

General Info

Alt Total: \$1,055,566.51

Total:

\$4,694,440.77

Number	Description
24-03-C	Elkhorn Recharge Facility
Deadline 10/08/2024 02:00 PM PDT	The work consists of, in general, of the construction of an approximately sixty-acre recharge basin and stockpile area at the site including basin excavation, compacted stockpile placement, placement of excess basin material, conveyance channel excavation, cast-in-place and precast concrete structures, furnishing and installing slides gates, propeller meters, rubber gasketed reinforced concrete pipe (RGRCP), County road crossing, and all other miscellaneous items to complete the work described in the Plans and Specifications to provide for a fully functioning recharge basin.
Vendor G&J Heavy Haul	
Submitted 10/08/2024 01:44 PM PDT	Allows zero unit prices and labor
Signed by Drew Thompson	Yes
Account Holder Drew Thompson	Allows negative unit prices and labor
	Yes
Opened 10/08/2024 02:16 PM PDT By jwongsing@fresnocountyca.gov	

Attachment List

Project Website
RFC form, bid opening details, any Supplemental Information
including RFC responses, prebid conference information, etc.

Plans (11 MB)
Plans (11 MB)

Specifications (11 MB)
Specifications (11 MB)

Proposal to the County of Fresno - Proposal 1

Proposal to the County of Fresno

hereinafter called the Owner

ELKHORN RECHARGE FACILITY
500 E. ELKHORN AVE.
CARUTHERS, CA 93609

The work embraced herein shall be done in accordance with the 2023 Standard Specifications and with the 2023 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled "Project Details" of the book entitled "Specifications."

The work to be done is shown on a set of Plans, Department File No. 11330, entitled: "Elkhorn Recharge Facility".

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and they propose and agree if this proposal is accepted, that they will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that they will take in full payment therefor the following unit prices, to-wit:

Bid Item List - Proposal 2

\$3,638,874.26

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	1	LS	Mobilization/Demobilization, Bonds, Insurance & Permits	\$635,987.10	\$635,987.10
2	1	LS	Job Site Management	\$22,000.00	\$22,000.00
3	1	LS	Traffic Control	\$13,059.07	\$13,059.07
4	1	LS	Storm Water Pollution Prevention Plan (SWPPP) - Preparation and Implementation	\$40,007.00	\$40,007.00
5	1,500	\$	State Water Resources Control Board - Notice of Intent	\$1.00	\$1,500.00
6	1	LS	Dust Control Plan (DCP) - Preparation and Implementation	\$66,818.40	\$66,818.40
7	25,000	\$	Supplemental Work Allowance	\$1.00	\$25,000.00
8	1	LS	Site Demolition at Well Sites	\$19,003.93	\$19,003.93
9	800	LF	Remove and Dispose of Existing PVC Irrigation Pipe Sections	\$11.93	\$9,544.00
10	150	LF	Remove and Dispose of Existing Asbestos Cement Pipe Section	\$58.37	\$8,755.50
11	1	LS	Clearing and Grubbing of Vegetation	\$22,913.00	\$22,913.00
12	93,160	CY	Removal of Top Soil in Basin Area and Compacted Placement in Stockpile Areas	\$2.64	\$245,942.40
13	1	LS	Crush Demolished Soil Cement and Compacted Placement in Stockpile Areas	\$9,398.40	\$9,398.40
14	17,270	CY	Conveyance Channel Excavation and Compacted Placement in Stockpile Areas	\$4.31	\$74,433.70
15	11,440	CY	Basin Excavation and Compacted Placement on Basin Levee	\$2.64	\$30,201.60
16	519,810	CY	Basin Excavation and Compacted Placement in Stockpile Areas	\$2.64	\$1,372,298.40
17	1	LS	Construct Liberty Canal Turnout / Conveyance Channel Inlet Structure	\$447,952.77	\$447,952.77
18	1	LS	Construct Conveyance Channel Outlet / Basin Inlet Structure	\$382,264.17	\$382,264.17
19	8,207	LF	Furnish & Install Chain Link Fence	\$23.26	\$190,894.82
				Total: \$3,638,874.26	

