

ITEM 4.10

CITY MANAGER'S REPORT JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO BAGLEY ENTERPRISES, INC. FOR THE FUELING FACILITY ASSOCIATED WITH CIP GG 21-13 CORPORATION YARD IMPROVEMENTS**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to Bagley Enterprises, Inc. for the Fueling Facility Associated with CIP GG 21-13 Corporation Yard Improvements**

SUMMARY:

On April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 Corporation Yard Improvements to add new buildings and services to the property, including a fueling facility for City vehicles.

The plans and specifications for the construction of the fueling facility (Project) were completed by staff, and advertised on November 30, 2023 in accordance with Bidding Procedures in California Public Contract Code (PCC) 20160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened three (3) bids on December 19, 2023. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Bagley Enterprises, Inc. (Bagley) with a bid of \$335,210.

Staff requests City Council award a construction contract to Bagley for the construction of the Fueling Facility in the amount of \$335,210. Staff also requests City Council authorize a 20% construction contingency of \$67,042 for a total cost not to exceed \$402,252.

Sufficient funds were allocated in the approved Fiscal Year (FY) 2023-24 budget to award the contact.

BACKGROUND:

On April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 Corporation Yard Improvements to add additional office space, security upgrades, a fueling facility, a material handling site with storage racks and additional asphalt pavement for vehicle and foot traffic.

On December 11, 2022, City Council awarded a construction contract to construct all concrete flatwork, diking, and fuel tank footings for the fueling facility. This was a significant step towards creating a robust and efficient fueling infrastructure for the City. The construction work began promptly, and by June 2023, all the necessary concrete work had been completed. This cleared the way for installing all fueling components.

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YARD IMPROVEMENTS**

Soon thereafter, the City purchased above-ground storage tanks for gasoline, diesel and diesel exhaust fluid (DEF) and staged them for installation.

On June 23, 2023, the City received Authority to Construct (ATC) from the San Joaquin Valley Air Pollution Control District for Facility N-8591-2-0, confirming the District's approval of the Project scope and authorizing construction of the Project.

The Project will provide a service-ready fleet fueling facility for city vehicles, with one nozzle each of gasoline, diesel and DEF. The Project also includes tank placement and anchorage, and installation of pumps, piping, dispensers, hoses, nozzles and a FuelMaster electronic fuel control and inventory system.

Staff prepared bid specifications, plans and technical specifications for solicitation on November 30, 2023 in accordance with CA PCC 20160 and LMC 2.36.060. Three (3) bids were received and opened by the City Clerk on December 19, 2023, all determined to be responsive and from responsible bidders. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results-Property and Evidence Building

Contractor	Total Bid
Bagley Enterprises, Inc.	\$335,210.00
GEMS Environmental Management Services, Inc.	\$489,155.00
Air & Lube Systems, Inc.	\$492,359.25

Staff reviewed and evaluated the bids, and determined that the lowest responsible bidder is Bagley. Staff requests City Council adopt a resolution awarding a construction contract to Bagley in the amount of \$335,210 for the construction of the Project. Staff also requests City Council authorize a 20% construction contingency of \$62,042, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$402,252.

REASON FOR RECOMMENDATION:

The proposed improvements will provide a service-ready fueling facility typical of many California cities that will minimize vehicle fueling costs and provide efficient fueling operations for many City departments, including Public Works Operations and Maintenance, Police, Building and Parks and Recreation.

FISCAL IMPACT:

The proposed construction contract with Bagley is for \$335,210. A 20% construction contingency is requested in the amount of \$67,042 for a total cost not to exceed \$402,252.

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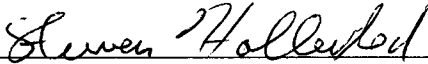
Sufficient funds were allocated in the approved Fiscal Year (FY) 2023/24 budget for CIP GG 21-13 to award the contract; therefore, no budget amendment is needed.

