractor Schedule of Values: Within 24 hours of bid opening, Contractor shall furnish to City their breakdown of the proposed total price. The breakdown shall include at a minimum the following line items:

1. Mobilization
2. Subcontractors listed on the Proposed Subcontractor Form
3. General Conditions
4. General Requirements
5. General Liability Insurance
6. Payment and Performance Bonds
7. Builders Risk Insurance
8. Overhead and Profit

BID ALTERNATES:

ADD ALTERNATES:

1. THICKENED POOL SLABS: See sheets CP-4.1, CP-5.1 and AP-2.1 for scope. This add-alternate and add-alternate 2 will not be purchased together – only one of the two will be purchased by the City of Alameda.

\$ 426,000

BIDDER: Wickman Development and Construction

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2. PERMANENT DEWATERING WELLS: See Attachment C Dewatering Report for scope including but not limited to pages 1-1, 3-1, 3-2, 3-8, 3-13, 4-1, and 4-3. This add-alternate and add-alternate 2 will not be purchased together – only one of the two will be purchased by the City of Alameda. Also, if the City decides not to purchase a permanent dewatering system, then the contractor will still need to provide a temporary dewatering system during construction.

\$ 31,000

3. TIMING SYSTEM CONDUITS & J BOXES: See sheet CP-3.1 for scope.

\$ 47,000

4. SCOREBOARD FOOTING & POSTS: See sheets A122, S201B, S301, S522, CP-3.1, and CP-11 for scope.

\$ 189,000

5. SCOREBOARD & TIMING SYSTEM (PLUS ADD-ALTERNATES 3 AND 4) See sheets A122, S201B, S301, S522, CP-3.1, and CP-11 for scope.

\$ 594,000

6. EMERGENCY RESPONDER RADIO COVERAGE SYSTEM (also called EMERGENCY RESPONDER COMMUNICATION ENHANCEMENT SYSTEM) See sheets T001, T101, and T401 for scope. Space and infrastructure for ERCES shall be provided in the base bid.

\$ 132,000

7. AMP VIDEO DISPLAY : Provide AMP LED Video Display and associated infrastructure and equipment for the AV systems refer to sheets A301, E001 and T001 and design requirements in Attachment F: AMP Audiovisual Technical Design Narrative.

\$ 37,000

BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

DEDUCTIVE ALTERNATES:

1. **WINDWALL STRUCTURE BETWEEN POOLS:** Eliminate glass wall and concrete base between pools shown on sheet A131. Replace with pool deck. Electrical and Plumbing equipment located in concrete base to be housed in standalone tombstones as shown on sheet CP-8.

\$ ~~(150,000)~~^{dn} (115,000)

2. **17 PARKING STALLS:** See sheets A120 and L1.01 for location of stalls to be removed. Stalls to be replaced with landscaping to match what is being planted adjacent to the stalls.

\$ (1)

3. **ONE LANE FROM ACTIVITIES POOL:** Remove one seven-foot-wide lane of pool and shift remain pool south to maintain location of south end of pool.

\$ (34,000)

Entire Work. Bids are required for the entire Work, including the alternative bid items if any. The amount of the bid for the purposes of the award will be the total of the amount of all the base bid items. The city will determine which additional alternate(s), if any, will be awarded. All items are based on an "in place" condition.

Item price and total. The Bidder shall set forth for each unit basis item of Work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

Discrepancies. In the case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail

BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

5-2 PROPOSED SUBCONTRACTOR FORM

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the Project in excess of one half of one percent (.5%) of the prime Contractor's total bid. The Bidder is **required** to state the name, location of the place of business, and the California contractor license number per California PCC section 4104, of each subcontractor and the work which each subcontractor will perform. The Bidder hereby submits a list of subcontractors whom the Bidder proposes to employ on the work with the proper firm name and business contact information, work and value of each. If no subcontractors, sign form with none listed and include form with Bid Proposal.

SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK/CONTRACT BID ITEM	DIR NO.
RMC	1115915	850 S. VAN NESS AVE SUITE 27 SAN FRANCISCO, CA 94110	Concrete	2000001958
CREATIVE MASONRY	527407	LIVERMORE, CA 94551	Masonry	1000001092
DETAIL IRONWORKS	769491	1450 DONNER AVE SAN FRANCISCO, CA 94124	Structural Steel, Metal Fabrications	1000000532
SOLANO COUNTY ROOFING JW	495355 JW	4349 CORDELIA RD FAIRFIELD, CA 94534 JW	Roofing JW	1000000777 JW
NORTH BAY DRYWALL	1035251	PO BOX 7340, COTATI, CA 94931	Gypsum Board	1000054143
DE ANZA TILE	402306	45755 NORTH POET LOOP WEST FREMONT, CA 94537	Tiling	1000001077

(This form may be duplicated if necessary to list additional subcontractors)

Signed: _____

Jonathan Wickman
Jonathan Wickman - Chief Business Officer

Docusign Envelope ID: FA9FF844-4EB7-83C0-83CC-DC6FAA642FDD

BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

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SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK/CONTRACT BID ITEM	DIR NO.
WESTERN WATER FEATURES	710366	5088 HILLSDALE CIB. EL TORADO HILLS, CA 95762	Swimming Pools	1000001886
DUMOR FIRE SYSTEM	722228	17119 PLACER HILLS RD, MEADOW VISTA, CA 95722	Fire Suppression	1000000203
MICHAEL VENOSTA PLUMBING	969247	9505 UNRUH ST, UNIT 13, CILFON, CA 95020	Plumbing	2000000366
BAT AREA HVAC	1021719	194 LANTZ DRIVE, MORGAN HILL, CA 95037	Heating, Ventilating, and Air	100458014
PACIFIC METRO ELECTRIC	701614	3150 E. FREMONT ST, STOCKTON, CA 95205	Electrical	1000000586
GRADY PAVING	201696	MOUNTAIN VIEW, CA 9403 ^{HW} 94043	Earthwork	1000002381

(This form may be duplicated if necessary to list additional subcontractors)

Signed: _____

Jonathan Wickman - Chief Business Officer

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BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

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SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK/CONTRACT BID ITEM	DIR NO.
KELLER-NORTH AMERICA	482246	500 YGNACIO VALLEY RD SUITE 328, WALNUT CREEK, CA 94596	Soil Improvement	1000006388
MARINA LANDSCAPE	492862	1683 E. LOUISE AVE. LATHROP, CA 95330	Landscape, irrigation	100000079
CEAN	1106207	9651 C ST, OAKLAND, CA 94603	Underground utilities	1001091352
ALLIANCE GLASS dw	868051 dw	41939 CHRISTY ST FERMONT CA 94538 dw	ALUMINUM FRAMED STOREFRONTS AND ENTRANCES, TRANSDOM WIN DOORS GLAZING, INTERIOR ALUMINUM FRAMED STOREFRONTS	1000635694 dw
PHOENIX ELECTRIC	811031	1350 VAN DYKE AVE. SAN FRANCISCO, CA 94124	JOINT TRENCH	1000004281
VINTAGE CONTRACTORS	416130	226A OCEAN AVE, ST 200, SAN FRANCISCO, CA 94127	FENCES & GATES	100004475

(This form may be duplicated if necessary to list additional subcontractors)

Signed: _____

Jonathan Wickman - Chief Business Officer

DocuSign Envelope ID: FA9FF844-4EB7-83C0-83CC-DC6FAA642FDD

BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

5-2 PROPOSED SUBCONTRACTOR FORM

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the Project in excess of one half of one percent (.5%) of the prime Contractor's total bid. The Bidder is **required** to state the name, location of the place of business, and the California contractor license number per California PCC section 4104, of each subcontractor and the work which each subcontractor will perform. The Bidder hereby submits a list of subcontractors whom the Bidder proposes to employ on the work with the proper firm name and business contact information, work and value of each. If no subcontractors, sign form with none listed and include form with Bid Proposal.

SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK/CONTRACT BID ITEM	DIR NO.
PK ROOFING & CONSTRUCTION	781758	249 ESTUDILLO AVE, SAN LEANDRO, CA 94577	ROOFING	1000950085
BT MANCINI	221210	SACRAMENTO, CA 95826	METAL PANELS	1000002989
VIKING DRILLERS	476668	GRANITE BAY, CA 95746	DEWATERING	1000002722
AMERICAN GLASS	1051657	LIVERMORE, CA 94551	ALUMINUM FRAMED STOREFRONTS AND ENTRANCES, TRANSCATION WINDOWS, GLAZING, INTERIOR ALUMINUM FRAMED STOREFRONTS	1000367971

(This form may be duplicated if necessary to list additional subcontractors)

