

City of Merced Statement of Services Contract

Dept. Head Sig.: Due Date:	
Return to:	

Name of City Contact	Phone Ext	
Description of Services to Be Provided:	Official Use Only	
Check Box If Applicable to Project:		
License (1)* Type	Business License (2)* Bonds (6)*	
Insurance (14)*	Workers' Compensation (15)* Prevailing Wages (16)*	
*Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto. Consultant: Proposal/Quote		
	noposal/ Quote	
3		
Total Amount \$		
By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.		
The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.		
Print Name		
The Name		
	Name and Address of Business Entity	
Signature	Date:	
	Phone No.:	
Position and Title	License No.:	
	DIR Registration No.:	
Accepted by City of Merced	Official Use Only	
	Date PO #	
City Manager or Designee		

TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS

THESE TERMS AND CONDITIONS, ("Terms and Conditions") are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, ("City") and the Vendor, Consultant, or Person, ("Consultant") shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the "Agreement." Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City's acceptance of any work or services is not an acceptance of Consultant's conflicting terms and conditions should such exist.

1. <u>CONSULTANT QUALIFICATIONS AND STANDARD OF</u>
<u>WORK</u>. Consultant warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications.

Consultant shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Consultant by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Consultant shall possess a valid ______ Special California Consultant's license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

- 2. <u>CITY BUSINESS LICENSE (Applies only if marked on the Statement of Services Form)</u>. Consultant agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.
- 3. <u>CONSULTANT'S SERVICES</u>. Consultant shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City's Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Consultant is

responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Consultant. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Consultant by the City.

Such work shall include the following:

- a. The Consultant shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Consultant, and in compliance with all other applicable laws and regulations.
- b. The Consultant shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Consultant shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.
- 4. <u>SCHEDULE OF PERFORMANCE AND BUDGET</u>. The Consultant shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Consultant and the City. The Consultant shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Consultant shall immediately inform the City of any problems, obstructions, or deviations of which the Consultant becomes aware affecting Consultant's ability to complete the project in a timely, efficient, and competent manner.

5. <u>RISK OF LOSS PRIOR TO FINAL ACCEPTANCE</u>. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Consultant regardless of the cause. Consultant shall repair or replace such damages or destroyed work to its prior undamaged condition before being

entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Consultant from completion of work.

6. <u>BONDS</u> – (Applies only if marked on the Statement of Services Form).

- a. Consultant shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.
- b. All Bonds shall be furnished by the Consultant at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.
- 7. <u>INDEPENDENT CONSULTANT</u>. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. <u>COMPENSATION</u>. Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed.

- 9. <u>TERMINATION FOR CONVENIENCE OF CITY</u>. The City may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Consultant that the Agreement is terminated. Alternatively, City may send said notice by facsimile with confirming notice provided via U.S. Mail. Said Agreement shall be deemed terminated as of Consultant's receipt of said notice, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 10. <u>ASSIGNABILITY OF AGREEMENT</u>. The Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under the Agreement will be permitted only with the express written consent of the City.
- 11. <u>RECORDS</u>. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by the Agreement shall be the property of the City, and Consultant shall deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those set forth hereinabove, prepared pursuant to the Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 12. <u>INDEMNITY</u>. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set

forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. COMMUNICABLE DISEASE WAIVER AND RELEASE.

Consultant waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the course of the performance of the work covered in the agreement. Consultant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the performance of the work covered in the agreement, except where caused by the sole negligence or willful misconduct of the City.

14. <u>INSURANCE – (Applies only if marked on the Statement of Services Form)</u>. During the term of the Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

- a. General Liability.
 - (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
 - (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
 - (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

b. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- c. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.
- d. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).
- e. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.
- 15. WORKERS COMPENSATION INSURANCE (Applies Only If Marked On The Statement Of Services Form). Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

16. <u>PREVAILING WAGES – (Applies only if marked on the Statement of Services Form)</u>.

- a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18th Street, Merced, California 95340. Consultant and subcontractors will not pay less then the prevailing rates of wages. Consultant will post one copy of the prevailing rates of wages at the job site.
- b. Consultant shall forfeit as penalty to City the sum of Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less then the prevailing rates under the Agreement.

17. TRAVEL AND SUBSISTENCE PAYMENTS – (Applies only if Prevailing Wages is marked on the Statement of Services Form). Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

18. HOURS OF WORK.

- a. Eight (8) hours of labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1 ½) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week for the foregoing hours.
- b. Consultant shall keep and make available an accurate record showing the name of each worker, and hours worked each day and each week by each worker.
- c. As a penalty to the City, Consultant shall forfeit Twenty Five Dollars (\$25.00) for each worker, including subcontractor's workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.
- 19. <u>NOTICES</u>. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.
- 20. <u>PROHIBITION AGAINST DISCRIMINATION</u>. In the performance of the Agreement the Consultant will not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person with respect to the compensation, terms, conditions or privileges of employment, because of such person's race, color, creed, national origin, ancestry, sex or age.