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to Bagley Enterprises, Inc. for the Fueling Facility Associated with CIP GG 21-13 Corporation Yard Improvements
- B. Construction Contract with Bagley Enterprises, Inc. for the Fueling Facility Associated with CIP GG 21-13, Corporation Yard Improvements

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APPROVALS:



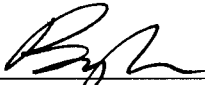
Steven Hollenbeak
Assistant Engineer

12.19.23
Date



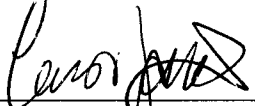
Ken Reed
Senior Construction Manager

12-19-23
Date



Brad Taylor
City Engineer

12/19/2023
Date




Cari James
Director of Finance

12/20/2023
Date



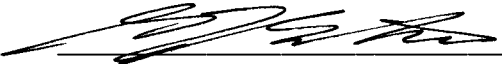
Michael King
Assistant City Manager

12-19-2023
Date



Salvador Navarrete
City Attorney

12.20.2023
Date



Stephen J. Salvatore
City Manager

1/3/23
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO BAGLEY ENTERPRISES, INC. FOR THE FUELING FACILITY ASSOCIATED WITH CIP GG 21-13 CORPORATION YARD IMPROVEMENTS

WHEREAS, on April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) PK GG 21-13 Corporation Yard Improvements to add new buildings and services to the property; and

WHEREAS, on November 30, 2023, the City solicited bids for the construction of a fueling facility (Project) to provide gasoline and diesel fuel for City-owned vehicles; and

WHEREAS, a total of three (3) bids were received and opened by the City Clerk on December 19, 2023; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Bagley Enterprises, Inc. (Bagley) with a bid of \$335,210; and

WHEREAS, staff requests City Council award a construction contract to Bagley in the amount of \$335,210 for the construction of the Project; and

WHEREAS, staff also requests Council authorize a 20% construction contingency in the amount of \$67,042 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$402,252; and

WHEREAS, sufficient funds were allocated in the approved Fiscal Year (FY) 2023/24 budget for the construction of the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to Bagley Enterprises, Inc. for the construction of the Fueling Facility Associated with CIP GG 21-13, Corporation Yard Improvements for a cost of \$335,210; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 20% construction contingency of \$67,042 for a total cost not to exceed \$402,252 for the construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project.

The foregoing resolution was passed and adopted this 8th day of January, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated January 8, 2024 is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Bagley Enterprises, Inc.**, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **CORPORATION YARD FUELING FACILITY, CIP GG 21-13** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the installation of a Hirt burner, pumps, dispenser, hanging hardware and a FuelMaster™ module and piping for the connection of all to existing above-ground gasoline, diesel and DEF tanks to provide a complete and service-ready fueling facility, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 40 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$335,210.00

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by Bagley Enterprises, Inc. on Dec. 19, 2023. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or

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continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to

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substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

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- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under *Section 00700 - 5.1A*.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

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- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

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CORPORATION YARD FUELING FACILITY
CIP GG 21-13

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PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____
Mailing Address: _____
Phone: _____
Email: _____
ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

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- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

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- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

SECTION 00500

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

CONSTRUCTION CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Assistant City Manager

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

BID PROPOSAL FORMS

Bagley Enterprises, Inc.

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: CORPORATION YARD FUELING FACILITY, CIP GG 21-13

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid or none of the work.

