



Hayward Area Recreation and Park District

ADDENDUM No. 1

Issued 3/31/26

Bidwell Park & Community Center Renovation (Contract No. 2-113.01)

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Bidwell Park and Community Center Renovation project.

Additions are indicated with *italics and underline*. Deletions are indicated with ~~strikethrough~~.

Note:

1. Replace document 13 30 00 "Prefabricated Trash Enclosure" with Attachment A1.1. Section J.1. has been revised as follows:

J. Bid Standard for the Prefabricated Building

1. The ~~City of~~ Hayward Area Recreation & Park District understands that there are several firms who design and build various types of public building in varying quality and architectural styles, using similar or different construction methods and materials. For the purpose of this bid, the owner has selected: Public Restroom Company "or equal"
2. Replace document 00 41 13 "Bid Form" with Attachment A1.2. Edits include:
 - a. Bid Item No. 1 added for: General Conditions
 - b. Bid Item No. 23 added for: Other Items
 - c. All other Bid Items renumbered accordingly

TO GENERAL CONTRACTORS: **THIS ADDENDUM MUST ACCOMPANY THE BID PROPOSAL.**

Name of Firm: _____

Representative: _____

Date: _____

ATTACHMENT 1.1

SECTION 13 30 00

PREFABRICATED TRASH ENCLOSURE

- A. General, Specifications and Clarification of Prefabricated Building and Site Installation
1. The installation of the product on site is general construction, which must be coordinated between the general contractor and the subcontractor. Specifications for the building foundation/pad shall be provided herein by the specified design/build subcontractor. Due to the responsibility of the specified building subcontractor for architecture, engineering and a five-year warranty, the site pad/foundation must meet the subcontractor's design so the pad and building can be considered from a single source for warranty purposes. The subcontractor must accept the pad and compactions tests before they take responsibility for the entire system under their warranty.
- B. Architectural Design/Engineering and Insurance Responsibility
1. While the Hayward Area Recreation & Park District has provided bid specifications and a design for the building, the building design/build subcontractor remains legally responsible for architecture, engineering, and all applicable building, safety, health, fire, and accessibility code compliance. Since they hold professional design responsibility to the owner, the building subcontractor must furnish certification that they provide product liability insurance in the amounts required by the general specifications to cover property damage and personal injury. Final drawings shall be stamped by a California engineer and California Department of Housing and Community Development, suitable for local permitting.
- C. Errors and Omissions Insurance
1. The building design/build subcontractor must also provide an additional Professional Architectural and Engineering Errors and Omissions insurance, in the minimum amount of \$2,000,000, to cover claims against the owner or the general contractor for State and Federal ADA handicapped accessibility and other design/engineering code issues. This Errors and Omission Policy must remain in effect for 5 years from the completion and owner acceptance of the project. Product liability insurance (since it does not cover professional design responsibility only) will be insufficient for this bid and will be cause for rejection of the bidder.
- D. Insurance for the Building offsite, while in transit, and/or on site until turn over and final owner acceptance
1. The subcontractor may request invoicing for a percentage of building completion in-plant, monthly. Under Uniform Commercial Code law, this means that the subcontractor is turning over responsibility for the portion invoiced to the owner yet the building will not be on the owner's property and may not be covered by the owners insurance. Therefore, the building subcontractor must provide a separate insurance policy insuring the owner and general contractor as additionally insured for liability, damage and/or vandalism to the building while in the manufacturing facility, while in transit, and/or while in storage at a certified bonded storage facility or at the final project site for up to \$200,000 for each prefabricated building module, until the building is final accepted by owner.
- E. General Contractor Coordination with Design/Build Subcontractor