21. PERMITS AND LICENSES.

a. Consultant shall apply for and procure permits and licenses necessary for the work.

- b. Consultant shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- c. Consultant shall pay charges and fees in connection with permits and licenses.
- 22. <u>VENUE</u>. The Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Agreement shall be held exclusively in a state court in the County of Merced.
- 23. <u>WAIVER</u>. In the event that either City or Consultant shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
- 24. <u>CONFORMANCE TO APPLICABLE LAWS</u>. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

Attachment A

PROJECT No. CP220072 Applegate Zoo Kitchen Rehabilitation

Scope of Service

The work to be performed includes, but not limited to, contractor to demo and remove existing electrical conduits, electrical outlets, water heater / 6" conc. base, gas pipes, water service lines, paper tower holder, countertop and capped all water service lines and gas pipes, contractor to install new (1) Bosch Tronic 6100-27 tankless water heater, (1) Mainstreet Equipment HTC high temperature undercounter dishwasher – 280V/240V, 1 Phase (1) Regency stainless steel commercial worktable with under table base (120" 1 x 30" w x 34" h), (1) Regency stainless steel commercial worktable with open base (84" 1 x 30" w x 38" h), (1) Regency stainless steel commercial worktable with open base (60" 1 x 30" w x 38" h), (1) Regency stainless steel commercial two sink with compartment (86" 1 x 29-1/2" w x 43-3/4" h), (1) Garbage disposal (Moen EXL 100c / switch), (2) GFCI electrical outlets (2 plugs), (2) GFCI electrical outlets (4 plugs), (3) Electrical outlets (4 plugs), (1) Electrical outlets (2 plugs), (1) GFCI 240V electrical outlet, (1) Faucet (Karus)-KFS-1610 and 13 feet of 3/4" copper pipe.

Apple Gate Zoo Kitchen Rehabilitation

** See attached Overall Layout

This is a City of Merced Capital Improvement Project, which could include, but is not limited to: Remove and replace existing electrical conduits, electrical outlets, water heater / 6" conc. base, gas pipes, water service lines, paper tower holder, countertop and to cap all water service lines and gas pipes.

Please provide the following services in close cooperation with the City:

TASK 1 – Obtain Information and Coordinate with the City

The city is considering some form of construction and rehabilitation for the above listed.

City's Responsibilities

- The City shall provide the Consultant with existing and preliminary design plans, and information concerning the project.
- The City shall designate a representative authorized to act on its behalf with respect to the contract(s).
- The City shall furnish required information and review draft documents as expeditiously as necessary for the orderly progress of the work.
- The City will prepare the bid documents, including plans and specifications.

• The City shall provide an inspector to monitor the construction.

Mandatory Contract Provisions for ARPA Expenditures

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be

- declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Time of Completion

We anticipate award of the statement of services agreement by May 24, 2024. The work described herein shall meet a proposed schedule of deliverables that will include delivery of intermediate work products and the final design documents in a timely manner, as identified in the timeline presented in your proposal.

Further information may be obtained from Rick Maddox at (209) 388-8938.

SPECIAL PROVISIONS

FOR PROJECT NUMBER 120072 APPLEGATE ZOO KITCHEN REHABILITAION

DIVISION 1 - GENERAL REQUIREMENTS 01000

01010 SCOPE OF WORK -The work to be performed includes, but not limited to, contractor to demo and remove existing electrical conduits, electrical outlets, water heater / 6" conc. base, gas pipes, water service lines, paper tower holder, countertop and capped all water service lines and gas pipes, contractor to install new (1) Bosch Tronic 6100-27 tankless water heater, (1) Mainstreet Equipment HTC high temperature undercounter dishwasher – 280V/240V, 1 Phase (1) Regency stainless steel commercial worktable with under table base (120"1 x 30" w x 34" h), (1) Regency stainless steel commercial worktable with open base (84"1 x 30" w x 38" h), (1) Regency stainless steel commercial two sink with compartment (86" 1 x 29-1/2" w x 43-3/4" h), (1) Garbage disposal (Moen EXL 100c / switch), (2) GFCI electrical outlets (2 plugs), (2) GFCI electrical outlets (4 plugs), (3) Electrical outlets (4 plugs), (1) Electrical outlets (2 plugs), (1) GFCI 240V electrical outlet, (1) Faucet (Karus)-KFS-1610 and 13 feet of 3/4" copper pipe.

Such other items or details, not mentioned above, that are required by the plans, standard specifications, or these special provisions shall be performed, placed, constructed, or installed.