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

CORPORATION YARD FUELING FACILITY, CIP GG 21-13

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANT.	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	\$45424.00	\$45,424.00
2	Wayne Fueling Systems LLC - WA-3/G7209D Twin, Two-Product Remote Dispenser: Dual Hose / Dual Product: Unleaded & Diesel; Lane Oriented; Standard Speed - Up To 22 GPM; Internal Filter; Pulser; Hose Mast; Totalizer	1	LS	\$17005.00	\$17,005.00
3	Franklin Fueling Systems FE-STPAG75-VL2 -- 3/4 HP AG fixed speed STP 88-149" alcohol/gas	2	EA	\$5,067.18	\$10,134.36
4	Franklin Fueling Systems FE-R - Model R check valve, factory installed, for Veeder-Root PLLD Line Leak	2	EA	\$100.00	\$200.00
5	Franklin Fueling Systems FE-401165905 Field Installed - Siphon system when purchased w/STP	2	EA	\$514.50	\$1,029.00
6	Franklin Fueling Systems FE-STP-CBS - Single-phase control box w/lockout switch, 120 volt coil up to 2 HP	2	EA	\$349.50	\$699.00
7	Franklin Fueling Systems FE-R17-SS - Riser assy 17" SS	2	EA	\$453.00	\$906.00
8	Husky Corporation HU-5885 - 2 P/V vent-thread w/3 WCP & 8 WCV w/intern scrn	1	EA	\$696.60	\$696.60
9	Emco Wheaton Retail Corp. EW-A0084-038 - Vent P-V aluminum 3" pres 8" vac 2"NPT	1	EA	\$696.06	\$696.06
10	Morrison Bros. Co. MB-244OM-0600AVEVR - 8" 8 oz emergency vent Male thread w/o-ring EVR	1	EA	\$487.60	\$487.60
11	Morrison Bros. Co. MB-244OM-0700AVEVR - 8" 16 oz emergency vent Male thread w/o-ring EVR	1	EA	\$548.04	\$548.04
12	Morrison Bros. Co. MB-244OM-0200 AV - 6" 8 oz emergency vent Male thread w/o-ring	1	EA	\$284.20	\$284.20
13	Morrison Bros. Co. MB-244OM-0400AVEVR - 6" 16 oz emergency vent Male thread w/o-ring EVR	1	EA	\$333.62	\$333.62
14	Morrison Bros. Co. MB-715-TT3-3MBB-0 - 3" 10 gal top connection w/3" AL M QD adaptor, BR ball valve, hand pump	2	EA	\$4133.36	\$8,266.72
15	Morrison Bros. Co. MB-715-VR30 AK - 3" vapor recovery kit, includes cap, adapter & 2 clamps	1	EA	\$607.64	\$607.64
16	Morrison Bros. Co. MB-715-S400 AS - Four-leg stand f/715 10 gal remote fill box, powder coated steel	2	EA	\$883.24	\$1,766.48
17	Morrison Bros. Co. MB-9095AA3300AVEVR - 3" pressure fill overfill prevention valve, aluminum body w/3" Female threaded x 6" Female threaded connections, CARB EVR	2	EA	\$1,883.04	\$3,766.08

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

18	Morrison Bros. Co. MB-9095ATM0300 AK - 3" manual test mechanism Includes A, B & AA 0300 top, aluminum w/3" male quick disconnect x 6" female threads	2	EA	\$495.20	\$990.40
19	Morrison Bros. Co. MB-918C-2000AGEVR - 2" clock gauge less alarm box, male threads, drop tube float, blank face	2	EA	\$1,236.50	\$2,473.00
20	Morrison Bros. Co. MB-419-03081TEVR - 3" x 7'-9" aluminum drop tube CARB EVR approved	2	EA	\$265.66	\$531.32
21	Morrison Bros. Co. MB-419-02061TEVR - 2" x 6' aluminum drop tube CARB EVR approved	4	EA	\$152.66	\$610.64
22	Morrison Bros. Co. MB-419E-0200AEEVR - 2" drop tube extender, CARB EVR approved	2	EA	\$49.42	\$98.84
23	Franklin Fueling Systems FX-FF20X18HMXM346 - Fireflex 2" x 18" Male x Male swivel flex connector	3	EA	\$398.60	\$1,195.80
24	Franklin Fueling Systems FX-FF15X18M346X2F - Fireflex 1-1/2 x 18 M346 swivel x 2 FNPT flex connector	3	EA	\$322.08	\$966.24
25	S. Bravo Systems, Inc. BR-A6210-1 - Pedestal-mount f/Reliance Select above-ground dispenser sump epoxy galvanealed steel	1	EA	\$2,955.12	\$2,955.12
26	S. Bravo Systems, Inc. BR-BK-A6000 - Boss-mount bracket for product valves	2	EA	\$173.68	\$347.36
27	S. Bravo Systems, Inc. BR-BK-B2 - X & Y axis adjustable stabilizer bracket for vapor valve for VR emergency valve bracket	1	EA	\$153.48	\$153.48
28	S. Bravo Systems, Inc. BR-B-33-3-2-1.5 - Flexible 3, 2 & 1-1/2 combo fitting	2	EA	\$137.92	\$275.84
29	S. Bravo Systems, Inc. BR-EBS - Electrical bulkhead seal f/3/4 & 1 conduit	2	EA	\$74.78	\$149.56
30	OPW Retail Fueling OP-10BHMP-5830 - 1-1/2 male top double poppet emergency valve	2	EA	\$402.02	\$804.04
31	OPW Retail Fueling OP-60VSP-1001 - 1 x 1-1/2 vapor line shear valve poppeted	1	EA	\$357.08	\$357.08
32	Emco Wheaton Retail Corp. EV-A4005EVR-052 - EVR balance vapor recovery nozzle black EV-A4005EVR-052-C CORE - EVR Balance recovery nozzle	1	EA	\$942.08	\$942.08
33	Emco Wheaton Retail Corp. EV-A4119EVR-020 - Coaxial SafeBreak coupling valve EVR EV-A4119EVR-020-C CORE - Coaxial SafeBreak coupling valve	1	EA	\$224.40	\$224.40
34	ContiTech USA, Inc. GD-BALVEN-096-00 - 8' Premier ULTRA coaxial hose w/venturi	1	EA	\$613.28	\$613.28
35	ContiTech USA, Inc. GD-BAL-048-00 - 4' Premier ULTRA coaxial w/o venturi whip hose	1	EA	\$333.08	\$333.08
36	Emco Wheaton Retail Corp. EV-A4041-001 - Coaxial splitter, island mount, alum	1	EA	\$233.64	\$233.64