Signed: _____

Jonathan Wickman - Chief Business Officer

BIDDER: Wickman Development and Construction


PROPOSAL FOR PW 11-19-55

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Signed: 
Jonathan Wickman - Chief Business Officer

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BIDDER: Wickman Development and Construction

PROPOSAL FOR PW 11-19-55

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Jonathan Wickman - Chief Business Officer

BIDDER: Wickman Development and Construction

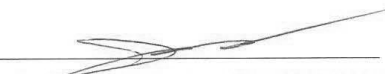
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Jonathan Wickman - Chief Business Officer

BIDDER: Wickman Development and Construction

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(This form may be duplicated if necessary to list additional subcontractors)

Signed: _____

Jonathan Wickman - Chief Business Officer

5-3 – NOT USED

Bidder Wickman Development and Construction

Proposal for PW NO. XX-XX-XX

5-4 NON-COLLUSION DECLARATION

Title 23 United States Code section 112, and
PCC section 7106

The undersigned declares:

I am the Chief Business Officer of Wickman Development and Construction, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted this bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 21, 2026 at San Francisco (city), California.”



(Signature of representative of Bidder)
Jonathan Wickman - Chief Business Officer

Bidder Wickman Development and Construction

Proposal for PW NO. XX-XX-XX

5-5 QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Bid depository or registry services. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?

YES [] NO []

If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire.

2. Other source of subcontractors. Did you have any source of subcontractor bids other than bid depositories?

YES [] NO []

3. Threats of boycott or other sanctions. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depository?

YES [] NO []

If the answer to No. 4 is "yes," please explain the following details:

- a. Date:
- b. Name of person or group:
- c. Job involved (if applicable):
- d. Nature of threat:
- e. Additional comments (use additional paper if necessary):

4. Disqualification or removal. Have you, any officer of Bidder, or any employee who has a proprietary interest in Bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? If so, explain the circumstances. (PCC §10162.)

YES [] NO []

5. Federal court action. No more than one final, un-appealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. (For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.) (PCC §10232.)

TRUE? []

Bidder Wickman Development and Construction

Proposal for PW NO. XX-XX-XX

6. No convictions. Neither the Bidder nor any proposed subcontractor (nor the partner, member, officer, director, responsible managing officer, or responsible managing employee of either of them) has been convicted of any of the following offenses: fraud, bribery, collusion, conspiracy, bid-rigging, price-fixing or any other act in violation of any state or federal antitrust or public corruption law in connection with the bidding upon, award of, or performance of, any public works contract with any public entity. (PCC §10285.1.)

TRUE? []

7. Litigation. Please provide the following information on all state or federal litigation in which Bidder or any proposed subcontractor was a named party: *N/A*

- a. Case name
- b. Case location (including county and state for state litigation, or district for federal litigation)
- c. Year case was filed
- d. Whether case is pending or resolved

SIGNED: _____

Please return ~~this~~ form with your bid proposal. Jonathan Wickman - Chief Business Officer

Bidder Wickman Development and Construction

Proposal for PW NO. XX-XX-XX

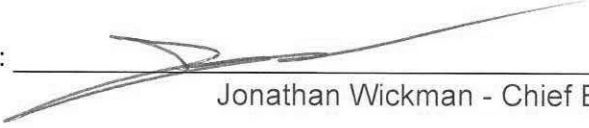
5-6 BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY TECHNICAL ABILITY AND EXPERIENCE

The Bidder is required to state what work of a similar character to that included in the proposed contract the Bidder has successfully performed and give reference which will enable the City Council to judge his responsibility, experience skill, and business standing.

The Bidder shall submit with the bid proposal a statement of the work of a similar size and character to that included in the proposed contract which the Bidder has successfully performed.

Agency for Whom Work Was Done	Contact Name w/ Phone #	Project	Completion Date	Contract Price
City of Piedmont	Daniel Gonzalez 510 420 3061	City of Piedmont New Community Pool	September 2025	\$28,135,311
City of South San Francisco	Max Chanowitz 510-292-6653	Orange Memorial Park Aquatic Center	August 2026	\$35,754,089
San Francisco Unified School District	John Dutch / 415-241-6152 X1558	Thurgood Marshall High School Modernization	January 2023	\$30,955,007
San Francisco Unified School District	John Dutch / 415-241-6152 X1558	Dr. Charles Drew Elementary School Modernization & Interim Housing Project	August 2020	\$ 21,582,678

SIGNED: _____


Jonathan Wickman - Chief Business Officer

Bidder Wickman Development and Construction

Proposal for PW NO. XX-XX-XX

5-7 BIDDER'S BOND

We: Wickman Development and Construction as Principal,
and Western Surety Company as Surety, are bound to the City of Alameda in the penal sum of ten percent (10%) of the total amount of the bid of the Principal, for the payment in United States dollars, to be made to the City of Alameda. We bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by this Bidder's Bond. In no case shall the liability of the surety under this bond exceed \$ Ten Percent (10%) of the total amount of bid. Bid: This bond is based on the fact that the Principal has submitted a bid to the City of Alameda for certain construction specifically described as Alameda Aquatic Center - PW No. 02-26-27.