01020 PERFORMANCE -- The Contractor shall furnish all labor, materials, tools, equipment, incidentals, and do all work described in the Plans and these Special Provisions. All work shall be done per the current edition of Building, Plumbing and Electrical Codes.

Before the start of work, Contractor to submit electronic copies of all material submittals and product shop drawings. All submittals and shop drawings must be approved by the City Engineer, or their designee, prior to the start of work.

01030 COORDINATION/COOPERATION – The City will schedule a pre-construction meeting on-site to discuss the scope of work. At the time of the meeting, the contractor shall provide a working schedule for the length of the project.

The work to be done will be during normal working hours. The Contractor shall establish a schedule of activities in cooperation with the Engineer and City operating staff.

Direct any questions to the City contact below:

City Contact: Rick Maddox Phone: 209-388-8938

Email: maddoxr@cityofmerced.org

01040 INSPECTION OF SITE -- The Contractor may inspect the work site and note all existing conditions before submitting a bid for this project. A preliminary site visit is not required but can be scheduled upon request by contacting the City Contact above.

The contractor shall call in daily to schedule a City Inspection through the City of Merced's Inspection Services. See below for Inspection Service number. All inspections shall be scheduled, by the contractor, at least 24-hours prior to the next days work. If no inspection is scheduled, then work must stop until an inspection can be scheduled. Contractor must keep, at all times, the stamped accepted copies of all documents including the permit. If these are not on-site then Contractor may be asked to stop work. No compensation will be provided.

Inspection Service Voice Service: 209-723-2489

01050 PERMITS, BONDS, LICENSES AND INSURANCE -- The Contractor shall procure all permits, bonds, licenses and insurance, pay all charges and fees, and give all notices necessary and incidental to the prosecution of the work. **There will be a building permit fee required for this building.** The General Contractor and all Subcontractors shall have a valid City of Merced business license prior to the commencement of work.

01060 AS-BUILT DRAWINGS -- Record Drawings shall be submitted before the notice of completion is filed and must include the following:

- A. Contractor's statement (with original signature on each sheet) shall verify all construction specifications and product qualities have been met or exceeded.
- B. "AS-BUILT DRAWINGS" or "RECORD DRAWINGS" shall be clearly labeled on each sheet.
- C. Corrected placement, grade, elevation and alignment of water system, sewer system, lighting system and appurtenances, pipe sizes, material changes, shall all be shown on as-built drawing.
- D. All distances shall be shown to the nearest half-inch (0.5).

01070 - DEMOLITION

01071 DEMOLITION AND DISPOSAL -- The Contractor shall remove all materials called out for on the plans and specifications or as required to complete the project. This is to include the demolition for decking, fencing, floor finishes, ceiling, and any reinforcing required to complete the project.

All material removed by the Contractor in accordance with this project shall become property of the Contractor and shall be removed off-site and disposed of at the Contractor's expense.

01072 DEMOLITION AND RE-LOCATING -- Contractor shall protect all items that are proposed for re-locating. Items shall be stored in a secure location where item may not be damaged by the environment or the public. Damage or stolen items shall be replaced by the Contractor at their own expense.

01073 RESTORATION -- The Contractor shall restore all areas adjacent to the construction area to their preconstruction condition. This may include repairing walls, base flooring, ceiling, painting, patching (concrete/plaster etc..) and all other items damaged during construction. Full compensation for conforming to the requirements of this section shall be considered as included in

the price paid for the various contract items of work involved and no additional compensation will be made.

DIVISION 2 – SITEWORK

Not Used

DIVISION 3 – CONCRETE

03010 – CONCRETE FLOOR REPLACEMENT – All concrete removal required shall be by done by saw cutting to provide neat lines. Where new concrete meets existing concrete, dowel and epoxy 1/2-inch x 18-inch-long smooth steel dowel embedded 6" into the concrete.

The concrete shall be a 5-sack, 3,000 psi with 4-inch slump ± 1 ". Thickness of concrete shall match existing but shall not be less than 4-inches. The finished concrete shall match the existing adjacent concrete finish unless otherwise specified in accordance with the Plans, and these Special Provisions.

Aggregate base shall be class 3 with 4 inches minimum depth and shall conform to the provisions in Section 25 "Aggregate Subbases," of the State Specifications, the Plans, and these Special Provisions

The existing concrete flooring shall be leveled as required to accommodate the installation of new furnishings.

DIVISION 4 – METALS

Not Used

DIVISION 5 – MASONRY

Not Used

DIVISION 6 - WOOD AND PLASTICS

Not Used

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07100 REPAIR ROOF AT ROOF PENETRATION - After removal of ventilation pipe at roof, Contractor shall repair roof penetration with matching built-up roofing material. New plywood to match thickness of existing sheathing will be cut to infill penetration. A vapor barrier will be provided large enough to lap with existing barrier. New built-up material to match existing will be installed to completely conceal repair.