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

37	OPW Retail Fueling OP-11A-0100 - Leaded spout non VR nozzle - green	1	EA	\$169.68	\$169.68
38	Husky Corporation HU-350 - VI F multi-plane swivel 3/4 M x F	1	EA	\$70.74	\$70.74
39	Husky Corporation HU-3360 - 3/4 x 3/4 reconnectable Safe-T-Break	1	EA	\$208.80	\$208.80
40	ContiTech USA, Inc. GD-FSB3/4-012-MXMS-00 - NEW STYLE 3/4"x1' Flexsteel hardwall hose MxMS-BLK	1	EA	\$98.46	\$98.46
41	ContiTech USA, Inc. GD-FSB3/4-102-MXMS-00 - NEW STYLE 3/4"x8.5' Flexsteel hardwall hose MxMS-BLK - 20022089	1	EA	\$172.56	\$172.56
42	Syn-Tech Systems, Inc. - Fuel Master FM-FMU3505PLUSG - Prokee 2.4 FMU – gray Includes: 4 Hose Control; Configured For AIM 2.4 / AIM T1; Island Card Reader; Wired Ethernet Ready	1	LS	\$14,607.95	\$14,607.95
43	Veeder Root VR1-860190-120 - TLS4 console, CDIM, color touch screen display, UL	1	EA	\$6,633.75	\$6,633.75
44	Veeder Root VR1-333434-001 - TLS4 application software, 12 inputs must order one per console	1	EA	\$6,155.62	\$6,155.62
45	Veeder Root VR1-332813-001 - TLS-450 universal input/output interface module / UIOM w/ 5 dry contact output relays, 4 low voltage dry contact inputs, 5 high voltage inputs	1	EA	\$2,992.45	\$2,992.45
46	Veeder Root VR1-330020-832 - External Printer for TLS4 Series Console (Epson Model: TM-T88V)	1	EA	\$2,210.60	\$2,120.60
47	Veeder Root VR1-330020-839 - Wall Mounting Bracket f/External Printer f/TLS4 Series Consoles	1	EA	\$248.40	\$248.40
48	Veeder Root VR1-846397-307 - MagPlus 8' in-tank inv only w/water detection, HGP probe	1	EA	\$4,363.07	\$4,363.07
49	Veeder Root VR1-846397-305 - MagPlus 7' in-tank inv only w/water detection, HGP probe	1	EA	\$4,363.07	\$4,363.07
50	Veeder Root VR1-846397-605 - MagPlus 7' in-tank inv only no water detection, HGP probes	1	EA	\$4,363.07	\$4,363.07
51	Veeder Root VR1-846400-014 - Mag Plus install kit 4 float alt fluid 10' cable	1	EA	\$775.80	\$775.80
52	Veeder Root VR1-846400-110 - Mag Plus install kit 2 float gasoline 10' cable	1	EA	\$1,492.50	\$1,492.50
53	Veeder Root VR1-849600-011 - Mag probe install kit diesel 4 float 10' cable	1	EA	\$914.38	\$914.38
54	Morrison Bros. Co. VR1-312020-952 - 4" riser cap and ring kit for probe	3	EA	\$305.60	\$916.80
55	Veeder Root VR1-312020-984 - Above ground installation kit	3	EA	\$370.80	\$1,112.40
56	Veeder Root VR1-794380-208 - Sump sensor w/12' cable	3	EA	\$711.00	\$2,133.00

