



City of Merced

CITY OF MERCED

Request for Proposal

**PLAYGROUND EQUIPMENT AND SURFACING
DESIGN AND INSTALLATION
COMMUNITY PARK 42- REGIONAL SPORTS COMPLEX
CP240052**

Due September 18, 2024 @ 2:00 p.m.

**Parks & Community Services Department
632 w 18th Street
Merced, CA 95340
Attn: Christopher Jensen, Director**



BACKGROUND

The City of Merced, Parks & Community Services Department is soliciting proposals from qualified playground equipment manufacturers and vendors to design, provide, and install playground equipment at Community Park 42- Regional Sports Complex as detailed in this Request for Proposals (RFP). In general, the City is looking for unique play equipment with all-inclusive design features and high play value that will encourage physical activity and year round use by multiple generations of users, namely children and their caregivers. Equipment design must meet the requirements of the Americans with Disabilities Act (ADA) and utilize International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines and conforms to the playground-related technical standards set by the American Society of Testing Materials International (ASTM) and the U.S. Consumer Products Safety Commission.

Community Park 42 is a dedicated regional sports complex currently under construction that includes over 34 acres of soccer fields, basketball courts, pickleball courts, and a futsal court. Full site plan renderings are included as Exhibit A for context. The park will be used for local and regional sports games and activities. The playground area of the park sits between all other park features and is one of the first amenities to greet visitors as they arrive at the facility. The City has hired a general contractor to build the sports fields at Community Park 42. The selected vendor(s) will be required to coordinate the installation of the selected playground equipment with the City's general contractor to minimize delays in completion.

Funding for the playground is being provided by First 5 of Merced County with the intention of providing a unique, all-inclusive themed playground that is user friendly for children of all ages and abilities and their caregivers.

Vendors are invited to submit proposals with **up to three (3) playground designs for the Community Park 42- Regional Sports Complex.**

SCOPE OF WORK

Selected vendor(s) will be responsible for the design, provision and installation of play equipment and surfacing at Community Park 42 within the designated budget for the location. site plan and playground footprint(s) are provided in Exhibits B. This includes approximately 13,000 Sq. Ft. of playground area.

Location: Community Park 42, located on southeast corner of Mission Ave and Tyler Rd in the City of Merced

Budget for Completed Project: \$450,000



Equipment: The City is looking for a unique, all-inclusive themed playground with surfacing and equipment that encourages multigenerational use among children, siblings, and caregivers of various abilities. Designs that include surfacing and equipment which offer various elevations, textures, and sensory engagement are encouraged. In addition, design and equipment should maximize visibility of children at play. Design features that provide shade in the afternoon heat are highly desirable. The playground should include two play areas separated by a sitting area, Play Area # 1, and Play Area # 2, to be proposed by the vendor. A sitting area will not be part of the required scope but should be incorporated as part of designs included in each proposal.

- Play Area #1 shall be designed for children ages 2-5 and shall include features that engage visual, auditory, and tactile experiences. This area should encourage exploration, cooperative play, social interaction, and imaginative play between children and their caregivers.
- Play Area #2 shall be designed for children ages 5-12 and shall include features that provide scaled levels of healthy challenges that require climbing, swinging, jumping, or spinning. This play area should provide height and spatial versatility that provide maximum play volume and value for older children.

Greater consideration will be given to designs that incorporate ADA compliant components and encourage interactive play for children of all abilities. This could include wheelchair compatible elements, sensory components, or other inclusive play equipment and or surfacing.

Creativity in design and consideration of durable equipment is strongly encouraged. Vendors who showcase established design build partnerships or teams that will lead to more feasible timelines for completion of the playground will be given stronger consideration.

Proposals that include equipment that can leverage additional funding sources or discounts are of specific interest.

Basic Requirements:

The City of Merced requires the vendor to design a playground system that meets or exceeds all current federal standards and shall meet the following certifications, guidelines, rules and regulations:

- a. ADA (Americans with Disabilities Act).
- b. CPSC (U.S. Consumer Product Safety Commission).
- c. ASTM – F1487 (American Society for Testing and Materials standard for Public Use Playground Equipment). The most recent edition.
- d. IPEMA Certification (Internal Play Equipment Manufacturers Association).

Play structures and amenities must be age appropriate with proper signage. Playground structure(s) shall be designed for age groups 2-5 years and 5-12 years.



Also required are detailed technical installation instructions and maintenance and operations manuals from the manufacturer.

Designs submitted for review shall include:

- Full color elevation from all sides and a playground layout visible from overhead.
- Color options
- Catalog/cut sheet information
- Full warranty information including fade resistance

The new playground must be in the area provided at the park, indicated as Item 12 in the Legend in Exhibit A (Community Park 42 Site Plan). Play areas (1 & 2) shall not extend beyond the existing play area indicated in Exhibit B (Play Area(s) Dimensions).

The applicant is responsible for reviewing the attached exhibits. If the applicant wishes to walk the project site, please contact Christopher Jensen to schedule a walkthrough. It is crucial that the no one enter the job site without the accompaniment of a City of Merced representative, as the site is currently under construction.

Following installation, a full and thorough audit of all newly installed play equipment will be performed by the City of Merced Parks & Community Services and Engineering staff. Vendor(s) will be required to address and resolve any identified deficiencies within five (5) working days of notification of the deficiencies by the City representative.

MANDATORY PRE-BID MEETING

A mandatory pre-proposal meeting will be held for all interested vendors. The meeting will be held on September 10, 2024, at 11 a.m. through Microsoft Teams. Interested parties should email Director of Parks & Community Services, Christopher Jensen, at jensenc@cityofmerced.org by September 5, 2024, to receive the meeting link.

