



City of
Los Banos
At the Crossroads of California

520 J Street Los Banos, CA 93635

Charles Bergson, P.E.
Public Works Dir/City Engineer
Telephone (209) 827-7056
<http://www.losbanos.org>

11/19/2024
Letter # 001

**Notice of Intent to Award
Ag Sports Complex
Pickleball Courts**

Notice is hereby given that the City of Los Banos intends to award a contract to:
Frontline General Engineering Construction, Inc.

The proposed award is the result of the department's invitation for bid listed below:

Ag Sports Complex Pickleball Courts

This notice constitutes compliance with the State Contracting Manual sections 5.65 A and 6.10 A. Any protests concerning this proposed award must be filed with the City of Los Banos Department of Public Works, 411 Madison Ave., Los Banos, CA 93635 by 5:00 PM on November 25, 2024.

A copy of the lowest bidder's proposal can be found at the following link:

<https://losbanos.org/news/advertisement-for-bids-construction-of-ag-sports-complex-pickleball-courts/>

Bid Form

TO: City of Los Banos
520 J Street
Los Banos, CA 93635

In compliance with the Advertisement for Bids the undersigned, as bidder, hereby offers to provide to the Owner, in accordance with the terms and conditions in the provisions set forth in the Contract Documents the stated total bid amount quoted on this Bid Form for the work of

AG Sports Complex Pickleball Courts

Total Bid Amount: \$ 1,591,381.340

one million five hundred ninety-one thousand three hundred eighty-one dollars and thirty-four cents
(Total Bid Amount in Written Form)

The undersigned certifies under penalty of perjury under the laws of the State of California and the United States of America, that the above quotation constitutes a bona-fide offer for the work, that undersigned is a duly authorized representative of the company listed, that the quotation is in no way sham or collusive, and that the executed Agreement between the bidder and Owner constitutes acceptance of bidder's total bid for the work stated in the Contract Documents. The undersigned has read the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents. The undersigned further certifies, under penalty of perjury that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The undersigned acknowledges receipt of the following addenda: N/A

Signature:  Date: 11/07/24

Print Name: Jesus Pedroza Title: President

Name of Business: Frontline General Engineering Construction, Inc

Doing business as: (Circle One): An Individual A Partnership A Corporation

Business Address: 16440 Ashland Ave, San Lorenzo, CA 94580

Telephone No.: (510) 954-0739 Fax No.: N/A

E-Mail Address: estimating@frontlinegeconstruction.com

License Number: 1047164 Class & Expiration Date: 01/31/26

List of Subcontractors

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid of \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Project: **AG Sports Complex Pickleball Courts**

The following work will be performed (or provided) by the following subcontractors, and coordinated by bidder:

Bid Item No.	Description of Work to be Performed	Percent of Total Contract	Subcontractor's License No.	DIR Registration No.	Subcontractor's Name and Address
37, 38 B-5	Electrical	27.21%	1083608	2000004665	MBF Electric 12162 Carnegie Dr, Tracy, CA 95377
15	Surfacing	3.65%	773811	1000003156	First Serve Productions Inc 1550 Ridgemore Drive, Meadow Vista, CA 95722

Equal Employment Opportunity

Contractor hereby certifies that bidder and subcontractors

- ☒ Have
☐ Have Not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Non-Collusion Affidavit
PUBLIC CONTRACT CODE 7106

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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 to fix any overhead, profit, or cost element of the bid price, 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 association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Debarment and Suspension Certification
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions to an additional sheet of paper and include with the bid.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate on an additional sheet of paper to whom it applies, initiating agency, and dates of action.

NPDES/MS4 Compliance Certification

All construction projects within the City limits must comply with the National Pollutant Discharge Elimination System (NPDES) storm water regulation adopted by the EPA and the Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit requirements, regardless of size.

The City is required under these permits to provide information to Contractors performing work within City limits about training opportunities to assist in managing potential pollutants from construction –related activities, selection, installation, implementation, and maintenance of Best Management Practices (BMPs), as well as overall program compliance. The City has provided such information and helpful links on their website at <http://www.losbanos.org/city-government/departments/public-works/>, under the Storm Water Management Plan tab.