The bids are to be opened at City Hall West, Alameda, California on April 21, 2026.

NOW, THEREFORE,

- a) If the bid is rejected or awarded to another bidder, then this obligation is void.
- b) If the Principal is awarded the contract and, within the time and manner required under the Contract Documents enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be void; otherwise, it remains in effect.
- c) The Surety agrees that its obligations and those of the bond shall not be impaired or affected by any extension of the time within which the City of Alameda may accept the bid; and the Surety here waives notice of any such extension.
- d) If the City brings suit on this bond, the surety shall pay reasonable attorney's fees and costs incurred by the City, in addition to the bond amount.

Signatures. We have executed this Bidder's Bond (and seals) on April 17, 2026.

Wickman Development and Construction (SEAL)

Western Surety Company (SEAL)


JONATHAN WICKMAN - CBO (SEAL)


Christopher M. Howell, Attorney-in-Fact (SEAL)

5616 Mission Street, San Francisco, CA 94112
PRINCIPAL ADDRESS

2121 N. California Blvd., Suite 760, Walnut Creek, CA 94596
SURETY ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

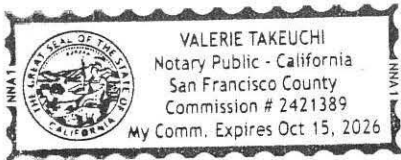
On 4/17/2020 before me, Valerie Takeuchi, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Christopher M. Howell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christopher M. Howell
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

~~Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____~~

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen West, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Jacquelin Muro Silva, Keith Lovitt, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.



WESTERN SURETY COMPANY

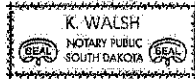
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of April, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bidder Wickman Development and Construction

Proposal for PW NO. XX-XX-XX

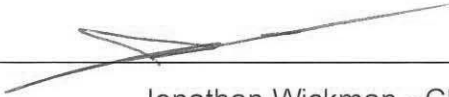
5-8 BIDDER'S REQUEST FOR MATERIAL SUBSTITUTION

The Bidder has 15 calendar days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item(s). (See Bid Documents, Section 3-5.) A request for a substitution of material must be identified on this sheet and submitted as part of the Bid Proposal. If no material substitution requests, leave the table blank, sign the form and submit with bid.

The Bidder here submits a list of substitute material for consideration as "an equal".

Trade Name/Model or Catalog Number as Specified in Special Provisions	Substitute Trade Name/Model or Catalog Number

Signed: _____



Jonathan Wickman - Chief Business Officer

5-9 GUARANTEE

CITY OF ALAMEDA

A. The Bidder guarantees the construction and installation all of the Work included in this Project.

B. If within 12 months after the City accepts the Work under the Contract:

- (a) any of the materials or equipment prove defective; or
- (b) the Work as a whole proves defective due to faulty workmanship, material furnished or methods of installation; or
- (c) the Work or any part of it fails to operate properly as originally intended and in accordance with the Contract Documents;

the Bidder/Contractor agrees to the following:

- 1. to reimburse the City, upon demand, for its expenses incurred in restoring the Work to the condition contemplated in the Project, including the cost of any equipment or materials replaced and the cost of removing and replacing any other Work necessary to make the replacement or repairs; or
- 2. upon demand by the City, to replace any such material and to repair the Work completely without cost to the City so that the Work will function successfully as originally contemplated.

C. The City has the unqualified option to make any needed replacements or repairs itself or to have those replacements or repairs done by the Bidder/Contractor. If the City chooses to have the Work performed by the Bidder/Contractor, the Bidder/Contractor agrees that the Bidder/Contractor will make the repairs and furnish the materials as are necessary, within a reasonable time after City's demand. If Bidder/Contractor fails or refuses to comply with the Bidder/Contractor's obligations under this guaranty, the City is entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of that failure or refusal.