DIVISION 8 - DOORS AND WINDOWS

Not Used

DIVISION 9 – FINISHES

09010 PAINT - The paint shall match the existing material and color as the rest of the walls and shall be waterproof paint. The block wall shall receive a minimum of three coats of off white, water resistant paint, Semi-Gloss, Acrylic Latex paint with a film thickness of 4.5 mils. The prime coat shall be 220-07 Enamel under coat with the second and third coats consisting of 214-XX "AA" Acrylic Semi-Gloss Enamel.

09020 CAULKING

Contractor shall caulk all areas requiring sealing between fixtures, walls, plumbing and any other area required by the construction. Caulking shall be a paintable polyurethane sealant and applied within the range of -40°F to +194°F for interior and exterior use.

DIVISION 10 – SPECIALTIES

Not Used

DIVISION 11 - EQUIPMENT

Not Used

DIVISION 12 – FURNISHINGS

12010 COMMERCIAL WORKTABLE: (1) Regency stainless steel commercial worktable with under table base (120" 1 x 30" w x 34" h).

12020 COMMERCIAL WORKTABLE: (1) Regency stainless steel commercial worktable with open base (84" 1 x 30" w x 38" h).

12030 COMMERCIAL WORKTABLE: (1) Regency stainless steel commercial worktable with open base (60" 1 x 30" w x 38" h).

12040 COMMERCIAL SINK: (1) Regency stainless steel commercial two sink with compartment (86" 1 x 29-1/2" w x 43-3/4" h),

12050 GARBAGE DISPOSAL: Garbage disposal Moen EXL 100c and switch.

12060 FAUCET: Kraus – KFS-1610.

Payment for Division 12 Kitchen Furnishings shall be at the contract lump sum price as set forth in the proposal for "Apple Gate Zoo Kitchen Rehabilitation" and shall include all labor, materials, tools, equipment, and all work necessary for the completion for each item.

DIVISION 13 - SPECIAL CONSTRUCTION Not Used

DIVISION 14 - CONVEYING SYSTEMS Not Used

DIVISION 15 – MECHANICAL

15010 – TANKLESS WATER HEATER – (1) Bosch Tronic 6100-27 tankless water heater. Install per manufacturer's specification.

15020 – DISH WASHER (UNDER THE COUNTER) – Main Street Equipment HTC high-temperature -208/240V, 1 phase.

Payment for Division 15 Mechanical shall be at the contract lump sum price as set forth in the proposal for "Water Heater" and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

DIVISION 16 - ELECTRICAL

16010 ELECTRICAL -- The Contractor shall perform all electrical work as shown on the drawings or called for in these specifications. All work shall comply with the latest

16020 GFCI: (2) GFCI electrical outlets (2 plugs).

16030 GFCI: (2) GFCI electrical outlets (4 plugs).

16040 ELECTRICAL OUTLETS: (2) electrical outlets (2 plugs).

16050 ELECTRICAL OUTLETS: (2) electrical outlets (4 plugs).

16060 GFCI ELECTRICAL OUTLETS: (1) electrical outlets 240V (2 plugs).

DIVISION 22 - PLUMBING

22010 PLUMBING - The Contractor shall furnish and install plumbing work as shown on the drawings or called for in these specifications.

Material standards for materials used in plumbing piping and accessories shall be in accordance with the latest edition of the California Plumbing Code.

WATER SERVICE PIPING: Copper tubing per ASTM B88, Type L. Fittings per ANSI/ASME B16.23, cast brass, or ANSI/ASME B16.29 wrought copper. Joints per AWS A5.8, BCuP silver braze or lead-free solder.

Outside of the building, water pipe may be PVC, Schedule 40 or ASTM D1785, or ASTM D2241, SDR not less than 150 psi pressure rating, PVC joints and solvent welded.

Payment for Division 22, "Plumbing," shall be at the contract Lump Sum price as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item for both the Lab Building and the Solids Building.

ADVICE ON PREVAILING WAGE

Be hereby notified:

Pursuant to Section 1781 of the Labor Code, Consultant/Contractor is advised that the work contemplated in this contract may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations.

Consultant/Contractor shall comply with all laws related to the performance of public work including, but not limited to, the employment of apprentices pursuant to Section 1777.5 of the Labor Code, work day/week hours and overtime rates pursuant to Sections 1813 and 1815 of the Labor Code and the obligation set forth in Sections 1774-1776 of the Labor Code in regards to payment of prevailing wages and to provide the City of Merced and Department of Industrial Relations certified payrolls when required.

A certified copy of all payroll records relative to this project shall be submitted to the City of Merced along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment.