The Bidder acknowledges that they are aware of the necessity to be in compliance with the NPDES and MS4 permits while working within City limits, and that information regarding such is available on the City's website.

Note: The above certifications are part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Experience

Bidder shall identify three (3) most recently completed projects similar to work described in these Contract Documents.

	1	2	3
Project Title	Capri ES PH1	Mount Diablo State Park Bicycle Lane	San Ramon Valley High School Fire Lane Improvement
Public Agency	Campbell Union HSD	Natural Resources Agency of California	San Ramon Valley USD
Address	3235 Union Avenue San Jose, CA 95124	1300 N Gate Rd Clayton, CA 94598	501 Danville Blvd Danville, CA 94526
Telephone No.	(408) 410-5989	(279) 499-1261	(925) 552-2960
Engineer in Charge	Christopher Garcia	Merrilee Byrnes	Rick Kendrick
Project Value (\$)	\$709,745.00	\$745,683.00	\$295,856.00
Date Accepted	06/2024	06/2024	07/2024
Claims Filed?*	N/A	N/A	N/A

* If yes, please explain below:

N/A

**Bid Schedule
For
AG Sports Complex Pickleball Courts**

Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices and understands that the quantity of work shown is approximate only. The schedule shall be completed by the bidder with the unit and lump sum prices entered in numerals. The extensions shall be made by the bidder. In case of discrepancy between the unit prices and the extension thereof, the unit price shall be considered as correct when evaluating bids.

ITEM NO.	ITEM	QUANTITY AND UNIT		UNIT PRICE	AMOUNT
1	Project Start-Up	1	LS	166,602.350	166,602.350
2	Erosion Control	1	LS	20,435.830	20,435.830
3	Demolition	1	LS	60,427.630	60,427.630
4	Rough Grading	1	LS	33,239.600	33,239.600
5	Soil Off-Haul	1	LS	36,082.400	36,082.400
6	Catch Basin	14	EA	2,400.900	33,612.600
7	Pop-up Bioretention Drain	1	EA	1,672.390	1,672.390
8	Clean Out	1	EA	1,982.320	1,982.320
9	Sold Drain Line, 6"	300	LF	58.940	17,682.000
10	Sold Drain Line, 8"	280	LF	76.690	21,473.200
11	Perforated Drain Line, 6"	120	LF	64.050	7,686.000
12	French Drain	125	LF	76.810	9,601.250
13	Bioretention Soil and Drain Rock	1,385	SF	20.750	28,738.750
14	Post-Tensioned Concrete Slab	17,340	SF	15.140	262,527.600
15	Court Surfacing	17,340	SF	4.950	85,833.000
16	Concrete Pavement	5,460	SF	11.640	63,554.400
17	Asphalt Pavement	225	SF	17.310	3,894.750
18	Concrete band, 1' wide	1,500	LF	39.520	59,280.000
19	Chain Link Fence, 6' Tall with Slats	280	LF	142.280	39,838.400
20	Chain Link Fence, 6' Tall	440	LF	136.680	60,139.200
21	Chain Link Fence, 4' Tall	760	LF	142.610	108,383.600
22	Chain Link Gate, 6' Tall	3	EA	3,885.470	11,656.410
23	Chain Link Gate, 4' Tall	6	EA	3,310.470	19,862.820
24	Bench	10	EA	2,995.170	29,951.700
25	Court Bench	2	EA	3,322.350	6,644.700
26	Picnic Table	6	EA	2,022.850	12,137.100
27	Trash Receptacle	1	EA	2,052.750	2,052.750
28	Storage Container	1	EA	2,450.940	2,450.940
29	Windscreen	435	LF	8.560	3,723.600
30	Pickleball Court Net, Post, and Anchor	9	EA	3,137.530	28,237.770
31	Ball Wall	1	LS	27,487.080	27,487.080