 Bidder/Contractor
 Jonathan Wickman - Chief Business Officer

4/21/2026

 Date

Bidder Wickman Development and Construction

Proposal for PW NO. XX-XX-XX

5-10 AGREEMENT TO BE BOUND TO PROJECT STABILIZATION AGREEMENT

PROJECT STABILIZATION AGREEMENT FOR THE CITY OF ALAMEDA AGREEMENT TO BE BOUND

The undersigned party confirms that it agrees and assents to comply with and to be bound by the City of Alameda Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in Section 17, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s) and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) require(s) such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Dated: 4/21/2026

Project: Alameda Aquatic Center
PW NO. 02-26-27



Signature of Authorized Officer

Jonathan Wickman - Chief Business Officer
Authorized Officer & Title

Wickman Development and Construction
Name of Contractor/Employer(s)

5616 Mission St, San Francisco,
CA 94112
Contractor/Employer(s) Address

970768
CSLB #

415-239-4500
Area Code Phone

estimating@wickmandev.com
415-239-4511
E-mail and/or Fax

N/A
Motor Carrier (CA) Permit Number

1000002945
DIR Prevailing Wage Registration #



City of Alameda, California

March 25, 2026

TO: PRE-QUALIFIED GENERAL CONTRACTORS

City of Alameda
Alameda Aquatic Center

Address: 800 Atlantic Avenue

PROJECT NUMBER P.W. 02-26-27

CIP#: C55400

Permit: N/A

ADDENDUM NO. 01

(Note: This is the first Addendum issued for the General Contractor services for the Alameda Aquatic Center project. It resides on City of Alameda's BPX Printing & Graphics bidding portal / website. See BPXpress, Central Avenue, Richmond, CA website; Online Planroom, "Find Jobs to Bid", City of Alameda; City of Alameda Aquatic Center, "View project details".)

Addendum No. 01 is issued in response to the City's decision to extend the Bid Date from April 7, 2026 at 2 PM to April 21, 2026 at 2 PM and to extend the deadline for questions from March 27, 2026 to April 7, 2026.

APPROVED: _____ Date: 03/25/2026
Scott Wickstrom, City Engineer

APPROVED: _____ Date: 03/25/2026
Justin Long, Alameda Recreation and Park Department, Director

Receipt is hereby acknowledged of **Addendum No. 01, GENERAL CONTRACTOR SERVICES** for the City of Alameda's Aquatic Center project, No. P.W. 11-23-29

Wickman Development and Construction Date: 4/21/2026
Company Name

By: _____
Jonathan Wickman - Chief Business Officer

NOTE: THIS ADDENDUM (minus any attachments and/or exhibits), **SIGNED AND DATED, MUST BE RETURNED WITH YOUR BID.**

End of Addendum No. 01



City of Alameda, California

March 30, 2026

TO: PRE-QUALIFIED GENERAL CONTRACTORS

City of Alameda
Alameda Aquatic Center

Address: 800 Atlantic Avenue

PROJECT NUMBER P.W. 02-26-27

CIP#: C55400

Permit: N/A

ADDENDUM NO. 02

(Note: This is the second Addendum issued for the General Contractor services for the Alameda Aquatic Center project. It resides on City of Alameda's BPX Printing & Graphics bidding portal / website. See BPXpress, Central Avenue, Richmond, CA website; Online Planroom, "Find Jobs to Bid", City of Alameda; City of Alameda Aquatic Center, "View project details".)

Addendum No. 02 is issued in response to the City's decision to clarify specific drawings and details by the attached narrative, drawings, and specifications.

APPROVED: _____ Date: 03/30/2026
Scott Wickstrom, City Engineer

APPROVED: _____ Date: 03/30/2026
Justin Long, Alameda Recreation and Park Department, Director

Receipt is hereby acknowledged of Addendum No. 02, GENERAL CONTRACTOR SERVICES for the City of Alameda's Aquatic Center project, No. P.W. 02-26-27

Wickman Development and Construction Date: 4/21/2026
Company Name

By: _____
Jonathan Wickman - Chief Business Officer

NOTE: THIS ADDENDUM (minus any attachments and/or exhibits), SIGNED AND DATED, MUST BE RETURNED WITH YOUR BID.