Site visits will not be held following the meeting, but interested vendors are encouraged to schedule a time with Christopher Jensen to review site conditions at the location to familiarize themselves with the park site, playground areas, and active construction activities.

PROPOSAL CONTENT

The submission should consist of a written proposal, which shall include the following items:

1. An introduction containing the following information:
 - a. A complete description of capability and history of the contractor (vendor).
 - b. History of similar projects completed within the last three years, including cost and client contact information.
 - c. California State Contractors License Board (CSLB) contractor license number and type of licenses held.



- d. A brief description of the proposed schedule including how the project would be organized and built.
 - e. A list of sub-contractors to be used on the project, including CSLB license number and licenses held (if applicable).
2. A list of not less than three (3) references including product or service provided, name of agency, contact person, phone number and/or e-mail.
3. Identify any Leveraged Procurement Agreements (LPAs) or other cooperative purchasing programs in which vendor participates to secure favorable pricing on equipment. Such pricing is to be incorporated in the cost proposal(s).
4. Up to two (2) playground/equipment design proposals. For each design proposal, provide the following:
 - a. A scaled site plan showing the proposed equipment and relationship to existing equipment (if applicable). For sand play area equipment, include any surfacing required for ADA compliance. **No more than three playground designs will be accepted.**
 - b. Drawings and manufacturer's printed literature and specifications for each item or component of the modular equipment being proposed.
 - c. A detailed breakdown of cost shall include, but is not limited to, all expenses including, (note this is a prevailing wage project):
 - i. Design
 - ii. Equipment (inclusive of all structures, components, signage, hardware, equipment manuals and operations manuals)
 - iii. Installation
 - iv. ADA compliant surfacing in play areas (if necessary)
 - v. Any other equipment-related improvements necessary to complete the project.
 - d. Playground manufacturer warranties.
 - e. Proof of Manufacturer's Product Liability Insurance
 - f. Proof of installer factory certification
5. Anticipated lead time for equipment construction and delivery.
6. Signed agreement in the form attached as Exhibit C.

SPECIAL ISSUES AND REQUIREMENTS

Form and Execution of Contract. A sample contract is provided in Exhibit D. Please review the sample contract entirely. If the vendor is unable to agree to the terms and



City of Merced

conditions of the sample contract, then the vendor's proposal will be deemed incomplete and not considered.

Labor Code. The vendor shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensation.

The bidder is required to abide by all applicable provisions of the Labor Code, including payment of the minimum prevailing wage rate as determined by the State Department of Industrial Relations (DIR).

DIR Registration. City will not accept proposals from or enter into any contract with a bidder without proof that the bidder and its subcontractors are registered with the Department of Industrial Relations (DIR) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Provide a list of all subcontractors and their DIR numbers.

Insurance. The vendor shall also meet the insurance requirements listed in Exhibit D and naming the City of Merced as additional insured.

Conflict of Interest. The vendor must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict-of-Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

Payment and Performance Bond. Pursuant to California Civil Code Section 9550 et seq, any successful bidder for cumulative work more than \$25,000 shall furnish to the City at the time of execution of the contract a payment bond approved by the City in an amount equal to one hundred percent (100%) of the contract price. The successful bidder for cumulative work more than \$25,000 shall also furnish to the City at the time of execution of the contract a faithful performance bond approved by the City in an amount equal to one hundred percent (100%) of the contract price. Bonds shall be provided on the forms attached to this RFP as Exhibit E at the time requested by the City.



PUBLIC RECORD

Responses to this RFP become the exclusive property of the City of Merced. When the City Engineer recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

PROTEST PROCESS

A vendor that submits a proposal that is disqualified may challenge the disqualification by filing a protest within seven (7) calendar days of the date of the City’s notice of disqualification. Staff recommendations to award the agreement(s) to a particular vendor or vendors shall be posted at on the City’s website. An unsuccessful vendor may file a protest no later than seven calendar days after the recommendation is posted on the website, except for protests regarding disqualification, which must be protested within seven days of the disqualification notice. All protests shall be in writing, filed with the **Director of Parks, Christopher Jensen**, and include the following:

- RFP Name;
- The name, address, and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and



- The signature of the protester or its authorized representative.

The City Engineer will render a written decision within 30 days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

EVALUATION OF PROPOSALS

The Parks & Community Services staff will review the written proposals with City Engineer and will determine the top vendor(s). Each design in the proposal will be evaluated separately and final proposal rankings developed for each. Evaluation of the proposals will be conducted, based on the following:

- Responsiveness to the RFP and the criteria
- Proposed site equipment designs and concepts
- Originality and creativity
- Safety
- Accessibility
- Overall play value of the proposed design and equipment
- Durability and ease of maintenance of the proposed equipment
- Ability to put together a design and construction plan to perform all aspects of the project, possess appropriate California contractor's license, and meet insurance requirements.
- Ability of proposed design to meet IPEMA certification requirements and comply with current ADA, CPSC, and ASTM guidelines.
- A complete submittal package.

Based on the proposal evaluations, the Parks & Community Services staff will make vendor/design recommendation(s) to the Parks & Community Services Commission who will make final recommendations to the Merced City Council. The City Council will make the final determination and select the vendor(s) for this project. Upon acceptance, the City reserves the right to make changes to the selected design within the project scope and budget.

OTHER CONSIDERATIONS

This RFP does not commit the City of Merced to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to a vendor for responding to this RFP. The City is not bound to select any of the vendors submitting proposals, and may, at its discretion, waive any irregularities in Proposals and their submittal. The City



reserves the right to reject any or all proposals, and to reissue the RFP in part or in its entirety.