1. The specified prefabricated public building requires coordination between the General Contractor (who prepares the site subgrade and delivery access for the prefabricated building) and the prefabricated building subcontractor (who completes the architectural design, engineering, off-site building construction, delivery and installation on site.) The specified prefabricated building specifications include unique components/systems which are custom to the building subcontractor. Since the subcontractor is responsible for design, additional insurance requirements for errors and omissions is required.
- F. General Contractor, General Scope of Work
1. The general contractor for this project is responsible for the site survey and staking the building locations, finished slab survey elevations and marking on site, construction and compaction of the required building pads; access to the site for a large crane and tractor trailers delivering the prefabricated building; providing water, sewer, and power at a point of connection (POC) within 6 feet of the building and at the depth required by the building subcontractor and local code; and the installation of any sidewalks outside the building footprint.
 2. The general contractor is responsible for verification to the building subcontractor design/build firm that there are no unanticipated site delivery issues such as overhead wires, trees, tree roots, or existing grade changes and that prevent a clear path of travel between a roadway and the final site exists for a tractor trailer and crane to expedite delivery. The design/build subcontractor requires that the general contractor certify that the required delivery crane must be able to set the building modules within 35' distance from the center of the building to the center of the crane hoist.
- G. Prefabricated Building, General Scope of Work:
1. The prefabricated building specialist will provide to the general contractor final building design architectural drawings and engineering calculations under the responsibility of a California licensed structural engineer, in compliance with all local, state and federal codes. The design/build subcontractor shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey, on a general contractor prepared pad per the drawings included in this bid.
- H. Licensing:
1. The subcontractor must comply with all the State of California; Department of Housing and Community Development, prefabricated "Commercial Modular Requirements" as follows:
 1. The building manufacturer must be licensed by the State of California, Department of Housing and Community Development as a manufacturer.
 2. The selling dealer (if applicable) must be a California licensed dealer and present their license for verification with the bid.
 3. The licensed dealer must also possess a State of California Contractors License Board Class B License and present their license for verification with the bid.
- J. Bid Standard for the Prefabricated Building
1. The City of Hayward Area Recreation & Park District understands that there are several firms who design and build various types of public building in varying quality and

architectural styles, using similar or different construction methods and materials. For the purpose of this bid, the owner has selected: Public Restroom Company “or equal”

Public Restroom Company, 2587 Business Parkway, Minden, NV 89423 and specifies herein that this firm is the standard for architectural design (safety, green design, code compliance, and site specific compatibility.) PRC is also the standard of building performance and quality for the 50-year building design-life with low-maintenance based upon the longevity of the materials selected. Other firms quoting “or equal” whose criteria and standards do not comply will be rejected.

Contact: Steven Myler, Regional Sales Manager
Phone: 888-888-2060 ext. 103
Fax: 888-888-1448
Email: stevem@publicrestroomcompany.com
Web: www.publicrestroomcompany.com

2. Pre-cast structures are not acceptable
 - a. “Or Equal Design/Build Subcontractors”
 3. The Hayward Area Recreation & Park District may also allow other firms to become qualified to bid, but any firms so authorized to bid must fully comply with these bid specifications and plans, or be subject to post bid rejection.
 - a. Or Equal applicant shall provide scaled floor plans and elevations, to show general architectural design criteria is met.
 - b. Or Equal applicant shall provide a written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications will be cause for rejection.
 - c. Or Equal applicant shall provide a manufacturer’s certification of concrete test compliance from a national independent testing laboratory. The written report must state the concrete compressive strength and absorption resistance per ASTM standard #C39 and #C642, respectively.
 - d. Or Equal applicant must provide a list of every building they designed and built over the last 3 years utilizing the same building materials/systems design criteria as published in this bid. Provide date of building bid, date of completion, and most knowledgeable owner contact.
 - e. Or equal applicant shall provide certification of the special insurance required in this bid.
 - f. Or Equal applicant shall be responsible for and bear all cost for architecture, plan checks, design and structural engineering and all fees in obtaining approvals and permits from applicable agencies.
 4. The Hayward Area Recreation & Park District or their consultant will be solely responsible for the decision to accept or reject the “or equal” submission.
- K. Certificate of Off-site Inspection and Construction Compliance, Provision for Maintenance Manuals, and Warranty

1. The off-site building construction requires that a licensed third-party inspection firm provide the owner and the local building official with certification and compliance for the building with the approved plans and specifications. A certificate of compliance shall be issued by this inspector to the local building official to provide certification that the building meet and or exceed the approved plans and applicable codes.
2. At the project conclusion, the building subcontractor shall furnish two sets of complete maintenance manuals including a trouble shooting guide, location of manufacturers of key components for replacement parts together with final as-built plans, and a 5-year component/20-year structural warranty to the owner or general contractor.