End of Addendum No. 02



City of Alameda, California

April 3, 2026

TO: PRE-QUALIFIED GENERAL CONTRACTORS

City of Alameda
Alameda Aquatic Center

Address: 800 Atlantic Avenue

PROJECT NUMBER P.W. 02-26-27

CIP#: C55400

Permit: N/A

ADDENDUM NO. 03

(Note: This is the third Addendum issued for the General Contractor services for the Alameda Aquatic Center project. It resides on City of Alameda's BPX Printing & Graphics bidding portal / website. See BPXpress, Central Avenue, Richmond, CA website; Online Planroom, "Find Jobs to Bid", City of Alameda; City of Alameda Aquatic Center, "View project details".)

Addendum No. 03 is issued in response to select bidder's questions. See attached list of questions and responses.

APPROVED: _____ Date: 04/03/2026
Scott Wickstrom, City Engineer

APPROVED: _____ Date: 04/03/2026
Justin Long, Alameda Recreation and Park Department, Director

Receipt is hereby acknowledged of Addendum No. 03, GENERAL CONTRACTOR SERVICES for the City of Alameda's Aquatic Center project, No. P.W. 02-26-27

Wickman Development and Construction Date: 4/21/2026
Company Name

By: _____
Jonathan Wickman - Chief Business Officer

NOTE: THIS ADDENDUM (minus any attachments and/or exhibits), SIGNED AND DATED, MUST BE RETURNED WITH YOUR BID.

End of Addendum No. 03



City of Alameda, California

April 9, 2026

TO: PRE-QUALIFIED GENERAL CONTRACTORS

**City of Alameda
Alameda Aquatic Center**

Address: 800 Atlantic Avenue

PROJECT NUMBER P.W. 02-26-27

CIP#: C55400

Permit: N/A

ADDENDUM NO. 04

(Note: This is the fourth Addendum issued for the General Contractor services for the **Alameda Aquatic Center** project. It resides on City of Alameda's BPX Printing & Graphics bidding portal / website. See BPXpress, Central Avenue, Richmond, CA website; Online Planroom, "Find Jobs to Bid", City of Alameda; **City of Alameda Aquatic Center**, "View project details".)

Addendum No. 04 is issued in response to select bidder's questions. See attached list of questions and responses. In addition, please find attached the electronic files for the CPT data.

APPROVED: _____ Date: 04/09/2026
Scott Wickstrom, City Engineer

APPROVED: _____ Date: 04/09/2026
Justin Long, Alameda Recreation and Park Department, Director

Receipt is hereby acknowledged of **Addendum No. 04, GENERAL CONTRACTOR SERVICES** for the City of Alameda's **Aquatic Center** project, No. P.W. **02-26-27**

Wickman Development and Construction Date: 4/21/2026
Company Name

By: _____
Jonathan Wickman - Chief Business Officer

NOTE: THIS ADDENDUM (minus any attachments and/or exhibits), **SIGNED AND DATED, MUST BE RETURNED WITH YOUR BID.**

End of Addendum No. 04



City of Alameda, California

April 10, 2026

TO: PRE-QUALIFIED GENERAL CONTRACTORS

**City of Alameda
Alameda Aquatic Center**

Address: 800 Atlantic Avenue

PROJECT NUMBER P.W. 02-26-27

CIP#: C55400

Permit: N/A

ADDENDUM NO. 05

(Note: This is the fifth Addendum issued for the General Contractor services for the **Alameda Aquatic Center** project. It resides on City of Alameda's BPX Printing & Graphics bidding portal / website. See BPXpress, Central Avenue, Richmond, CA website; Online Planroom, "Find Jobs to Bid", City of Alameda; **City of Alameda Aquatic Center**, "View project details".)

Addendum No. 05 is issued in response to select bidder's questions. See attached list of questions and responses.

APPROVED: _____ Date: 04/10/2026
Scott Wickstrom, City Engineer

APPROVED: _____ Date: 04/10/2026
Justin Long, Alameda Recreation and Park Department, Director

Receipt is hereby acknowledged of **Addendum No. 05, GENERAL CONTRACTOR SERVICES** for the City of Alameda's Aquatic Center project, No. P.W. 02-26-27

Wickman Development and Construction Date: 4/21/2026
Company Name

By: _____
Jonathan Wickman - Chief Business Officer

NOTE: THIS ADDENDUM (minus any attachments and/or exhibits), **SIGNED AND DATED, MUST BE RETURNED WITH YOUR BID.**

End of Addendum No. 05



City of Alameda, California

April 15, 2026

TO: PRE-QUALIFIED GENERAL CONTRACTORS

City of Alameda
Alameda Aquatic Center

Address: 800 Atlantic Avenue

PROJECT NUMBER P.W. 02-26-27

CIP#: C55400

Permit: N/A

ADDENDUM NO. 06

(Note: This is the sixth Addendum issued for the General Contractor services for the Alameda Aquatic Center project. It resides on City of Alameda's BPX Printing & Graphics bidding portal / website. See BPXpress, Central Avenue, Richmond, CA website; Online Planroom, "Find Jobs to Bid", City of Alameda; City of Alameda Aquatic Center, "View project details".)

