

City of Merced Fuel Delivery Services Agreement

1. Parties and Term

This Fuel Delivery Services Agreement (“Agreement”) is by and between the City of Merced, a California Charter Law Municipal Corporation, located at 678 West 18th Street, Merced, California 95340 (“City”) and Van De Pol Enterprises, Inc., located at 4895 S. Airport Way, Stockton, CA 95206 (“Vendor”) and is entered into on this _____ day of _____, 2025.

This Agreement will commence on July 1, 2025 and end on June 30, 2027 but may be extended upon the mutual, written agreement between both parties for one-to-three additional periods of one-year, ending on June 30, 2030. This Agreement allows for fueling delivery services to be provided to all City fuel dispensing sites for diesel or unleaded fuel from vendor fueling delivery services operations located at 1450 G Street, Merced, California. This will include fueling delivery services for six City of Merced fixed fuel dispensing locations as well as various other generator sites, see Attachment 2 for details.

2. Note—This Agreement Applies to Fuel Delivery Services Only

This Agreement does not alter any current agreements between the parties for fuel card-lock services.

3. Fuel Type/Locations - Vendor shall deliver the following fuel commodities for fuel deliveries. See Attachment 2 for Fuel Delivery Locations and estimated annual quantities.

- Clear Diesel
- Renewable Diesel (Off Road Use)
- Regular Unleaded (87 Octane)

Note: Fuel deliveries made to the applicable fuel tank locations listed in Attachment 2 shall be during normal working hours which are Monday through Friday, 8AM to 3PM no holidays or after hour deliveries.

4. Fuel Cost

In accordance with the attached request for proposal response, fuel costs shall be based upon a single firm differential price above or below the rack average Stockton, CA price for Regular and Premium Unleaded and Ultra Low Sulfur Diesel fuel as posted in the Oil Price Information Services (OPIS) or OPIS equivalent. See Attachment 1 for detailed pricing.

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5. Invoicing/Reconciliation

All fuel delivery invoices shall be provided to Public Works Administration, located at 1776 Grogan Ave. as soon as possible after each fuel delivery. Fuel delivery reconciliation shall be required as requested by Public Works Administration to verify fuel delivery quantities are accurate.

6. Payment

City payments should occur within 30 days upon receipt of invoicing.

7. Termination of Services

Termination of this Agreement may occur at any time by either party but must be given a written 30 day notice.

8. Entire Agreement

This Agreement and the exhibits hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

9. Counterparts.

This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

10. Authority to Execute.

Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

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

a. General Liability.

(i) Vendor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) Vendor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.

b. Automobile Insurance.

(i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

c. Qualifications of Insurer.

The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

(i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

(ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

d. Certificate of Insurance.

Vendor shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Vendor's insurance policies are not current.

City of Merced Fuel Delivery Services Agreement

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

CITY:
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Craig Cornwell 12/24/2024
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

City of Merced Fuel Delivery Services Agreement

VENDOR:
VAN DE POL ENTERPRISES, INC.

BY: DocuSigned by:
Thomas R Van De Pol
49E3B24341C84E2...
(Signature)
Tom Van De Pol

(Typed Name)

Its: Treasurer
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-2428381

ADDRESS: 4895 S Airport Way, Stockton CA

TELEPHONE: 209-944-9115

FACSIMILE: _____

E-MAIL: tom@vandepol.us

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Attachment 1

Detailed Pricing

Fuel Tank Locations	Fuel Tank Size	Fuel Type	Approximate Annual Gallons	Firm Differential Pricing Per Gallon
Public Works Corp Yard 1776 Grogan Ave	3- 12,000 gallon USTs (11630 gal @100% full)	Clear Diesel	230,000	-\$0.10
Fire Station 51 99 E. 16 th Street	1- Split tank Convault (1500 & 500 gal)	Clear Diesel	12,000	+\$0.15
Fire Station 53 800 Loughborough Dr WWTP	1- 500 gal Convault	Unleaded (87 Octane)	5,000	+\$0.15
10260 Gove Rd.	1- 500 gal Convault	Clear Diesel	4,500	+\$0.15
Fire Station 55 3520 N. Parsons Ave	1-5000 gal Convault	Renewable Diesel Rd99 or Rd100	12,000	+\$0.15
Fire Station 52 1400 Falcon Way	1- 500 gal Convault	Clear Diesel	3,000	+\$0.15
		Clear Diesel	2,500	+\$0.15