L. Site Scope of Work by General Contractor

The general contractor shall prepare the building subgrade to receive the prefabricated building in accordance with the bid subgrade preparation drawings or foundation plan.

1. The building subgrade/footings shall be constructed per the bid drawings
2. The General Contractor shall provide water point of service at 30" below finished building slabs; sewer at 24" below the finished building slabs; and electrical at 36" below the finished building slabs or other per bid plans.
3. General Contractor shall coordinate with subcontractor to provide full site delivery access for a 70' tractor-trailer and hydro crane to the final building sites.
4. If the final site access is over existing sidewalks, utilities, or landscaping, the General Contractor shall be responsible for planting and or tree trimming, utility line removal, or other to protect any existing conditions.
5. The hydro crane must be able to locate no greater than 35' from the center point of the building to the center point of the crane.
6. The utilities shall be furnished per bid site plans at specified points of connection (POC) nominally 6' from the building lines.
7. General contractor shall furnish and install final grading, landscaping and sidewalks.

M. Connection to Utilities

1. The subcontractor will stub-out: Electrical, Water, and Sewer at the proper POINT OF CONNECTION AND AT THE PROPER ELEVATION BELOW GRADE, for this project. Trash Enclosure subcontractor shall provide final hook up of the water from building to POC; sewer hookup to POC; and electrical sleeve from building panel to POC only. Final utility connections shall be by General Contractor or others. General contractor shall flush the water lines thoroughly before making final water connection to the building. Thoroughly flushing the water lines for AT LEAST 30 MINUTES is critical to ensure that the new code required low-flow fixtures and flush valves that are extremely sensitive to particulate matter in the water will not malfunction.

N. Concrete Slab, Required Independent Testing Laboratory Certification:

1. The prefabricated building slabs special concrete technology claims to be water and urine resistant for life due to special additive technology. The building subcontractor must furnish a test certification of compliance from a national independent testing laboratory to support

the claim for absorption resistance. The written report must state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C642 and #C39 respectively. Since this non-absorbency capability is so significant, the design/build subcontractor must provide a general certification of compliance.

O. Prefabricated Building:

1. The Hayward Area Recreation & Park District has evaluated several prefabricated building suppliers. This bid requires such building be used in lieu of site-built traditional construction because of the unique built-in advantages guaranteed by the design/build firm. This technology includes many new innovations such as non-absorbent concrete; anti-microbial components to reduce health risks; built in vandal resistance design; lowered maintenance and long term warranties that reduce owner risk for failure. The specifications below are written around this new technology.

P. Mat Engineered Concrete Building Slab/Foundation:

1. The mat engineered 8" thick slab/foundation shall be engineered and constructed to withstand the transportation weight of the building without cracking and to resist absorption from any liquids deposited on the surface. The concrete slab shall be constructed inside a steel angle curb, reinforced with dual mats (tension and compression,) and poured with a custom concrete formula with special admixtures to create a finished slab that is water proof for life.
2. Perimeter Steel Curb: 5/16" 50,000 kip steel 6" X 6" welded continuous angle.
3. Rebar Steel Mat: Two layers of 40,000 tensile steel rebar in varying sizes per engineers requirements, including a perimeter structural continuous grade beam design inside the exterior steel angle and at any other location deemed by the engineer of record as required for the use intended. In coastal locations or when required for corrosion resistance rebar shall be epoxy coated or fiberglass to resist permanent corrosion. Rebar mats shall be wire tied to code with a minimum of three turns of the wire and overlaps shall be minimum of 15 diameters for any connection.
4. All slab openings shall be surrounded with two layers of steel collars as required by the engineer of record to stop corner cracking and to reinforce the openings for lifting.
5. 1" thick by 3" minimum length threaded nuts shall be welded to the steel perimeter frame with continuous ¼" fillet welds. Nuts shall be welded to common steel plates per the engineer of records design and attached to the interior steel rebar structural mats.
6. The engineer of record shall provide lifting locations with sufficient reinforcement to allow the safe lifting of the entire designed weight of the structure with dual 1" steel bolts and washers at each lifting location. The number of lifting locations with each location fitted with removable ¾" 8" X 8" 50,000 tensile strength steel angles shall be determined by the engineer of record.
7. The slab shall be poured over a 1" thick steel plate table. The concrete mix design shall not exceed a 3" slump and shall be stinger vibrated for maximum consolidation. All floors shall slope to any floor drains within each room and if no floor drain is present the floor should not slope. The surface shall be a very light broom that should meet a coefficient of friction on the surface of .06. Birdbaths shall be cause for rejection.