The City reserves the right to cancel or modify, for any or no reason, in part or in its entirety, this RFP including, but not limited to, selection schedule, submittal date, and submittal requirements, without prior notice. Notification of revisions to the RFP will be made by addendum posted on the bid webpage no later than 7 calendar days prior to proposal due date.

The City reserves the right to verify the information received in the Proposal. If a vendor knowingly and willfully submits false information or data, the City reserves the right to reject that Proposal. If it is determined that a contract was awarded because of false statements or other data submitted in response to this RFP, the City reserves the right to terminate the contract. The City reserves the right to request additional information at any time from all vendors which the City deems necessary to evaluate Proposals.

All documentation and materials submitted in response to this RFP, will remain the property of the City and will become a public record subject to the requirements of the California Public Records Act.

Vendor(s) shall obtain a City of Merced Business License prior to commencing any work.

PROPOSAL SELECTION

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the proposals;



- Negotiate with any, all or none of the proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

This RFP is not an offer by the City to contract with any party responding to this RFP. In addition, no reimbursement for expenses incurred or time spent will be made. All submittals and information contained therein provided in the proposal package shall become the property of the City.

PROPOSAL DEADLINE

One (1) copy of the completed proposal must be submitted no later than **2:00 p.m. on Wednesday, September 18, 2024**. Proposals shall be submitted in a sealed envelope marked **"RFP Playground Equipment & Surfacing Design and Installation at Community Park 42"**. Proposals should be signed by an authorized individual to bind the firm and must be valid for at least 90 days.

Proposals may be submitted by U.S. Mail or delivered in person to the City of Merced Parks Department at the address noted below; post-marks will not be accepted.

City of Merced
Parks & Community Services Department
632 w 18th Street
Merced, CA 95340
Attn: Christopher Jensen, Director

FEE PROPOSAL

The fee proposal must include the costs of the play systems equipment, surfacing including base layer, delivery charges, any discounts, and cost of supervised installation, and all labor and equipment to complete the project.

TENTATIVE SCHEDULE

- Request for Proposals released- August 16th.
- Pre bid meeting- September 10th, 11:00 a.m. via Microsoft Teams
- Proposals Due- September 18th, 2:00 p.m.
- Contract award- Mid October 2024
- Construction/Installation*- Fall 2024 - Spring, 2025



*Vendor agrees to hold equipment and upon notification from General Contractor or City Representative, coordinate delivery and installation of play equipment at specified location undergoing site improvements. The date(s) for the installation of the playground equipment will be determined by the General Contractor or City Representative.

ADDITIONAL INFORMATION

Telephone communication with City staff is not encouraged, and the City is not bound by any clarifications, interpretations, corrections or changes to the RFP that are made verbally or in any manner other than by written addendum. Interpretation or correction of the RFP will be made by addendum posted on the City's bid webpage no later than 7 calendar days prior to proposal due date.

Attachments

- Exhibit A - Community Park 42 Site Plan
- Exhibit B - Play Area(s) Dimensions and Current Drawings
- Exhibit C - Proposal Summary Form (to be included with proposal)
- Exhibit D - Sample Contract and Insurance Requirements
- Exhibit E- Payment and Performance Bond Forms



