

PROPOSAL FORM

PROPOSAL TO THE CITY OF SOUTH SAN FRANCISCO

FOR THE

**SOUTH SAN FRANCISCO ORANGE MEMORIAL PARK AQUATIC CENTER(OMPAC) PROJECT
BID No. 2687**

Name of Bidder: Wickman Development and Construction

The representations herein are made under penalty of perjury.

To: The City of South San Francisco
 Director Capital Projects – City Manager’s Office
 City Hall, 400 Grand Avenue
 South San Francisco, California 94080

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Bid Documents approved by the City Engineer, entitled “South San Francisco Orange Memorial Park Aquatic Center (OMPAC)” on file in the office of the City Engineer, City Hall , 400 Grand Avenue, South San Francisco, California 94080, that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the City Engineer, City Hall,400 Grand Avenue, South San Francisco, California 94080, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of South San Francisco, in the form of the copy of the contract on file in the office of the City Engineer, City Hall, 400 Grand Avenue, South San Francisco, California 94080, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, to furnish the contract, bonds and insurance specified in the Bid Documents, and to do all other things required of the Contractor by the contract.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are

corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such corporation, the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business as (insert fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

BASE BID AMOUNT

A. **Base Bid**

Lump sum price for the furnishing of all labor, materials, tools, services, equipment, subcontractors, suppliers, shipment, delivery, fringe benefits, taxes, insurance, overhead and profit and any other costs or expenses necessary to perform all of the work according to the Contract Documents:

(Written) Thirty Four Million Seven Hundred Fifty Thousand Dollars

\$ 34,750,000

B. **Allowances**

1. \$20,000 - Funds to abate plaster and tile in pool prior to demolition.
2. \$20,000 - Funds to protect / crate and relocate Eternal Flame Statuary and return the statue to its new location once repairs have been completed.

Grand Total Bid Price (A + B = Grand Total Bid Price)

(Written) Thirty Four Million Seven Hundred Ninety Thousand Dollars

\$ 34,790,000

C. **Unit Pricing – Not Used**

D. The undersigned bidder acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

- Number: 1 , dated: 01/16/2024
- Number: 2 , dated: 01/19/2024
- Number: 3 , dated: 01/24/2024
- Number: , dated:
- Number: , dated:
- Number: , dated:

If any addendum issued by the City is not noted above by the bidder, this bid proposal may be rejected.

AWARD OF CONTRACT

A. **Basis for Award:** The lowest bid shall be determined on the basis of the **Grand Total Base Bid Price** without consideration of additive or deductive alternates, if any.

1. The award of the contract, if awarded, will be to the lowest responsible bidder. The award, if made, is expected to be made within one-hundred twenty (120) calendar days after the opening of bids or within such later time as is mutually acceptable to City and lowest responsible bidder.
2. The Owner-Contractor Agreement shall be signed by the successful bidder and returned, together with the contract bonds and insurance, within ten (10) calendar days, not including legal holidays, after the bidder has received notice by certified mail with return receipt requested, or by hand delivery that the contract has been awarded. Any delay caused by the successful bidder in the delivery of the Owner-Contractor Agreement executed by the Contractor, bonds and insurance within ten (10) calendar days shall not be cause for extension of the Completion Date.
3. Successful bidder shall file at least the minimum insurance requirements as outlined in Article 11 of the General Conditions.
4. If the successful bidder refuses or fails to execute the Owner-Contractor Agreement and provide the required bonds, insurance policies, and certificates, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract and provide the required bonds and insurance policies and certificates, such bidder's bid security shall be forfeited to the City and the City may award the contract to the third lowest responsible bidder. On failure or refusal of the third lowest responsible bidder to whom any such contract is so awarded, to execute the same and provide the required bonds and insurance policies and certificates, such bidder's bid security shall be likewise forfeited to the City. The

City may at any time re-advertise for bids or may provide that the work shall be done by the City's employees to the extent that such may be authorized by law.

5. If the successful bidder fails to execute the contract or fails to provide satisfactory evidence of compliance with Article 6 of the Instructions to Bidders within the time specified in the Invitation For Bids or in the specifications referred to therein, the amount of the security may be declared forfeited to the City and all bonds so forfeited may be prosecuted.
- B. It is understood that the City reserves the right to reject this bid but that it shall remain open and not be withdrawn for a period of one-hundred twenty (120) calendar days from the date prescribed for its opening.
 - C. If written acceptance is mailed or delivered to the undersigned before bid is withdrawn by written notification to City, undersigned will execute and deliver a contract to City in accordance with this bid as accepted.

TIME OF COMPLETION

- A. The Contractor shall complete all work under the Contract Documents within the calendar days stipulated within the agreement and after the effective date of the Notice to Proceed ("Scheduled Completion Date").
- B. Contractor shall begin Work in accordance with the Notice to Proceed, and shall diligently prosecute the Contract to completion within the time limits specified.
- C. Should Contractor begin work in advance of receiving notice that Contract has been approved by the City, any work performed by Contractor in advance of date of approval shall be considered as having been done by Contractor at Contractor's own risk.

IDENTIFICATION

- A. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
- B. The names of all persons interested in the foregoing bid as principals are:
President Aidan Fahy
Secretary Jonathan Wickman
Wickman Development and Construction is a Corporation incorporated in the state of California

Important Notice: If a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if an individual, give first and last names in full.

C. Contractor's License: Contractor is licensed in accordance with an act for registration of contractors with the following Contractor's License number issued by the California Contractor's State License Board:

Class A&B License No. 970768

Expiration Date 08/31/2024

D. Asbestos Certification and Registration

E. Signature of person(s) with legal authority to sign contracts:



Jonathan Wickman

F. Business Address:

550 W. Grand Ave.
Oakland, CA. 94612

SUPPLEMENTS TO PROPOSAL FORM

In addition to all information required in the Instructions to Bidders, accompanying this Proposal Form are the following documents completely filled in by the bidder and hereby made a part hereof:

- A. Bidder's Bond or other Bid security (Section 00400).
- B. List of Subcontractors (Section 00420) - A list of subcontractors for work over one half of one percent, if any, and the description of work to be done by each subcontractor.
- C. Affidavit of Financial Statement and Noncollusion (Section 00430).

In addition, Bidder has received the following, to be completed and returned with Contract following award:

- A. Contractor's Payment Bond (Section 00510)
- B. Contractor's Performance Bond (Section 00511)
- C. Guaranty Bond (Section 00512)

If this bid proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Performance Bond and the Contractor's Labor and Material Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the City of South San Francisco.

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor 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. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

The City may, at its option, request additional supplemental information after bid opening.

Bidder understands that the City of South San Francisco reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of the City's Municipal Code.

The undersigned declares under penalty of perjury that the information contained in this bid and all accompanying documents are true and correct.

Executed on 01/30/2024

Wickman Development and Construction

Legal Company Name
Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: Jonathan Wickman

Title: Chief Business Officer

Expiration Date: 12/31/2024

City Business License No.: 112979

Classification: A & B

Expiration Date: 08/31/2024

Federal I.D. No.: 80-0799466

Address: 550 W. Grand Ave.
Oakland, CA. 94612

Telephone: 415.239.4500

State Contractor Lic. No.: 970768