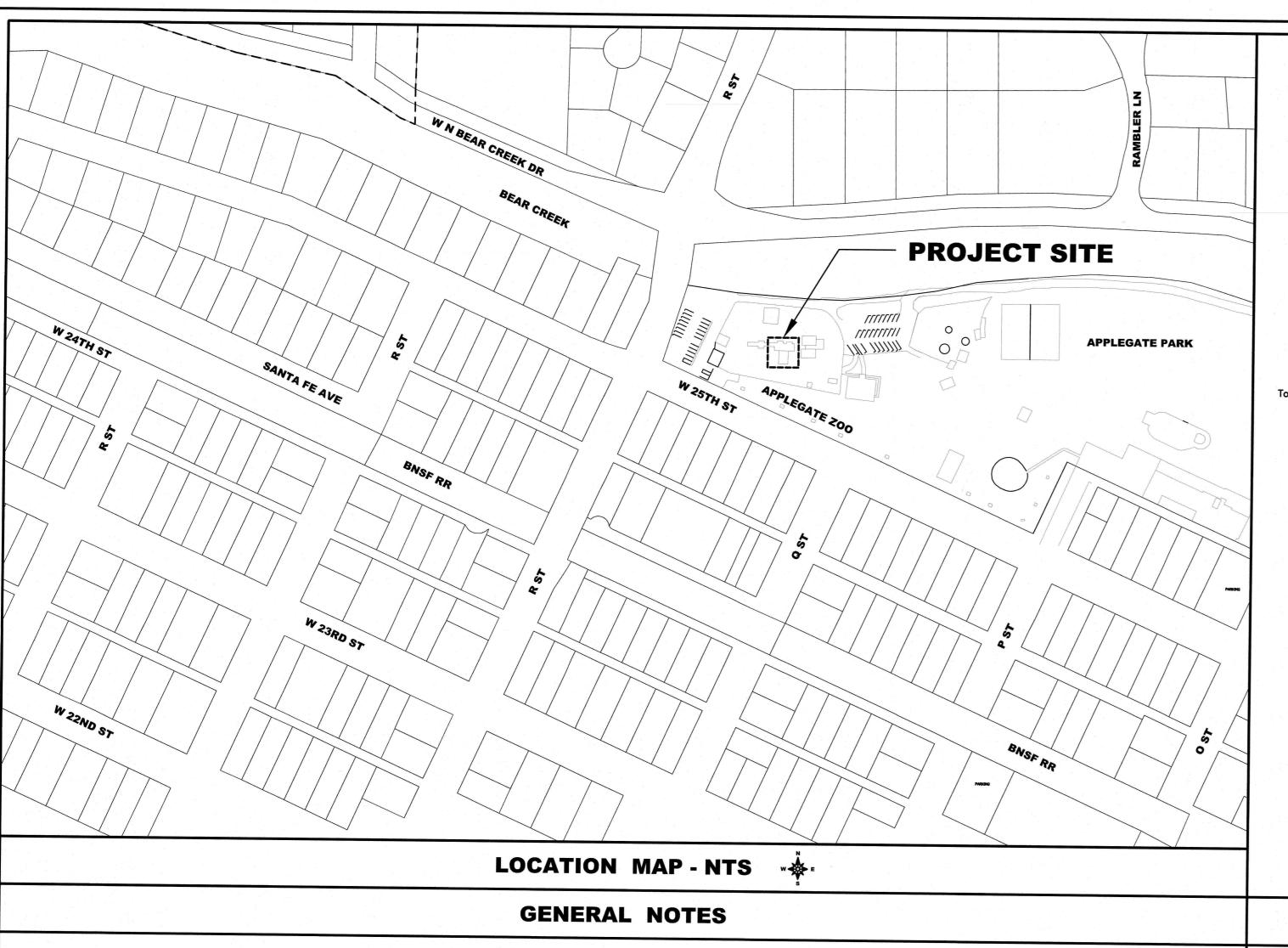
Therefore:

No Consultant/Contractor or sub-consultant/contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