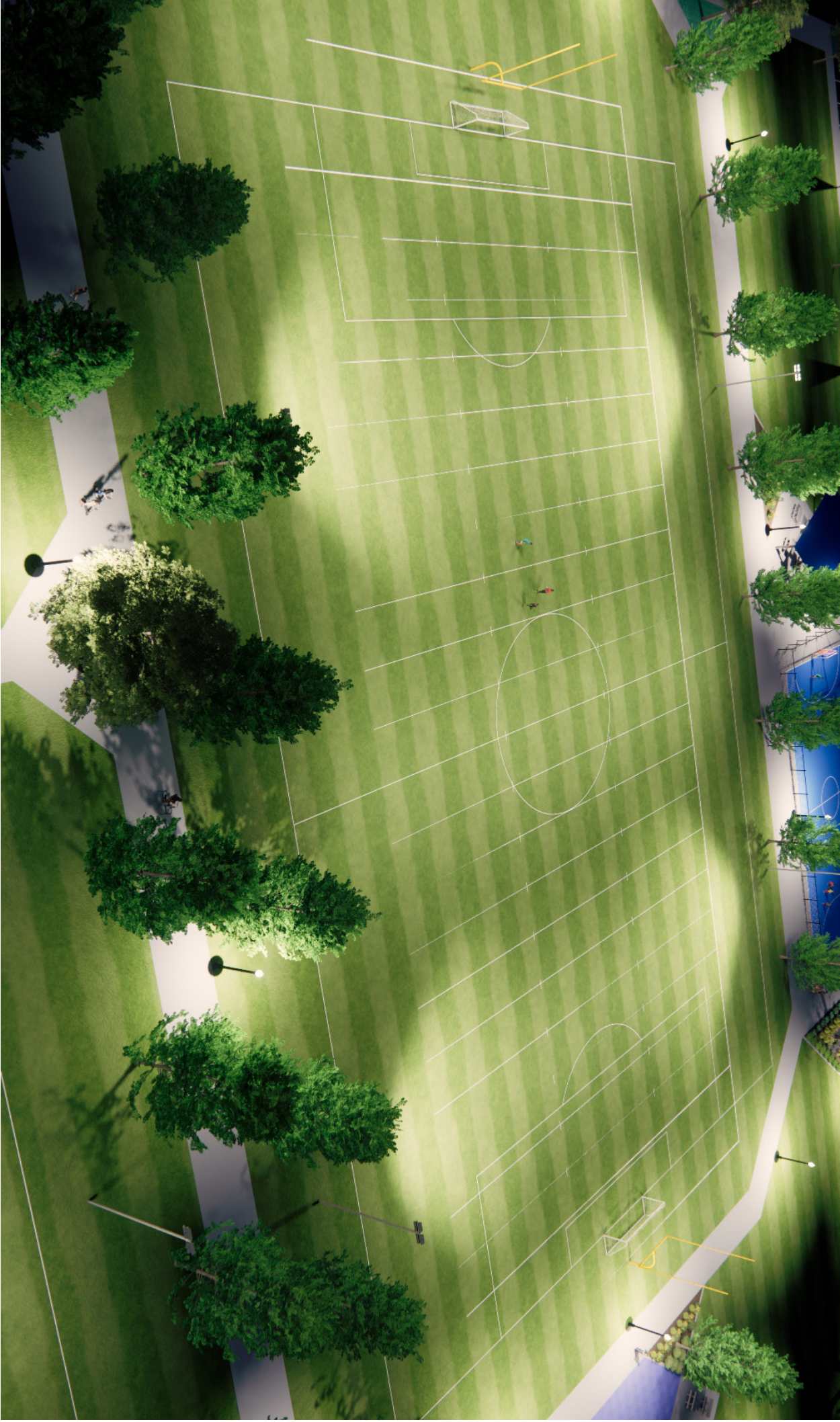
City of Merced

EXHIBIT A

Community Park 42 Site Plan

LEGEND

- 1 Parking Lot (318 Car Stalls / 9 Bus/RV)
- 2 Walking Loop Trail (Perimeter = 0.9 ± miles)
- 3 Basketball / Tennis / Pickleball Courts
- 4 Sand Volleyball Courts
- 5 Futsal Court
- 6 Shade / Picnic Shelter (30'x30')
- 7 Large Group Shade / Picnic Shelter (50'x100')
- 8 Restroom Building
- 9 Restroom / Concessions Building
- 10 Entry Monument
- 11 Soccer / Football Field
- 12 Play Area (2-5 and 5-12)
- 13 Bus Parking / Food Truck Area
- 14 Basin Limits



SOCCER FIELD AT NIGHT

FUTURE WINDER AVE



MISSION AVENUE

TYLER ROAD

CITY OF MERCED CP-42 PARK PLAN

07/26/2023

NOTE: THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY. THIS DOCUMENT IS MARKED PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION PURPOSES. ANY IMAGES SHOWN ARE TO CONVEY CONCEPT ONLY. CONSTRUCTION PLANS WILL VARY DEPENDING ON BUDGET, CLIENT DIRECTION, COMMUNITY INPUT AND FINAL MATERIALS SELECTION.