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

57	Veeder Root VR1-794390-420 - Interstitial sensor f/steel tank w/16' cable	2	EA	\$1,259.98	\$2,519.96
58	Diversified Distribution, Inc. VR1-312020-928 - 2" interstitial sensor riser cap & adaptor kit, single port hole	2	EA	\$140.32	\$280.64
59	Veeder Root VR1-790091-001 - Overfill alarm, Steel Pole Mount / Install and Connect AC Power	1	EA	\$1,884.34	\$1,884.34
60	Veeder Root VR1-790095-001 - Alarm acknowledgement switch	1	EA	\$1,157.37	\$1,157.37
61	SE TANK DECAL PACKAGES – UNLEADED and DIESEL	1	LS	\$336.00	\$336.00
62	Signage and Additional Decals	1	LS	\$144.00	\$144.00
63	Morrison Bros. Co. MB-710-0200 1V - 2" solenoid valve (Viton) w/120/60 volt AC coil	2	EA	\$2,110.00	\$4,220.00
64	Morrison Bros. Co. MB-346DI-0500 AV - 2 external emergency valve ductile iron	2	EA	\$630.52	\$1,261.04
65	Jomar International, Ltd. SE-100-108LH - Jomar 2 brass ball valve full port locking handle	2	EA	\$146.42	\$292.84
66	PMP Corporation SE-62632 - STI flush mount fuel pump (SS2249PS-EN) shutdown E-Stop w/surface cover & alarm	2	EA	\$407.92	\$815.84
67	Hirt Combustion Engineers, Inc. HV-VCS-100-2 - Hirt VaporTek system f/AG tank EVR II	1	LS	\$38,922.95	\$38,922.95
68	Hirt Combustion Engineers, Inc. HV-M40 - 48" legs for VSC-100	1	EA	\$1,285.04	\$1,285.04
69	Hirt Combustion Engineers, Inc. HV-P65 - 1/4" check valve f/ground mount only	1	EA	\$601.66	\$601.66
70	Wayne Fueling Systems LLC WA-D3/G7101D - DEF compact single, remote dispenser island-oriented less filter w/cap; Single Product – DEF Compact Remote Dispenser; Island Oriented; Pulsar; Hose Mast; Totalizer; Solenoid Valve; 20" Pedestal w/ Containment	1	LS	\$10,933.34	\$10,933.34
71	OPW Retail Fueling OP-60V-DEF - DEF shear valve	1	EA	\$620.80	\$620.80
72	OPW Retail Fueling OP-21GU-0400 - DEF nozzle Wayne Bennett (standard)	1	EA	\$517.50	\$517.50
73	OPW Retail Fueling OP-21GU-H15 - DEF 15' hose assembly Wayne	1	EA	\$337.26	\$337.26
74	OPW Retail Fueling OP-21GU-SSB - DEF SS swivel & reconnectable breakaway	1	EA	\$380.96	\$380.96
75	Franklin Fueling Systems FE-403469901 - DEF 60Hz, single phase, VL1 69-102 variable length	1	EA	\$6,976.30	\$6,976.30