32	Bollard	2	EA		2,087.510		4,175.020
33	Entry Sign	1	EA		11,713.900		11,713.900
34	Court Rules Sign	3	EA		2,779.080		8,337.240
35	Court Number Sign	3	EA		916.890		2,750.670
36	Accessible parking	1	LS		8,823.000		8,823.000
37	Site electrical: conduit/feeder and pull boxes	1	LS		101,804.220		101,804.220
38	PG&E conduit re-route and boxes	1	LS		28,997.900		28,997.900
39	Irrigation	1	LS		55,191.240		55,191.240
40	Soil Preparation	8,000	SF		2.350		18,800.000
41	Shrub, 1 gallon	101	EA		74.870		7,561.870
42	Shrub, 5 gallon	269	EA		108.700		29,240.300
43	Tree	8	EA		1,281.430		10,251.440
44	Mulch	10,655	SF		0.700		7,458.500
45	Root barrier	70	LF		42.570		2,979.900
46	Plant Establishment	3	MO		4,968.000		14,904.000
47	Dog Park Irrigation & Planting Restoration	1	LS		11,500.000		11,500.000

TOTAL: \$ 1,591,381.340

B-1	Shade Structure, type 1	1	LS		51,758.350		51,758.350
B-2	Shade Structure, type 2	1	LS		50,744.050		50,744.050
B-3	Shade Structure, type 3	1	LS		65,002.180		65,002.180
B-4	Shade Structure, type 4	1	LS		82,807.480		82,807.480
B-5	Site Electrical: pole lights, push-buttons, panel, cabinet, wiring, and cables	1	LS		508,748.050		508,748.050

Note: The representations made herein are made under penalty of perjury. Any information contained in the bid which is proven false shall be considered nonresponsive and this bid shall be rejected.

Bid Bond

We, Frontline General Engineering Construction, Inc.

as Contractor, and Granite Re, Inc. dba Granite Surety Insurance Company

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment

of the penal sum of Ten Percent of Bid Amount

Dollars (\$ 10%),

lawful money of the United States. Contractor has submitted the accompanying bid proposal

for the construction of: **AG Sports Complex Pickleball Courts**

If the Contractor is awarded the contract and enters into a written agreement, in the form prescribed by the Owner, at the price designated by Bid Schedule, and files a payment bond and performance bond with the Owner, or substitute security in lieu thereof, in the time and manner specified by the Owner, and carries all insurance in type and amount which conforms to the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

Executed on

November 7th , 2024

(Seal if Corporation)

Frontline General Engineering Construction, Inc.

Contractor

By: [Signature]

Title CEO

[SIGNATURE SHEET CONTINUES ONTO NEXT PAGE]

Any claims under this bond may be addressed to:

Granite Re, Inc. dba Granite Surety Insurance Company (name and address of Surety)

14001 Quailbrook Dr.

Oklahoma City, OK 73134

Grant Willes - Federated Insurance

(name and address of Surety's agent for
service of process in California, if different from
above)

10850 Gold Center Drive, Suite 150

Rancho Cordova, CA 95670

209-570-5664

(phone number of Surety's agent in California)

(Attach Acknowledgment)

Granite Re, Inc. dba Granite Surety Insurance Company
Surety

By



(Attorney-in-Fact)
Kenneth D. Whittington

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California.

All bond forms must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign bond forms must file with each bond a certified and effective dated copy of their power of attorney.

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of San Joaquin

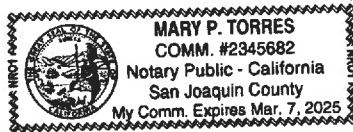
On this 6th day of November, 2024, before me Mary P. Torres - Notary Public personally appeared
Here insert Name and Title of Officer

Jesus Pedroza, who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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

Mary P. Torres
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 7 day of November, 2024 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Bethany J. Alred
Notary Public

GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

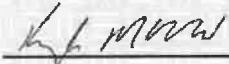
In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

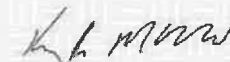
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
November 7 , 2024 .





Kyle P. McDonald, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
OAKLAND

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Granite Re, Inc.
to conduct business in California under the operating name
Granite Surety Insurance Company

of Minnesota, organized under the laws of Minnesota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 15th day of July, 2020,*
I have set my hand and caused my official seal to be affixed this
15th day of July, 2020.



Ricardo Lara
Insurance Commissioner

By

Valerie Sarfaty
Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.