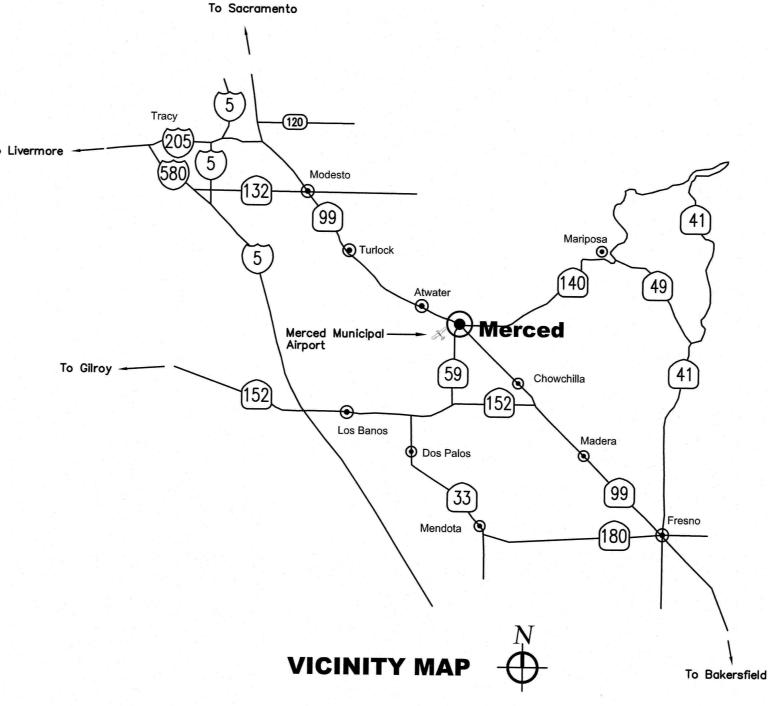
No Consultant/Contractor or sub-consultant/contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

All Consultants/Contractors or sub-consultants/contractors must furnish electronic certified payroll records to the Labor Commissioner. This requirement applies to all public works projects, whether new or ongoing.

Consultant/Contractor is further advised that the work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.



CITY OF MERCED PROJECT NO. CP220072 **APPLEGATE ZOO** KITCHEN REHABILITATION



APPROVALS

CITY OF MERCED

DEVELOPMENT SERVICE ENGINEERING PROJECTS AND STANDARDS 678 W. 18th St., Merced CA. 95340 (209) 385-6846

INTERIM CITY ENGINEE

5/1/24 DATE

PROJECT CHAMPION

SHEET INDEX

SHEET NO. DESCRIPTION

- **COVER SHEET**
- **EXISTING SITE PLAN AND EXISTING BUILDING LAYOUT EXISTING DEMOLITION KITCHEN FLOOR PLAN**
- NEW KITCHEN FLOOR PLAN, NEW COUNTER TOPS AND NEW FIXTURES **EXISTING INTERIOR ELEVATIONS AND NEW INTERIOR ELEVATIONS**

- ALL WORK SHALL COMPLY WITH CURRENT APPLICABLE BUILDING CODES, THE CALIFORNIA BUILDING CODE, CITY OF MERCED STANDARD AND CALTRANS STANDARD PLANS AND SPECIFICATIONS.
- 2. CONTRACTOR SHALL EXAMINE CONSTRUCTION DRAWINGS AND SPECIFICATION AND SHALL VISIT SITE PRIOR TO SUBMITTING A PROPOSAL. CONTRACTOR SHALL INSPECT EXISTING CONDITIONS, WHICH AFFECT THE WORK SHOWN, AND SHALL NOTIFY THE ENGINEERING DEPARTMENT OF ANY EXISTING CONDITIONS WHICH CONFLICT WITH OR DIFFER FROM THE WORK SHOWN. CONTRACTOR SHALL NOT PROCEED WITH THE WORK UNTIL THESE CONFLICTS AND DIFFERENCES ARE RESOLVED.
- 3. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR THE CONDUCT OF THE WORK. INCLUDING CONSTRUCTION METHODS AND PROCEDURES; SITE SAFETY; AND METHODS, DESIGN, AND MATERIALS FOR TEMPORARY VERTICAL AND LATERAL SUPPORT OF EXISTING AND NEW
- 4. THE CONTRACTOR SHALL VERIFY DIMENSIONS.

CONDITIONS AS SPECIFIED BY THE MANUFACTURER.