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

76	Franklin Fueling Systems FE-STP-CBS - Single-phase control box w/lockout switch, 120 volt coil up to 2 HP	1	EA	\$345.18	\$345.18
77	Franklin Fueling Systems FEP-403408931, Check valve DEF, spare part	1	EA	\$539.26	\$539.26
78	Franklin Fueling Systems FE-403409931 - 1/2 bypass relief valve	1	EA	\$774.69	\$774.69
79	Franklin Fueling Systems FE-403713921 - Single phase electrical kit includes STP-CBS (208-240V pump control with 120V coil, p/n 400818921) & 25 uF/370V Capacitor (p/n 400170936, for use with DEF-PMA150A)	1	EA	\$450.47	\$450.47
80	Jomar International, Ltd. SE-100-968 - 2" SS ball valve	1	EA	\$354.80	\$354.80
81	OPW Retail Fueling OP-23-0033 - 2" aluminum tank vent	1	EA	\$59.44	\$59.44
82	KleerBlue Solutions SE-SBD 911178 - 2" Male SS compatible Drybreak f/ToDo	1	EA	\$116.00	\$116.00
83	Veeder Root VR1-846397-607 - MagPlus 8' in-tank inv only no water detection, HGP probes	1	EA	\$4,188.54	\$4,188.54
84	Veeder Root VR1-846400-104 - Mag Plus install kit 2 float alt fluid 5' cable	1	EA	\$1,241.98	\$1,241.98
85	Place 1,000 Gallon Poly DEF Tank and Provide / Install Snyder Industries Cable Anchor Kit	1	LS	\$2,215.60	\$2,215.60
86	Steel Bollards per CFC 312	23	EA	\$334.00	\$7,682.00
87	Provide Slope Under Feet of Existing Gasoline and Diesel Tanks – Grout or Steel Plate	1	LS	\$4,444.00	\$4,444.00
88	Provide / Install 100A Subpanel	1	LS	\$4,444.00	\$4,444.00
89	Secure Existing Gasoline and Diesel Tanks to PCC Slab	1	LS	\$4,444.00	\$4,440.00
90	LCT - Dispenser Vapor Return, including Sump, Sensor and ¼" Copper Tubing & PCC Removal	1	LS	\$5,849.00	\$5,849.00
91	Elevated Pipe Stands and Surface Level Uni-Struts, Including Hardware	1	LS	\$16,667.00	\$16,667.00
92	Electrical and Data Conduit	1	LS	\$6,944.00	\$6,944.00
93	2" Stainless Steel Piping	250	LF	\$45.33	\$11,332.50
94	Electrical and Data Wiring	1	LS	\$7,000.00	\$7,000.00
95	Install NEMA 3 Cabinet (36" x 30" x 12") for Electrical SubPanel, VR Monitor and Hirt Burner Controls	1	LS	\$2,500.00	\$2,500.00

SECTION 00300

**CORPORATION YARD FUELING FACILITY
CIP GG 21-13**

BID PROPOSAL FORMS

96	Start-Up / Air District Commissioning	1	LS	\$9,600.00	\$9,600.00
97	Coordination with San Joaquin County Environmental Health	1	LS	\$1,511.00	\$1,511.00
98	City Employee Training	1	LS	\$4,800.00	\$4,800.00
99	Project Commissioning per Lathrop Manteca Fire District	1	LS	\$3,200.00	\$3,200.00
	TOTAL BID				\$ 335,210.00

TOTAL BID : \$335,210.00_____

TOTAL BID IN WORDS : Three hundred thirty five thousand two hundred ten dollars and no cents

A handwritten signature in black ink, appearing to be 'C. B. Myers', is written over the text area.