Item No.	Quantity	Unit	Item Description	Item Price	Extension
20	1	EA	Furnish & Install Chain Link 24-foot Double Drive Gate	\$5,500.00	\$5,500.00
21	1	EA	Convert Existing Central Well Site to a Monitoring Well	\$7,700.00	\$7,700.00
22	1	EA	Convert Existing Northwest Well Site to a Monitoring Well	\$7,700.00	\$7,700.00
Total:					\$3,638,874.26

Additive 1

\$266,106.72

Item No.	Quantity	Unit	Item Description	Item Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
A11	1	LS	Additional Mobilization/Demobilization, Bonds, Insurance & Permits	\$2,925.12	\$2,925.12
A12	99,690	CY	Basin Excavation and Compacted Placement in Stockpile Area D1 (N-S)	\$2.64	\$263,181.60
				Alternate Total: \$266,106.72	Total: \$266,106.72

Additive 2

\$250,488.56

Item No.	Quantity	Unit	Item Description	Item Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
A21	1	LS	Additional Mobilization/Demobilization, Bonds, Insurance & Permits	\$2,988.56	\$2,988.56
A22	93,750	CY	Basin Excavation and Compacted Placement in Stockpile Area D2 (E-W)	\$2.64	\$247,500.00
				Alternate Total:	\$250,488.56
				Total:	\$250,488.56

Additive 3

\$538,971.23

Item No.	Quantity	Unit	Item Description	Item Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
A31	1	LS	Additional Mobilization/Demobilization, Bonds, Insurance & Permits	\$6,430.43	\$6,430.43
A32	201,720	CY	Basin Excavation to ultimate depth and Placement of Excess Basin Material	\$2.64	\$532,540.80
				Alternate Total:	\$538,971.23
				Total:	\$538,971.23

Evaluation of Bid Item List - Proposal 3

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, "Abbreviations," of these special provisions.

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Bid Security - Proposal 4

Bond Percentage

10.00%

Guarantee Method *

Cash, Cashier's Check,
Certified Check, Paper Bid
Bond

Cash, Cashier's Check, Certified Check, Paper Bid Bond

Confirmation *

I have provided a Paper Bid Bond for the Bid Security Amount above prior to the solicitation deadline.

You must either attach an electronic bid bond here or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)) to the office location according to the instructions in the Notice to Bidders **prior to** the bid opening.

Addendum Acknowledgement - Proposal 4

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

(Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

Type N/A if no addenda were issued. Click "+" to add additional fields.

Addendum No. *

1 - Request for Clarification Responses and Clearing and
Grubbing Areas

Dated *

10/4/2024

Bidder Signature - Proposal 4

Business Name *

G&J Heavy Haul

Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true name of firm.

Type of Business *

Corporation - list Officers

Business Owners and Officers Names *

Jesse Archer - Vice President
Gordie Archer - President
Jenny Archer - Secretary

Note: If bidder or other interested person is:

- *a corporation, list names of the president, secretary, treasurer and manager thereof*
- *a partnership, list names of all individual co-partners composing firm.*
- *an individual, state first and last name in full.*

Names of Owners and Key Employees *

Jesse Archer - Vice President
Gordie Archer - President
Jenny Archer - Secretary
Brad Goebel - Superintendent

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively promoting the contract. (SB1439)

Licensed in accordance with an act providing for the registration of Contractors:

Class *

C-12

Contractor License No. * Expires *

1016495 7/31/2026

DIR Registration Number *

1000028010

Business Address *

10810 Avenue 184, Tulare, CA

Zip Code *

93274-9514

Mailing Address *

10810 Avenue 184, Tulare, CA

Zip Code *

93274-9514

Business Phone *

(559) 649-6328

Fax Number

(559) 684-1937

E-mail Address *

Jesse.Archer@gjheavyhaul.com

Signature of Bidder *

Jesse Archer

Dated *

10/8/2024

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, bidder signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Noncollusion Declaration - Proposal 5

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

I am the (Choose one of the following options): *

Owner

If Corporate Officer please list Title:

Vice President

of (Business Name): *

G&J Heavy Haul Inc.