City of Merced

EXHIBIT B

Play Area(s) Dimensions and Current Drawings

SITE FINISH SCHEDULE - ADDITIVE ALTERNATE #1

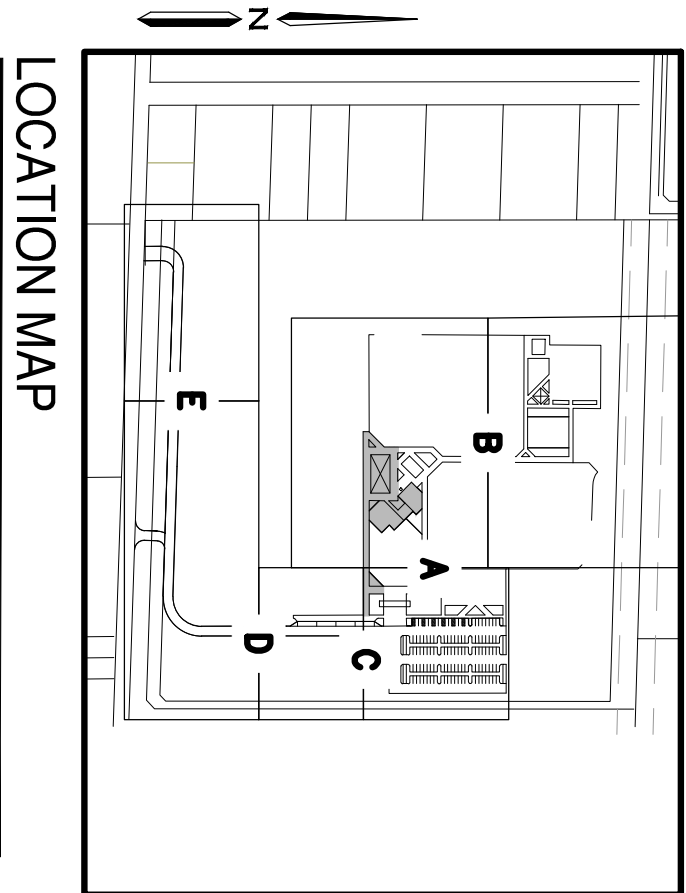
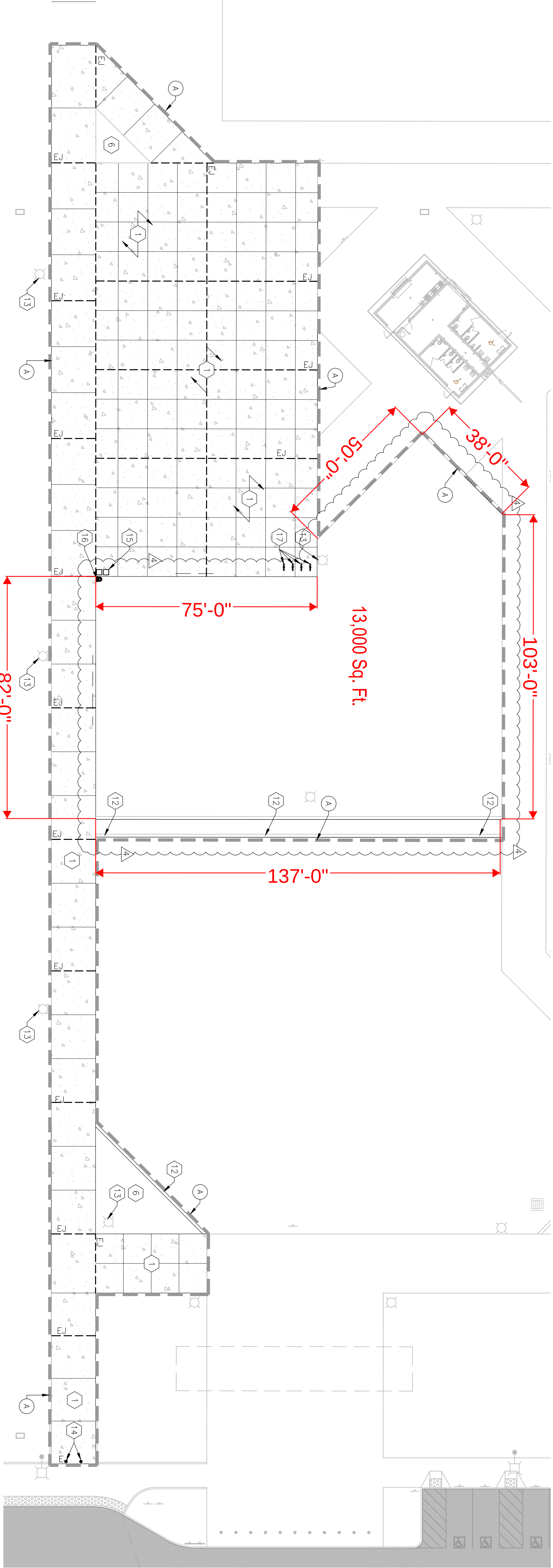
FINISH	DESCRIPTION	COLOR	QUANTITY	PATTERN / INFORMATION	DET REF.
1	CONCRETE FLATWORK	NATURAL	59,906 SF	MEDIUM BROOD FINISH / PERPENDICULAR TO PATH OF TRAVEL	1/LS.0 & 1&2/LS.8
2	RUBBERIZED PLAY SURFACING – 01 (2–5 AREA)	DARK BLUE & LIGHT BLUE MIX	0 SF	MIRACLE PLAY SYSTEMS / WWW.MIRACLEPLAYGROUP.COM / MATT DURIKIN / 559–545–5274	4&7/LS.0
3	RUBBERIZED PLAY SURFACING – 02 (2–5 AREA)	DARK GRAY & LIGHT GRAY MIX	0 SF	MIRACLE PLAY SYSTEMS / WWW.MIRACLEPLAYGROUP.COM / MATT DURIKIN / 559–545–5274	4&7/LS.0
4	RUBBERIZED PLAY SURFACING – 01 (5–12 AREA)	DARK BLUE & LIGHT BLUE MIX	0 SF	MIRACLE PLAY SYSTEMS / WWW.MIRACLEPLAYGROUP.COM / MATT DURIKIN / 559–545–5274	4&7/LS.0
5	RUBBERIZED PLAY SURFACING – 02 (5–12 AREA)	DARK GRAY & LIGHT GRAY MIX	0 SF	MIRACLE PLAY SYSTEMS / WWW.MIRACLEPLAYGROUP.COM / MATT DURIKIN / 559–545–5274	4&7/LS.0
6	PLANTING AREA – SEE PLANTING PLANS				

SITE FEATURE SCHEDULE - ADDITIVE ALTERNATE #1

FINISH	DESCRIPTION	COLOR	QUANTITY	PATTERN / INFORMATION	DET REF.
7	PLAY EQUIPMENT (2–5)	COBALT CHARTREUSE & YELLOW	0 EA	MIRACLE PLAY SYSTEMS / WWW.MIRACLEPLAYGROUP.COM / MATT DURIKIN / 559–545–5274	----
8	PLAY EQUIPMENT (5–12)	COBALT CHARTREUSE & YELLOW	0 EA	MIRACLE PLAY SYSTEMS / WWW.MIRACLEPLAYGROUP.COM / MATT DURIKIN / 559–545–5274	----
9	PICNIC TABLES / MODEL: 101FSS OR EQUAL	NATURAL	0 EA	OUTDOOR CREATIONS / WWW.OUTDOORCREATIONS.COM / CHAD SMITH / 530–365–6106	6/LS.1
10	ACCESSIBLE PICNIC TABLES / MODEL: 101FSS OR EQUAL	NATURAL	0 EA	OUTDOOR CREATIONS / WWW.OUTDOORCREATIONS.COM / CHAD SMITH / 530–365–6106	6/LS.1
11	THICKENED SIDEWALK EDGE AT PLAY AREA	NATURAL	36 LF		7/LS.0
12	12" WIDE CONCRETE MOW CURB	NATURAL	54 LF	MEDIUM BROOD FINISH PERPENDICULAR TO PATH OF TRAVEL / TOOLED SCORE JOINTS AS SHOWN ON PLANS	4/LS.0
13	PEDESTRIAN LIGHTING		6 EA	PER ELECTRICAL ENGINEER'S PLANS	----
14	REMOVABLE BOLLARDS / MODEL: 400/S–1SL OR EQUAL	BLACK	2 EA	DUNOR / WWW.DUNOR.COM / CASEY HILBERT – ROSS REC / 831–345–8113	9/LS.0
15	WASTE RECEPTACLE ENCLOSURE / MODEL: #RC 2064PL OR EQUAL	CHARCOAL	1 EA	KETTLE CREEK / WWW.KETTLECREEK.COM / 800–527–7848	2/LS.2
16	DOGG–POI PET WASTE STATION	DISPENSER–BLACK BAGS–GREEN	1 EA	DOOGIE WALK BAGS, INC. / WWW.DOOGIEWALKBAGS.COM / 877–364–2247	8/LS.0
17	BIKE RACKS / MODEL: THE TUKUM FLAT BAR BIKE RACK OR EQUAL	BLACK	4 EA	HUNTOO SITE FURNISHINGS / WWW.HUNTOO.COM / 800–547–5909	2/LS.1