1. **Addendum No. 06** is issued in response to select bidder's questions. See attached list of questions and responses.
2. **Addendum No. 06** is issued due to a design change related to roof top mechanical equipment. See attached list of documents including narrative, updated plans, and updated specifications.
3. **Addendum No. 06** is issued to provide structural calculations for the pool loads that were requested but not previously included in Addendum No. 04.

APPROVED: _____ Date: 04/15/2026
Scott Wickstrom, City Engineer

APPROVED: _____ Date: 04/15/2026
Justin Long, Alameda Recreation and Park Department, Director

Receipt is hereby acknowledged of **Addendum No. 06, GENERAL CONTRACTOR SERVICES** for the City of Alameda's Aquatic Center project, No. P.W. 02-26-27

Wickman Development and Construction _____ Date: 4/21/2026
Company Name

By: _____
Jonathan Wickman - Chief Business Officer

NOTE: THIS ADDENDUM (minus any attachments and/or exhibits), **SIGNED AND DATED, MUST BE RETURNED WITH YOUR BID.**



City of Alameda, California
End of Addendum No. 06

Bid Solicitation for Aquatic Center
Total number of Addendums: 6 This is to certify that bids for this project were publicly opened on April 21, 2026, At 2:01 p.m. in the Public Works Department, 950 West Mall Square, Room 110, Alameda, California in the presence of:

- 1. Brenden Cristoleau of Public Works
- 2. Becka Merchant of Public Works

and that bids and bid security (if required) were received from:

BIDDER

BID SECURITY

① Wickman Development Construction AMOUNT OF BID \$ 28,628,000
5616 Mission St. \$ _____ Bid Bond \$ _____ Certified Check
San Francisco CA 94112 \$ _____ Cash \$ _____ Cashier's Check
 Is Bid Security 10% of Bid: yes no
 ADDENDUMS: 1 2 3 4 5 6 7
 (circle Addendums included in Bid Packet)

2. Winerton Builders AMOUNT OF BID \$ 29,990,000
10 Clay Street Suite 275 \$ _____ Bid Bond \$ _____ Certified Check
Oakland CA 94607 \$ _____ Cash \$ _____ Cashier's Check
 Is Bid Security 10% of Bid: yes no
 ADDENDUMS: 1 2 3 4 5 6 7
 (circle Addendums included in Bid Packet)

3. Lathrop construction associates AMOUNT OF BID \$ 28,679,700
4001 Berk Road \$ _____ Bid Bond \$ _____ Certified Check
Berkeley CA 94710 \$ _____ Cash \$ _____ Cashier's Check
 Is Bid Security 10% of Bid: yes no
 ADDENDUMS: 1 2 3 4 5 6 7
 (circle Addendums included in Bid Packet)

4. _____ AMOUNT OF BID \$ _____
 _____ \$ _____ Bid Bond \$ _____ Certified Check
 _____ \$ _____ Cash \$ _____ Cashier's Check
 Is Bid Security 10% of Bid: yes no
 ADDENDUMS: 1 2 3 4 5 6 7
 (circle Addendums included in Bid Packet)

Docusign Envelope ID: FA9FF844-4EB7-83C0-83CC-DC6FAA642FDD

Alameda Aquatic Center Bid Summary

4/21/2026

Bid Item	Wickman	Lathrop	Swinerton
Base Bid	\$ 28,628,000	\$ 28,697,700	\$ 29,990,000
Add Alt #1: Thickened Pool Slabs	\$ 426,000	\$ 465,700	\$ 1,515,760
Add Alt #2: Permanent Dewatering Wells	\$ 31,000	\$ 28,000	\$ 243,574
Add Alt #3: Timing System	\$ 47,000	\$ 43,600	\$ 109,927
Add Alt #4: Scoreboard Footings & Posts	\$ 189,000	\$ 123,500	\$ 96,993
Add Alt #5: Scoreboard & Timing System	\$ 594,000	\$ 313,800	\$ 386,772
Add Alt #6: ERRCS	\$ 132,000	\$ 120,000	\$ 117,388
Add Alt #7: AMP Video Display	\$ 37,000	\$ 29,000	\$ 237,760
Deduct Alt #1: Wind wall Structure	\$ (115,000)	\$ (39,700)	\$ (28,243)
Deduct Alt #2: 17 Parking Stalls	\$ (1)	\$ 7,600	\$ (12,818)
Deduct Alt #3: Remove One Lane from Activity Pool	\$ (38,000)	\$ (1,800)	\$ 15,811