DIESEL Total Tax Fees	\$0.460559 + 8.25% sales tax
GAS Total Tax Fees	\$0.602168 + 8.25% sales tax

Total Clear Diesel 252,000

Total Unleaded 5,000

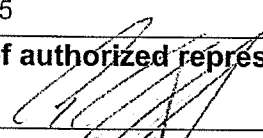
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Attachment 2

Fuel Delivery Locations

Fuel Tank Locations	Fuel Tank Size	Fuel Type
Public Works Corp Yard 1776 Grogan Avenue	3- 12,000 gallon USTs (11630 gal @100% full)	Clear Diesel
Fire Station 51 99 E. 16 th Street	1- Split tank Convault (1500 & 500 gal)	Clear Diesel Unleaded (87 Octane)
Fire Station 53 800 Loughborough Dr	1- 500 gal Convault 1- 2000 gal Convault	Clear Diesel Unleaded (87 Octane)
WWTP 10260 Gove Rd.	1- 5000 gal Convault	Renewable Diesel
Fire Station 55 3520 N. Parsons Ave	1- 500 gal Convault	Clear Diesel
Fire Station 52 1400 Falcon Way	1- 500 gal Convault	Clear Diesel
Various City Generator Locations	2000 gal Convaults or other smaller day tanks	Renewable Diesel

FUEL DELIVERY PRICING

Name of Company submitting quote for service: Van De Pol Enterprises, Inc	Address: 1450 G Street Merced, CA / Corporate Office 4895 S. Airport Way Stockton, CA
Authorized representative: Curtis Thornhill	Title or Position: VP of Commercial Products
Contact phone number: 209-944-9115	E-mail Address: curtis@vandepol.us
Signature of authorized representative: 	Date: 12/16/2024

Note: Based upon the annual fuel consumption average for the various fuel types/locations listed below please state your bid cost per gallon for deliveries made for each fuel tank listed in the column labeled **FIRM DIFFERENTIAL PRICING PER GALLON STOCKTON MUST BE OPIS RACK AVG INCLUDING CAP-AT-THE-RACK AND LCFS.**

Fuel Tank Locations	Fuel Tank Size	Fuel Type	Approximate Annual Gallons	FIRM DIFFERENTIAL PRICING PER GALLON
Public Works Corp Yard, 1776 Grogan Ave.	3- 12,000 gallon USTs (11630 gal @100% full)	Clear Diesel	230,000	-\$0.10
Fire Station 51, 99 E. 16 th Street	1- Split tank Convault (1500 & 500 gal)	Clear Diesel Unleaded (87 Octane)	12,000	+\$0.15
			5,000	+\$0.15
Fire Station 53, 800 Loughborough Dr	1- 500 gal Convault	Clear Diesel	4,500	+\$0.15
WWTP 10260, Gove Rd.	1-5000 gal Convault	Renewable Diesel Rd99 or Rd100	12,000	+\$0.15
Fire Station 55, 3520 N. Parsons Ave	1- 500 gal Convault	Clear Diesel	3,000	+\$0.15
Fire Station 52, 1400 Falcon Way	1- 500 gal Convault	Clear Diesel	2,500	+\$0.15

Bidders are to list the per gallon cost for the applicable taxes and fees used at invoicing:

Diesel Tax or Fee	Cost Per Gallon	Unleaded Tax or Fee	Cost Per Gallon
Federal ULSD L.U.S.T.	\$0.00	Federal Eth Excise	\$0.00
Federal ULSD Excise	\$0.00	Federal ULSD L.U.S.T.	\$0.00
Federal ULSD Environmental/Oil Spill Fee	\$0.002035	Federal Environmental/Oil Spill Fee	\$0.001928
AB 32 Fee	\$0.00	AB 32 Fee	\$0.00278
CA ULSD Excise	\$0.454	CA Eth Excise	\$0.59600
CA ULSD Oil Spill	\$0.004524	CA Eth CLPP Fee	\$0.00146
CA UST Fee	\$0.00	CA UST Fee	\$0.00
ULSD Total Tax Fees	8.25%	Gasoline Sales Tax Rate	8.25%
Clear Diesel Sales Tax Rate	\$0.460559 + 8.25% sales tax	GAS Total Tax Fees	\$0.602168 + 8.25% sales tax