8. The steel perimeter angle will remain below the concrete surface by nominal two inches to prevent corrosion. After the site concrete sidewalks are poured, the joint shall be full flow sealed with self-leveling grey urethane caulk to prevent penetration of water into the joint.
9. The building shall be designed for future relocation and shall provide protection for the lifting openings in the mat slab so that the threaded openings will be available for future use if needed.
10. The building system shall be designed for placement on a general contractor site prepared class 2 building subgrade/and or footings as required by code, per the bid drawings, suitable for 1500 pounds soil bearing capacity minimum. Any soils survey (if necessary) shall be by owner or engineer of record.

Q. Exterior & Interior Masonry Block Walls

1. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block for structural integrity. All CMU shall be custom-fabricated with an enlarged interior hole for placement of the grout and vertical rebar. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. The exterior walls shall be 8" thickness per State of California codes or engineering for wind and seismic. A structural steel tubular .188 wall cap beam shall be welded to 5/16" 40,000 kip steel plate embeds, at intervals per the engineer of record, within the masonry wall. Cap beam shall be ZRC primed and painted, color to be selected by owner.
2. The 8" mat engineered concrete slab shall be cured a minimum of 7 days. Holes for vertical dowels shall be drilled into the mat engineered slab avoiding any grade beams or other structural reinforcement. Once the holes are drilled, blow out the remaining material and using two part structural epoxy, wet set the #3 or #4 vertical rebar (as specified on the engineering calculations into holes drilled to the depth per the engineer of record requirements). Each rebar shall be held vertical to allow equal epoxy support to each dowel during the drying period. Engineering calculations require that rebar shall be installed in each concrete block center void or every block hole. The engineered uplift on each rebar shall be sufficient to restrain any load imposed on the masonry block wall for vertical rebar pull out from the concrete mat engineered slab.

R. Roof System

1. The roof structure shall be 24 gauge steel, 7/8 standing seam metal, over a structural steel tubular cross frame, over steel tubular truss frames. The front, mid and rear steel tubular trusses shall be welded to steel plate imbeds in the top of the masonry walls. Walls shall be painted in a color selected by owner.
2. The roof design shall exceed compliance with local code at 20 PSF live load and wind load "C".
3. The ventilation screens (described in a following section) shall be attached to the gable truss frames and vandal resistant. Roof color shall be determined by owner and selected from the color chart by building supplier.

S. Interior Wall Finish:

1. Interior precision CMU block masonry walls shall be smoothed to a pebble grain finish with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids industrial grade enamel. Color to be selected by owner.
- T. Exterior Wall Finish, Masonry and Gable
1. The building exterior finish shall be splitface precision 8" x 16" CMU to wall height per the exterior elevations in the bid plans. Color selected by Owner.
- U. Passive Ventilation System
1. Shall be woven ¼" X 1" X 1", 316T, stainless steel wire mesh set in welded stainless steel angles attached to the masonry wall with vandal resistant stainless steel screws, per plans.
- V. Doors and Gates
1. Gates: Trash Enclosure Gates shall be custom fabricated steel per plans, hung on heavy duty weld on steel hinges. Shall include custom fabricated slide lock to secure gates together as well as include at least 1 floor engaging lock.
- W. Specialties: None.
- X. Plumbing:
1. Building shall be fully compliant with current with the following codes:
 - a. All applicable State of California Building Codes. Latest edition applicable.
 - b. California Plumbing Code. Latest edition applicable.
 2. GENERAL: All components and fabrications shall be designed to reduce life cycle maintenance, be compatible with current maintenance spare parts, and shall be listed in a spare parts/maintenance manual (two copies) delivered in utility chase of building.
- Y. Electrical: None.
- Z. Shipping Protection
1. The building, while traveling over roads to the destination may encounter inclement weather or road grime that could require substantial cleaning when it arrives on site. The building shall be shrink-wrapped before transportation and sufficiently strong to arrive at the owner site intact for exterior finish protection. Materials removed on site shall be disposed of and recycled by building install staff.
- AA. Certifications
1. Building shall be certified in compliance with the plan approval by the State of California, Department of Housing and Community Development. The building shall be delivered with an applied insignia; in compliance with all State regulations. The local building authority shall provide site inspections for the underground mechanical piping and final connections, footings, and access issues outside the footprint. Building subcontractor shall also furnish 5-year component/20-year structural warranty and maintenance manuals for the building and components.