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, and has not paid, and will not pay, any person or entity for that purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2024,

Date: *

10/8/2024

at City, State: *

Tulare, California

Signature: *

Jesse Archer

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

*NOTE: Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code - Proposal 6-7

Public Contract Code Section 10285.1 Statement - Proposal 6

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

Choose an option: *

Has not been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire - Proposal 7

In conformance 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?

Choose an option: *

No

If the answer is No, please type N/A. If the answer is Yes, explain the circumstances in the following space. *

N/A

Public Contract Code Section 10232 Statement - Proposal 7

In conformance 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-years period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid 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.

Subcontractors - Proposal 8(a)

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith. Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

Famico Corp DBA A-One National Fence

Business Address *

4038 S. Cedar Ave, Fresno CA 93725

Class

C-13

License No. *

965967

DIR Registration No. *

1000025181

Item No. or Description of Work *

Fencing and Drive Gate

Dollar Amount:

OR

Percentage of Total Bid:

\$178,545.00

Email Address:

A1nationalfence@yahoo.com

Subcontractors - Proposal 8(b)

Optional: Vendor is not required to complete.

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work, California contractor's license number and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, all are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE. OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

Central Valley Reinforcing Inc.

Business Address *

PO Box 9669, Fresno, CA 93793

Class

C-50

License No. *

887206

DIR Registration No. *

1000002691

Item No. or Description of Work *

Rebar Furnishing and Installation

Dollar Amount:

OR

Percentage of Total Bid:

\$36,400.00

Email Address:

Vzamora@cvmfresno.com



California Code of Regulations: General Requirements for In-Use Off-Road Diesel-Fueled Fleets - Proposal 9

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Choose all that apply:

- Bidder's Certificate of Reported Compliance has been attached to the bid.
- Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).
- Listed subcontractors' certificates have been attached or will be submitted within five (5) calendar days of the bid opening.
- The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):

A-1 National Fence Inc

Central Valley Reinforcing Inc.

FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.

Proposal 10-18

NOT USED

Guaranty - Proposal 19

Optional: Vendor is not required to complete.

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting their bid.)

G U A R A N T Y

To the Owner: County of Fresno

CONTRACT NUMBER

The undersigned guarantees the construction and installation of the following work included in this project: 24-03-C

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said 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 Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said 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 Owner.

Date: *

10/8/2024

Name (Printed): *

Jesse Archer

Signature: *

Jesse Archer

Title: *

Vice President

Contractor: *

G&J Heavy Haul Inc.

Required Documents

Name	Omission Terms	Submitted File
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	G&J - CARB Certificate_Offroad Diesel Vehicles.pdf
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

Additional Documents (Use if needed)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Not Required Extra Space if needed	Extra space not needed	TRUCRS CERT 2024.docx
Not Required Extra Space if needed	Extra space not needed	I am not enclosing this document because the omission terms have been met.
Not Required Extra Space if needed	Extra space not needed	I am not enclosing this document because the omission terms have been met.
3 Required Documents		

California Environmental Protection Agency
Air Resources Board

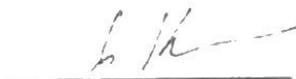
January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

G AND J HEAVY HAUL, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jark Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

137949

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



TOKIOMARINE
HCC

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

Bond Number: BB2024220

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, G & J Heavy Haul, Inc.