SHEET NOTES (THIS SHEET ONLY)

A LIMIT OF WORK FOR ADDITIVE ALTERNATE #1 IMPROVEMENTS.



1"=500'

O'DELL
ENGINEERING



NO.	DATE	BY	REVISION MADE
4	7/23/24	TF	SITE REVISIONS

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call: TOLL FREE 1 (800) 227-2600

NOTE:
ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

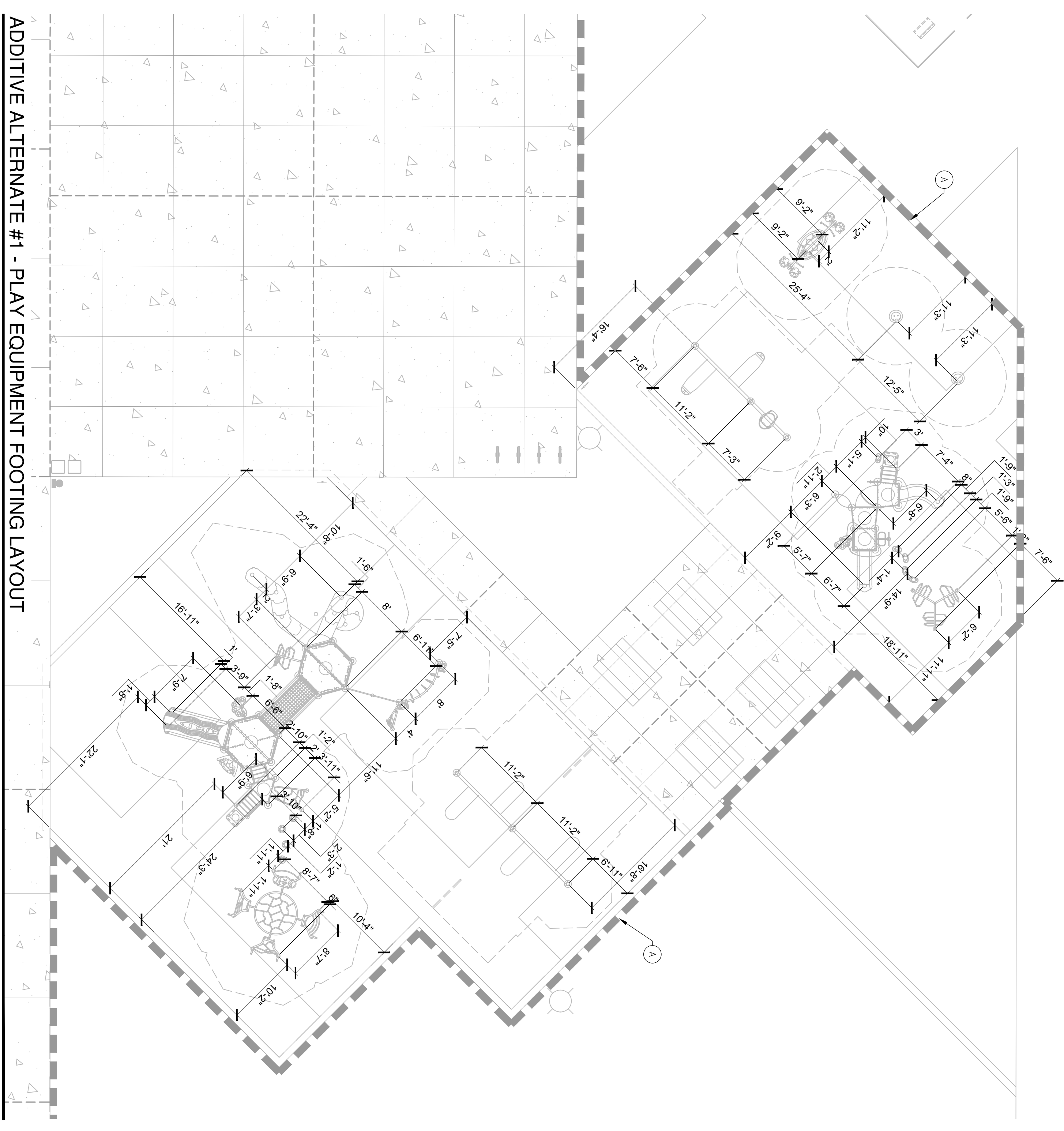
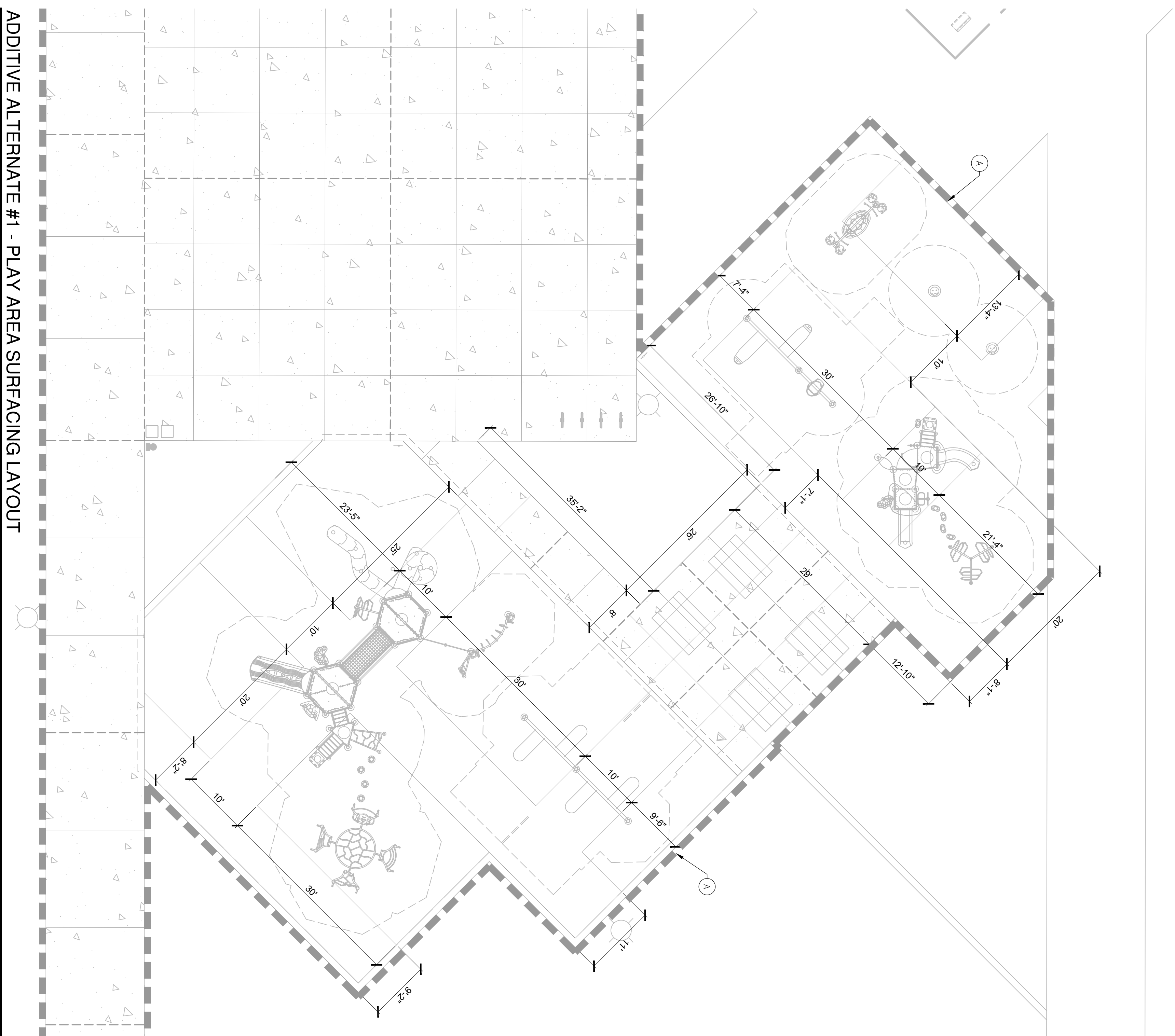
City of Merced
ENGINEERING
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 365-6946