END OF SECTION

ATTACHMENT 1.2

DOCUMENT 00 41 13

BID FORM

To: Governing Board of **Hayward Area Recreation and Park District** (“District”)

From: _____
 (Proper Name of Bidder)

1. **Total Bid.** The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Supplementary Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications for the following project:

BIDWELL PARK & COMMUNITY CENTER RENOVATION (“Project” or “Contract”)

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<u>Bid Item No. 1: General Conditions (Div. 0)</u>	\$	
<u>Bid Item No. 2: General Requirements (Div. 1)</u>	\$	
Bonding, Mobilization, Closeout & GC’s	\$	
Site Security and Temporary Facilities	\$	
Storm Water Pollution Prevention	\$	
Commissioning	\$	
All Other Div. 1 Items	\$	
<u>Bid Item No. 3: Existing Conditions (Div. 2)</u>	\$	
Abatement	\$	
Selective Demolition	\$	
Storm Water Pollution Prevention	\$	
Surveying	\$	
All Other Div. 2 Items	\$	
<u>Bid Item No. 4: Concrete (Div. 3)</u>	\$	
<u>Bid Item No. 5: Metals (Div. 5)</u>	\$	
Structural Steel	\$	
All Other Div. 4 Items	\$	
<u>Bid Item No. 6: Wood, Plastics & Composites (Div. 6)</u>	\$	
<u>Bid Item No. 7: Thermal & Moisture Protection (Div. 7)</u>	\$	
Roofing	\$	
Sheetmetal Flashing & Trim	\$	
All Other Div. 7 Items	\$	
<u>Bid Item No. 8: Openings (Div. 8)</u>	\$	
Overhead Coiling Doors	\$	
Hollow Metal Doors & Frames	\$	
Storefronts & Glazing	\$	
Door Hardware	\$	
All other Div. 8 Items	\$	

Bid Item No. 9: Finishes (Div. 9)	\$	
Tile	\$	
Acoustic Ceilings	\$	
Flooring	\$	
Painting	\$	
Drywall	\$	
Cement Plasting	\$	
All Other Div. 9 Items	\$	
Bid Items No. 10: Specialties (Div. 10)	\$	
Bid Item No. 11: Equipment (Div. 11)	\$	
Food Service Equipment	\$	
Playground Equipment	\$	
All Other Div. 11 Items	\$	
Bid Items No. 12: Furnishings (Div. 12)	\$	
Casework	\$	
Window Treatments	\$	
Site Furnishings	\$	
All Other Div. 12 Items	\$	
Bid Item No. 13: Special Construction (Div. 13)	\$	
Prefabricated Trash Enclosure	\$	
All Other Div. 13 Items	\$	
Bid Item No 14: Fire Suppression (Div. 21)	\$	
Bid Item No 15: Plumbing (Div. 22)	\$	
Bid Item No 16: HVAC (Div. 23)	\$	
Bid Item No. 17: Electrical (Div. 26)	\$	
Bid Item No. 18: Communications (Div. 27)	\$	
Bid Item No 19: Electronic Safety & Security (Div. 28)	\$	
Bid Item No 20: Earthwork (Div. 31)	\$	
Sitework & Grading	\$	
All Other Div. 31 Items	\$	
Bid Item No. 21: Exterior Improvements (Div. 32)	\$	
Irrigation	\$	
Planting		
Sport Court Surfacing	\$	
All Other Div. 32 Items	\$	
Bid Item No. 22: Utilities (Div. 33)	\$	
<u>Bid Item No. 23: Other Items Not Listed Above</u>	\$	
Dollars	\$	
TOTAL BASE BID (comprehensively includes all Work described in the construction documents without exclusion)		
NOTE: IF THERE ARE ALLOWANCES IDENTIFIED IN THIS BID FORM, DO <u>NOT</u> INCLUDE ANY ALLOWANCE(S) AMOUNTS IN THESE BID AMOUNTS.		