_____ (hereinafter
called Principal), as Principal, and U.S. Specialty Insurance Company

_____, a corporation organized and existing under the laws of California,
(hereinafter called Surety) as Surety, are held and firmly bound unto County of Fresno

_____ (hereinafter called Obligee) as Obligee, in the penal sum of Ten
_____ percent (10 %) of amount bid not to exceed

Seven Hundred Seventy Thousand & 00/100 Dollars (\$770,000.00) for the
payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit
a proposal to the Obligee on a contract for Elkhorn Recharge Facility

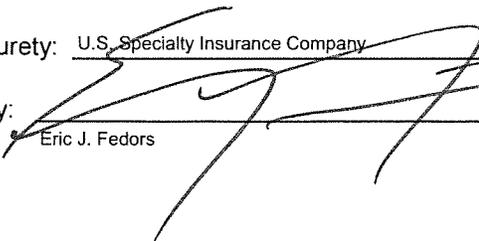
NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as
may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do
so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure
up to and not exceeding the penal sum of the bond.

Signed and sealed this 7th day of October, 2024.

Principal: G & J Heavy Haul, Inc.

By: 

Surety: U.S. Specialty Insurance Company

By: 
Eric J. Fedors Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

U.S. Specialty Insurance Company

801 South Figueroa Street, Suite 700

Los Angeles, CA 90017

Attention: Eric J. Fedors

Tel: (310) 649-0990

E-mail: EFedors@tmhcc.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO }

On 10/7/24 before me, NHUNG H. SAEPHAN Notary Public,
Date (here insert name)

personally appeared Eric J. Fedors,

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

ERIC J FEDORS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2024220 issued in the course of its business and to bind the Company thereby, in an amount not to exceed Seven million and 00/100 (\$7,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.



U.S. SPECIALTY INSURANCE COMPANY

By: _____

Adam S. Pessin, Senior Vice President

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 Los Angeles

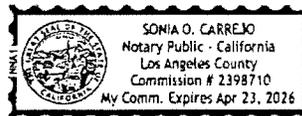
On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of October, 2024.

Bond No. BB2024220

Agency No. 18730



Kio Lo, Assistant Secretary



TOKIO MARINE
HCC

Fraud Warnings and Privacy Notice

Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN CALIFORNIA

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.



TOKIO MARINE
HCC

Fraud Warnings and Privacy Notice

APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN OREGON

Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

APPLICABLE IN VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NOTICE TO NEW YORK APPLICANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

FACTS

WHAT DOES TOKIO MARINE HCC DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information may include:

- Account and transaction information;
- Contact and demographic information;
- Financial information;
- Claims information; and
- Credit history.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Tokio Marine HCC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Tokio Marine HCC share?	
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

Do I limit or opt out of sharing?

- Call (888) 688-0775 — our menu will prompt you through your choice(s).
- Email us online: privacypolicy@tmhcc.com.

Please note:

When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Do I have a choice?

Call (888) 688-0775 or send us an email at privacypolicy@tmhcc.com.

Who is providing this notice?	Tokio Marine HCC is the trading name of HCC Insurance Holdings, Inc.
How does Tokio Marine HCC protect my personal information?	To protect your personal information from unauthorized access and use, we maintain reasonable administrative, technical and physical safeguards designed to protect your personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.
How does Tokio Marine HCC collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> ■ Sign up for and use our services, including when you choose to provide us with your information online or offline; ■ Interact with our website and mobile applications; ■ Obtain an insurance product from us through a broker, where we may collect personal information from your broker in order to prepare your quote and/or your insurance policy; and/or ■ Submit an insurance claim, so we can properly handle your claim. We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness; ■ affiliates from using your information to market to you; and ■ sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Our affiliates include our family of companies, available at https://www.tokiomarinehd.com/en/company/about/group.html.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include categories of companies such as insurance companies.</i>
For more information, please review our privacy policy, located at https://www.tmhcc.com/en-us/legal/privacy-policy .	