SITE FEATURES AND FINISHES
PLAN - ADDITIVE ALTERNATE #1

PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL

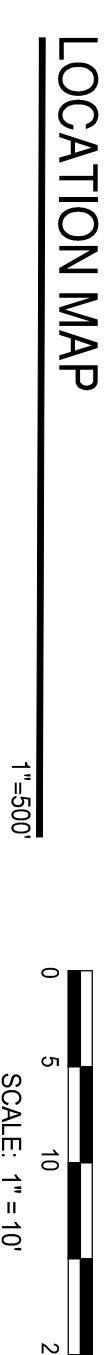
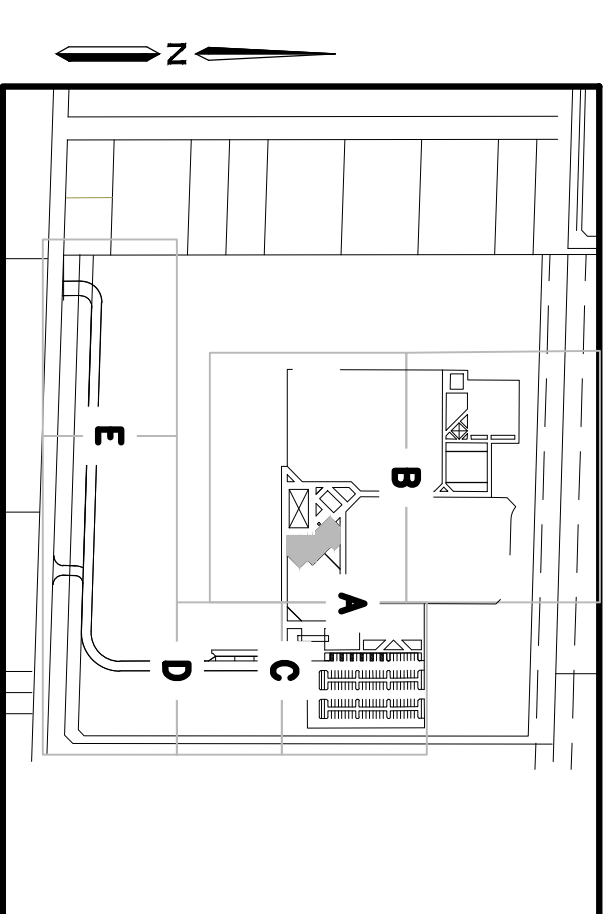
DR. BY: TF / VC
DATE: 01/12/2023
CH. BY: SK/KC/JM
DATE: 01/12/2023