2. **Additive/Deductive Alternates:**

Alternate #1 – Shade Canopy

_____ Dollars	\$ _____
ADDITIVE: Labor, materials, and equipment to furnish and install a shade canopy on the exterior of the Tot Room.	

Alternate #2 – Solar-Powered Path Lights

_____ Dollars	\$ _____
ADDITIVE: Labor, materials, and equipment to add solar-powered path lights (Fixture SA1 and SA2) at south field pathways. See Electrical Drawings.	

Alternate #3 – Play Equipment Alternate

_____ Dollars	\$ _____
ADDITIVE: Labor, materials, and equipment to install alternate play equipment (see L05.18) in lieu of the base bid play equipment (see L05.17).	

Alternate #4 – Acoustifence Panels

_____ Dollars	\$ _____
ADDITIVE: Labor, materials, and equipment to add Acoustifence panels to playing side of fence at pickleball courts. See L03.00 – Fence and Signage Legend.	

Alternate #5 – Playground Striping

_____ Dollars	\$ _____
ADDITIVE: Labor, materials, and equipment to add playground striping. See L05.34 – Details – Play Striping.	

Alternate #6 – Wood Header in Lieu of Natural Edging

_____ Dollars	\$ _____
ADDITIVE: Labor, materials, and equipment to install 3,188 LF of wood header (Detail 3, Sheet L05.02) in lieu of natural edging (“Section at Natural Edge” in Detail 2, Sheet L05.02).	

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

3. **Unit Price(s).** The Bidder’s Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

Provide labor, materials, and equipment to remove contaminated soil and dispose at a Class 1 hazardous waste landfill. \$ _____ per cubic yard

Provide labor, materials, and equipment to import place and compact engineered fill per Document 31 20 00 “Earth Moving”. \$ _____ per cubic yard

Provide labor, materials, and equipment to repair plaster surfaces per Document 09 24 00 “Cement Plastering”. \$ _____ per square foot

4. **Allowance(s).** The Bidder’s Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder’s Contract, at the District’s discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Allowance for labor, materials, and equipment to remediate concrete floor slabs due to unsatisfactory moisture or alkalinity conditions (refer to Section 09 05 61 “Common Work Results for Flooring Preparation”, Part 1.1, A.3)”	<u>\$30,000.00</u>
Allowance for labor, materials, and equipment to repair the existing irrigation system on Force Account basis.	<u>\$15,000.00</u>

5. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
6. **Requests for Clarification.** The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Project Manager before bid date to verify the issuance of any clarifying Addenda.
7. **Contract Time.** The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
8. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:

- The liquidated damages clause of the General Conditions and Agreement.

- The “Changes in the Work” provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
- The “Claims” provisions in the General Conditions that delineate the required process to submit and process disputes and claims.

9. **Bid Open for 90 Days.** It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

10. **Attachments.** The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- The Noncollusion Declaration
- Iran Contracting Act Certification

11. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

12. **Bidder's License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

13. **Labor Harmony.** The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

14. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

15. **SWPPP QSP and QSD.** Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall have a third-party qualified SWPPP Practitioner (“QSP”) and a third-party SWPPP Designer (“QSD”) perform the Work of the Project as required by the current California State Water Board’s Construction General Permit.

16. **General Acknowledgement.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further

acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

17. False Claims Act. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Signature _____
(Wet or certified electronic signatures only; typed names are not accepted.)

Signed by (Print Name) _____

Title of Person Signing _____

Name of Bidder _____

Type of Organization _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Bidder's DIR Registration No.: No.: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Hayward Area Recreation and Park District
Bid Set – 03/27/26
Bid # 26-101

BIDWELL PARK & COMMUNITY CENTER RENOVATION
Project # 2-113-01/CAP18006

Treasurer: _____

Manager: _____

END OF DOCUMENT