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:

Bagley Enterprises, Inc.
2370 Maggio Circle #4
Lodi CA 95240

- (2) Bidder's telephone number:
- 209-367-4800

- (3) Bidder's fax number:
- 209-367-5424

- (4) Bidder's Contractor's License (Class):
- A B HAZ C-61 (D21, D34, D40)

License No.: 774802Expires: 2/29/2024

- (5) Person who inspected site of proposed work for Contractor's firm:

Name: Eric Molgaard Date of Inspection: 12/7/2023

- (5) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Replace UDC and Dispensers	\$124,965	San Joaquin County Fleet Services, Kevin Myose P O Bx 1810 Stockton CA 209-953-7508
Replace Dispensers	\$58,864	San Joaquin County Fleet Services, Kevin Myose P O Bx 1810 Stockton CA 209-953-7508
CHP Tracy, Install Fuel Island	\$314,827	Lusardi Construction, Aaron McCoy 6375 Clark Av, Dublin CA 714-414-0286
City of Madera Fire Station 58 Install Fuel Tank & TMS	\$51,415	Davis Moreno Construction, Ben Romero 4720 N Blythe Fresno CA 559-275-9410
Santa Cruz Auto Shop Install Fuel Tank & TMS	\$167,500	Katch Environmental Renee Serrano 929 L St Fresno CA 559-292-6653

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. <u>Not Applicable at this time</u>	_____	_____	_____ _____
2. _____	_____	_____	_____ _____
3. _____	_____	_____	_____ _____
4. _____	_____	_____	_____ _____
5. _____	_____	_____	_____ _____
6. _____	_____	_____	_____ _____

Note: Attach additional sheets if required.

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

ADDENDA

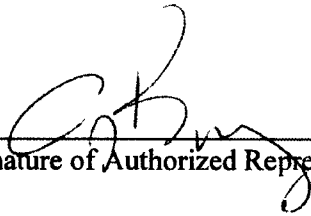
Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

N/A

Respectfully submitted,

December 18, 2023
Dated

Bagley Enterprises, Inc
Legal Name of Firm


Signature of Authorized Representative
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

CA

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Joseph Bagley - President, Secretary, Treasurer and Manager, 2370 Maggio Cir #4 Lodi CA 95240

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Bagley Enterprises, Inc.

as PRINCIPAL, and Western Surety Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 340,000.00.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **CORPORATION YARD FUELING FACILITY, CIP GG 21-13**

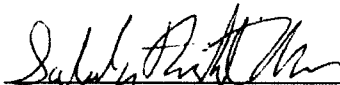
NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 19th day of December, 2023.

_____ (Seal)

_____ (Seal)

Address: _____

 (Seal)
Salvador Richard Mena, Attorney
In Fact for Western Surety (Seal)

Address: 151 North Franklin, 17th Floor

Chicago, IL 60606



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

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66895646

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Salvador Richard Mena

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bagley Enterprises, Inc.

Obligee: City of City of Lathrop, Department of Public Works

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

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

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

If Bond No. 66895646 is not issued on or before midnight of March 18th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

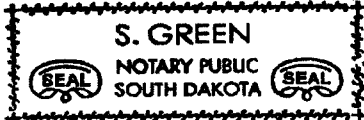
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 19th day of December, 2023

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 19th day of December, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of December, 2023

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF CA)
)
COUNTY OF San Joaquin) ss.

Andy Bagley, being first duly sworn, deposes and says that he or she is

Project Manager of Bagley Enterprises, Inc the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature] 12/19/2023
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of San Joaquin
State of California

Subscribed and sworn to (or affirmed) before me
on this 19 day of December, 2023, by
Andrew Bagley, proved to
me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

SEE
Seal ATTACHED

Signature [Signature]

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1–6 below)
- See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

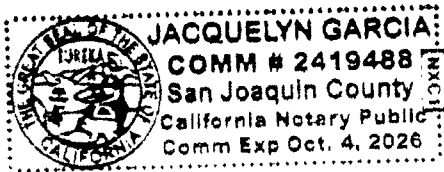
[Signature]
 Signature of Document Signer No. 1

[Signature]
 Signature of Document Signer No. 2 (if any)

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

State of California
 County of San Joaquin

Subscribed and sworn to (or affirmed) before me
 on this 19 day of December, 2023,
 by Andrew Bagley
 (1) _____
 (and (2) _____),
 Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *[Signature]*
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Proposal Forms
 Document Date: 12/19/2023 Number of Pages: 13
 Signer(s) Other Than Named Above: N/A

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

SECTION 00670

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

WARRANTY BOND

WARRANTY BOND ACKNOWLEDGMENT

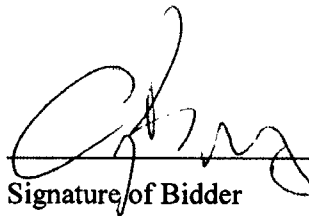
TO the City of Lathrop

The undersigned guarantees the construction and installation of the work included in this project.