- 5. CONTRACTOR SHALL PROVIDE AND INSTALL STIFFENERS, BRACING, BACKING PLATES, AND SUPPORT ALL BRACKETS REQUIRED FOR INSTALLATION OF ALL BATHROOM FIXTURES AND ALL FLOORING OR ELECTRICAL EQUIPMENT.
- 6. CAULKING IS REQUIRED PER CA TITLE 24: AROUND ALL DOOR FRAMES; BETWEEN WALL SOLE PLATES AND FLOORS AND BETWEEN EXTERIOR WALLS PANELS; ALL PENETRATIONS IN WALLS, CEILINGS, AND FLOORS DUE TO THE INSTALLATION OF PLUMBING, ELECTRIC, GAS AND HVAC LINES; ALL OPENINGS IN ATTIC FLOORS, ACCESS PANELS OR SIMILAR ASSEMBLIES.
- 7. DO NOT SCALE DRAWINGS. IN CASE OF CONFLICT, NOTIFY THE ENGINEERING DEPARTMENT. DIMENSIONS MARKED "CLEAR" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES.
- 8. ALL INTERIOR PENETRATIONS SHALL BE SEALED TO PROVIDED A PROFESSIONAL AND FINISH APPEARANCE.
- 9. CONTRACTOR RETAINS POSSESSION OF WASTE MATERIALS AND IS RESPONSIBLE FOR REMOVAL FROM SITE AND DISPOSAL IN A TIMELY FASHION. 10. FINISH MATERIALS SHALL BE STORED AND ACCLIMATED TO THE PROPER ENCLOSED
- 11. IN CASE OF DISCREPANCIES OR CONFLICTING INFORMATION OR REQUIREMENTS WITHIN THE DRAWINGS, WITHIN THE SPECIFICATION, OR BETWEEN DRAWINGS AND SPECIFICATION, THE MOST EXPENSIVE REQUIREMENTS SHOWN OR SPECIFIED SHALL BE THE BASIS FOR THE CONTRACT. OBVIOUS OR INCIDENTAL PLANS, INCLUDING, BUT NOT LIMITED TO TYPOGRAPHICAL ERROR, INCORRECTLY NOTED DRAWINGS SCALES AND NON-SENSICAL INFORMATION SHALL NOT BE CAUSE FOR CHANGE ORDER OR CONTRACT MODIFICATIONS. ALL SUCH CONFLICTS SHALL
- BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEERING DEPARTMENT. 12. WHERE CHOICE OF FINISH COLOR IS NOT SPECIFIED IT IS TO BE SELECTED BY THE ENGINEERING DEPARTMENT.
- 13. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN APPROVAL OF CITY OF MERCED ENGINEER.

- 14. THE CONTRACTOR / SUBCONTRACTORS SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED LICENSES AND PERMITS ASSOCIATED WITH THEIR WORK.
- 15. ALL CASEWORK, MILLWORK, ETC. SHALL BE PER W.I.C. WOODWORK STANDARDS.
- 16. ALL EXTERIOR REPAIRS MUST BE PRIMER AND PAINT TO MATCH EXISTING INCLUDING BARE WOOD, STUCCO AND UNDERSIDE OF EAVES.
- 17. ONLY NEW MATERIALS WILL BE USED AND USED MATERIALS ARE UNACCEPTABLE.
- 18. THE GENERAL CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPETED SET OF CONSTRUCTION DRAWINGS ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE BY ALL

GENERAL ELECTRICAL NOTES

- 1. THE INTENTION OF THE CONTRACT DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS, AND EQUIPMENT, NECESSARY, OR REASONABLY INFERABLE AS BEING NECESSARY, FOR FURNISHING, INSTALLATION AND TESTING, COMPLETE AND READY FOR SAFE OPERATION OF THE SYSTEMS DESCRIBED HEREIN.
- 2. CONTRACTOR TO COORDINATE LOCATION OF ALL EQUIPMENT AND ROOF PENETRATIONS WITHIN THE SCOPE OF THIS PROJECT. PLUMBING VENTS, REGULATOR VENTS, FLUES, AND EXHAUST AIR OUTLETS TO BE KEPT A MIN. OF 10'-0" AWAY FROM THE OUTSIDE AIR INTAKE LOCATIONS.
- 3. THE CONTRACTOR SHALL VERIFY EXACT LOCATION, HEIGHTS, OUTLET AND SWITCH ARRANGEMENTS, AND EQUIPMENT PRIOR TO ROUGH-IN. NO ADDITIONS TO THE CONTRACT SUM WILL BE PERMITTED FOR OUTLETS IN WRONG LOCATIONS, IN CONFLICT WITH OTHER WORK, AND SO ON. THE OWNER RESERVES THE RIGHT TO RELOCATE ANY DEVICE UP TO 3 FEET PRIOR TO ROUGH-IN, WITHOUT ANY CHARGE BY THE CONTRACTOR.
- 4. THE CONTRACTOR SHALL FURNISH ALL WIRING MATERIALS AND MAKE ALL FINAL ELECTRICAL OR GAS CONNECTIONS FOR ALL PERMANENTLY INSTALLED APPLIANCES.