File No. 40320-SF-DWG
Sheet
L1.5
28 of 75



SHEET NOTES (THIS SHEET ONLY)

- (A) LIMIT OF WORK FOR ADDITIVE ALTERNATE #1 IMPROVEMENTS



BID SUBMITTAL



DR. BY: TF / YC
DATE: 01/12/2023
CH. BY: SK/CK/JN
DATE: 01/12/2023
SCALE: 1"=10'

File No. 40320-HC.DWG
Sheet

HORIZONTAL CONTROL PLAN - ADDITIVE ALTERNATE #1

**PROJECT# 122061
LANDSCAPE IMPROVEMENT PLANS
COMMUNITY PARK-42
BID SUBMITTAL**



NOTE:
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 COMMENCEMENT OF ANY WORK.

Underground Service Alert

**TWO DAYS
BEFORE
YOU DIG**



Call: TOLL FREE 1 (800) 227-2600

[illegible]



City of Merced

EXHIBIT C

Proposal Summary Form
(to be included with proposal)



City of Merced

Proposal Summary Form (to be included with proposal)

**CITY OF MERCED- PLAYGROUND EQUIPMENT DESIGN AND INSTALLATION AT
COMMUNITY PARK 42- REGIONAL SPORTS COMPLEX**

At the time of the proposal, the following form needs to be filled in and returned with other requested materials. A unit price for the various pieces of equipment shall be used to determine final price. Proposal shall be all inclusive of all product, taxes, delivery, installation, fees, etc. All work shall include new playground installation and new playground surface, and all work shall carry worker's compensation and prevailing wage rates.

DIR Registration. City will not accept Proposals from or enter into any contract with a bidder without proof that the bidder and its Subcontractors are registered with the Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The contract with the Playground Company shall be direct with the City of Merced.
Please submit the Prices below in a sealed Envelope separate from rest of Proposal.

Vendor's Name: _____

Total Price of Submitted Playground Design (Total price includes design, products, sales taxes, delivery, installation, warranty, other associated costs):

Major Features of Submitted Playground Design: _____

Itemized list of equipment, materials, supplies and their associated cost on separate sheet.

Total Lump Sum Cost: _____

Signature _____ **Date** _____

LIST OF SUBCONTRACTORS

TO BE SUBMITTED WITH BID. The Bidder shall list the Name, Address, Email Address, License Number, Department of Industrial Relations (DIR) Number, and applicable DIR Labor Classification(s) of each subcontractor to whom the Bidder proposes to subcontract portions of the work. All work not listed below shall be done by the general contractor.

Ready-mix haulers and companies that deliver ready-mixed concrete for public works projects are considered subcontractors under Labor Code section 1722.1 and must register with the Department of Industrial Relations as specified in Labor Code section 1725.5.

Name: _____ Address: _____ _____ Email: _____ Work to be Performed: _____ License No.: _____ DIR Registration No.: _____ DIR Labor Classification(s): _____ _____	Name: _____ Address: _____ _____ Email: _____ Work to be Performed: _____ License No.: _____ DIR Registration No.: _____ DIR Labor Classification(s): _____ _____
Name: _____ Address: _____ _____ Email: _____ Work to be Performed: _____ License No.: _____ DIR Registration No.: _____ DIR Labor Classification(s): _____ _____	Name: _____ Address: _____ _____ Email: _____ Work to be Performed: _____ License No.: _____ DIR Registration No.: _____ DIR Labor Classification(s): _____ _____



City of Merced

EXHIBIT D

Sample Contract & Insurance Requirements

SAMPLE CONTRACT - DO NOT FILL OUT

CITY OF MERCED DESIGN BUILD AGREEMENT

This **AGREEMENT** is made as of the _____ day of _____ in the year of 20_____, by and between the following parties, for services in connection with the Project identified below.

OWNER:

City of Merced

Attn: City Manager

678 W. 18th Street

Merced, CA 95340

DESIGN-BUILDER:

(Name and address)

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Merced Applegate Zoo Request For Proposals – Design Build Project

632 W. 18th Street

Merced, CA 95340

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement;

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder (List for example, performance standard requirements, performance incentive requirements, markup exhibits, allowances, or unit prices);

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with this Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights,

copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.3.2 Owner agrees to pay Design-Builder the additional sum of _____

Dollars (\$ _____) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than _____

(_____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the “Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by (_____) days after the Scheduled Substantial Completion Date (the “LD Date”), Designer-Builder shall pay Owner _____ Dollars (\$ _____) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of One Million Eight Hundred Thousand Dollars (\$ 1,800,000.00)

(“Contract Price”), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of _____ percent (_____%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit _____ hereto.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

No additional reduction to account for Design-Builder’s Fee or any other markup.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the _____ (_____) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within twenty (20) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain _____ percent (_____%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of _____ percent (_____%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part

of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required

☐ Not Required

Payment Bond.

☒ Required

☐ Not Required

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

EXHIBIT C- INSURANCE

INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

- a. Workers' Compensation Insurance. 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 \$2,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.
- b. 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 Two Million Dollars (\$2,000,000) 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.
- c. 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.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of Two Million Dollars (\$2,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. 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).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this 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.



City of Merced

EXHIBIT E

Payment and Performance Bonds Forms

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Merced (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Merced (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Notary Acknowledgment

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