A Warranty Bond similar to the provided Warranty Bond Form on the following page is required to be submitted prior to project acceptance by the City. The Warranty Bond shall be ten percent (10%) of the final contract amount. The Bond will be effective for one (1) year, beginning with the date of project acceptance.

If any of the work is defective, due to faulty workmanship, materials furnished or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within one year after the date on which this contract is accepted by the City after relief from maintenance, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring the project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair the work completely without cost to the City so that the work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If the City elects to have the work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned fails or refuses to comply with his obligations under this warranty, the City shall be entitled to all costs and expenses, including attorney's fees.


Signature of Bidder

12/19/2023

Date



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **774802**

Entity **CORP**

Business Name **BAGLEY ENTERPRISES INC**

Classification(s) **B C61/D21 C61/D34 C61/D40 A
HAZ**

Expiration Date **02/29/2024**

www.csib.ca.gov





BAGLEY ENTERPRISES, INC.
LIQUID HANDLING SOLUTIONS

Capability Statement

Core Competencies

Our primary product lines include:

- ✓ Aboveground Gasoline, Diesel, and Lube Storage Tanks
- ✓ Gasoline and Diesel Dispensing Systems
- ✓ Tank Management Systems
- ✓ Fuel Management Systems
- ✓ Fuel Filtration (Turbo Filtering & Purification of Diesel Fuel)
- ✓ Pumps, hose reels, nozzles, metering devices, gauges, and all associated petroleum equipment
- ✓ Waste Oil Collection Systems
- ✓ Lubrication Systems
- ✓ Motor Vehicle Maintenance & Repair Shop Equipment
- ✓ Installation, Inspections, Maintenance, and Repair of Petroleum Related Equipment:

Past Performance



Advantage!
Online Shopping

GSA Contract Holder GS-07F-0462Y
Since 2012



CA Department of
Transportation



VA Palo Alto Health
Care System, CA



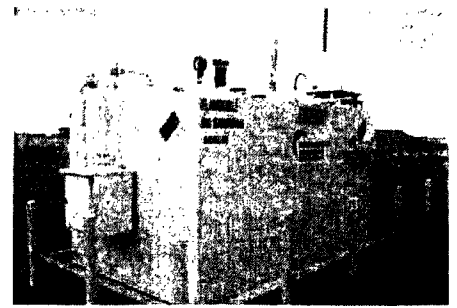
San Joaquin
Regional Transit



San Joaquin County, CA

Differentiators

- Established in 1985, experienced in design, furnish, and install of fuel systems
- VA-CVE Certified
- Manufacturers Certified
- International Code Council (ICC) Certified
 - ✓ UST Designated Operator
 - ✓ UST/AST Service Technician/ Installation/Retrofitting
 - ✓ AST Vapor Recovery



Company Data

Bagley Enterprises, Inc.

Phone: (209) 367-4800
Toll Free: (877) 833-4800
Fax: (209) 367-5424
Email: sales@bagleyenterprises.com
Website: www.bagleyenterprises.com
Address: 2370 Maggio Circle #4
Lodi, CA 95240

Work Area: Nationwide

Federal Data

CAGE Code: 57AQ1
DUNS #: 92-7077974
SAM: Active
Designation: SDVOSB (Service Disabled Veteran Owned Small Business)
GSA: GS-07F-0462Y
FSC's: 4250, 4930 & 5430
NAICS: 238910, 332311, 333914, 811310
ANCRA, NEW and OLMS
Legacy SINS: 253 24, 253 40, 253 90, 253 99, 361 20A, 361 24, 361 27, 361 99 & 56 500

State Data

CA License: 774802 A, B, HAZ
C-61 (D21, D34, D40)
CA DIR#: 1000012690
CMAS: 4-20-56-0051C



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