LISTED SUBCONTRACTORS:

- | | | |
|---|---|---|
| AMERICAN GLASS, LIVERMORE, CA | BAY CITY MECHANICAL, RICHMOND, CA | AXIS MECHANICAL, SAN JOSE, CA |
| BAY AREA HVAC, MORGAN HILL, CA | BT MANCINI, SACRAMENTO, CA | BAILEY FENCE, HAYWARD, CA |
| BT MANCINI, SACRAMENTO, CA | CALIFORNIA CAISSONS AND SHORING, SAN JOSE, CA | BAY CITY PAVING AND GRADING, CONCORD, CA |
| CEAU, OAKLAND, CA | CREATIVE MASONRY, LIVERMORE, CA | CALIFORNIA CAISSONS AND SHORING, SAN JOSE, CA |
| DE ANZA TILE, FREMONT, CA | DURAN & VENABLES, MILPITAS, CA | CLEAR WATER SERVICES, RANCHO CORDOVA, CA |
| DETAIL IRONWORKS, SAN FRANCISCO, CA | DE ANZA TILE, FREMONT, CA | CREATIVE MASONRY, LIVERMORE, CA |
| DOMOR FIRE SYSTEM, MEADO VISTA, CA | KELLER-NORTH AMERICA, WALNUT CREEK, CA | C.W.I. STEEL, STOCKTON, CA |
| KELLER-NORTH AMERICA, WALNUT CREEK, CA | METAL SET, RICHMOND, CA | DE ANZA TILE, FREMONT, CA |
| MARINA LANDSCAPE, ORANGE, CA | MK PIPELINES, BRISBANE, CA | DE HARO RAMIREZ GROUP, SAN FRANCISCO, CA |
| MICHAEL VENOSTA PLUMBING, GILROY, CA | MARINA LANDSCAPE, ORANGE, CA | FRANK M BOOTH, MARYSVILLE, CA |
| NORTHBAY DRYWALL, COTATI, CA | NORTHBAY DRYWALL, COTATI, CA | INTERSTATE CONCRETE PUMPING, FRENCH CAMP, CA |
| O GRADY PAVING, MOUNTAIN VIEW, CA | NORTH AMERICAN FENCE & RAILINGS, OAKLAND, CA | K&S IRONWORKS, SACRAMENTO, CA |
| OPERATIVE MASONRY, LIVERMORE, CA | PACIFIC METRO ELECTRIC, STOCKTON, CA | MARINA LANDSCAPE, ORANGE, CA |
| PACIFIC METRO ELECTRIC, STOCKTON, CA | RH CONCRETE, SAN JOSE, CA | MAZ GLASS, OAKLAND, CA |
| PHOENIX ELECTRIC, SAN FRANCISCO, CA | SOLANO COUNTY ROOFING, FAIRFIELD, CA | MENARD USA, PLACERVILLE, CA |
| RK ROOFING & CONSTRUCTION, SAN LEANDRO, CA | US GLASS & ALUMINUM, PITTSBURG, CA | MICHAEL VENOSTA PLUMBING & MECHANICAL, GILROY, CA |
| RMC, SAN FRANCISCO, CA | VIKING DRILLERS, GRANITE BAY, CA | REI BUILD UP CONSTRUCTION, OAKLAND, CA |
| VIKING DRILLERS, GRANITE BAY, CA | WESTERN WATER FEATURES, EL DORADO HILLS, CA | RK ROOFING & CONSTRUCTION, SAN LEANDRO, CA |
| VINTAGE CONTRACTORS, SAN FRANCISCO, CA | | VIKING DRILLERS, GRANITE BAY, CA |
| WESTERN WATER FEATURES, EL DORADO HILLS, CA | | WATERWORKS INDUSTRIES, WINDSOR, CA |
| | | W BRADLEY ELECTRIC, NOVATO, CA |