GENERAL DEMOLITION NOTES

- GENERAL CONTRACTOR SHALL VISIT THE PROJECT SITE TO VERIFY ALL FIELD CONDITIONS AS THEY RELATE TO DEMOLITION INDICATED ON THIS PLAN AND SPECIFICATION. NOTIFY ENGINEERING DEPARTMENT IMMEDIATELY IF ANY DISCREPANCY IS FOUND.
- 2. GENERAL CONTRACTOR SHALL EXECUTE ALL DEMOLITION AND REMOVAL CAREFULLY, SO AS TO MINIMIZE INTERFERENCE WITH EXISTING CONDITIONS, NEW CONDITIONS, OR SITE CONDITIONS. IF ANY STRUCTURAL COMPONENTS ARE UNCOVERED UNEXPECTEDLY DURING DEMOLITION, THE GENERAL CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY ENGINEERING DEPARTMENT.
- 3. WHERE PLUMBING, MECHANICAL OR ELECTRICAL SYSTEMS/ITEMS ARE SPECIFIED TO BE REMOVED, THE GENERAL CONTRACTOR SHALL ENSURE THAT THE SYSTEMS ARE ABANDONED/SEALED/CAPPED TO THE EXTENT THAT THEY IN NO WAY INTERFERE WITH THE FINAL FINISH CONDITIONS. THERE SHALL BE NO INDICATION OF PREVIOUS INSTALLATION WHAT SO EVER. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEERING DEPARTMENT.
- 4. WHERE EXISTING WALLS, CASEWORK, FIXTURES, EQUIPMENT, ETC. ARE TO BE REMOVED, NEWLY REVEALED SURFACES SHALL BE CLEANED SO AS TO ACCEPT NEW FINISH MATERIALS PER SPECIFICATION AND DRAWINGS. ALL UNNECESSARY BRACKETS, CLIPS, HANGERS, NAILS, LEDGER BOARDS, ETC. THROUGHOUT THE SPACE SHALL BE REMOVED. WORK SHALL BE PERFORMED SO AS TO LEAVE NO INDICATION OF PREVIOUS DEMOLITION.
- 5. PROTECT ALL EXISTING WINDOWS AND FRAMES THAT ARE TO REMAIN DURING DEMOLITION.

UTILITY COMPANY AND CITY OF MERCED CONTACTS

- 6. PROTECT ALL EXISTING STRUCTURE DURING DEMOLITION.
- 7. IF EXISTING WALLS ARE TO BE REMOVED, REPAIR WALL AND FLOOR FINISHES TO MATCH ADJACENT SURFACES AT AREAS OF REMOVAL OR SCHEDULED NEW SURFACES AS REQUIRED.

.(209) 726-6362

CODE ANALYSIS

OCCUPANCY TYPE: U

CONSTRUCTION TYPE: TYPE III-B UNPROTECTED NON-COMBUSTIBLE

APPLICABLE CODES: 2022 C.B.C., C.M.C, C.P.C., C.E.C., C.F.C., C.G.B.S.C., TITLE 24, PART 6, 2022 CALIFORNIA ENERGY CODE, AND APPLICABLE STATE AND LOCAL REGULATIONS.

SCOPE OF WORK

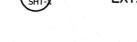
THE SCOPE OF WORK FOR THIS PROJECT IS TO PROVIDE "EMPLOYEE ONLY KITCHEN FOR PREPARING FOOD FOR ZOO ANIMALS."

SITE ADDRESS: 1045 W 25TH ST, MERCED CA 95340 APN: 030070001 PARCEL NO.: 030-070-001

LEGEND



EXT. ELEVATION



WALL SECTION

PROPERTY LINE

EXISTING

NEW WALL

BUILDING SECTION

A - NORTH B - EAST C - SOUTH D - WEST

PACIFIC GAS AND ELECTRIC: PAUL SYTSMA (ELECTRIC). LYNN McCULLICK (GAS). AT&T (TELEPHONE): TROY BRANIFF COMCAST (CABLE):

..(209) 726-6328 ..(209) 726-7163 FRANK CASTRO.. ..(559) 455-4221 MERCED IRRIGATION DISTRICT (ELECTRIC): MIKE MORRIS (IRR)

..(209) 354-2845 JASON GRACE (ELEC)(209) 354-2814 CITY OF MERCED: JUAN OLMOS (STREETS). .(209) 385-6806 JOHNNIE BAPTISTA (WATER). ..(209) 384-4180 JOE PADILLA (SEWER). ...(209) 385-4715



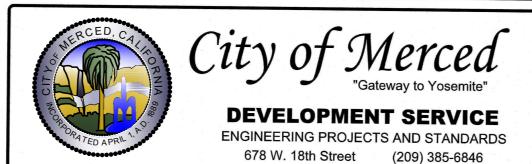
REGISTERED PROFFESSIONAL STAMP

NO. DATE BY | REVISION MADE Al--/--/--| - |



TWO DAYS **BEFORE**

Service A ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE Call: TOLL FREE (800) 277 OR 811 COMMENCEMENT OF ANY WORK.



COVER SHEET

PROJECT NO. CP220072 **APPLEGATE ZOO** KITCHEN REHABILITATION

DESIGNED BY: A VANG DATE: 10/03/2023 CH. BY: ENGR DEPT/BUILD DEP DATE: NOVEMBER 2023 REV DATE: --/--

FILE NO. 1025 Sheet

SCALE: AS SHOWN

