

Fresno County Department of Public Works and Planning

Bid Item List - Proposal 2

Contract #

24-13-C

Contract Name

Traction Ranch Monitoring Well

Bid Items

Item ID	Quantity	Unit	Unit Price	Total
Description				
1	1	LS	\$ 25,000.00	\$ 25,000.00
Mobilization/Demobilization				
2	580	LF	\$ 45.00	\$ 26,100.00
Test Hole Drilling				
3	1	LS	\$ 3,200.00	\$ 3,200.00
Geophysical Logging				
4	330	LF	\$ 30.00	\$ 9,900.00
Testhole Reaming				
5	860	LF	\$ 18.00	\$ 15,480.00
Blank Well Casing - 2-Inch, ASTM F-480-88A Sch. 40 PVC				
6	20	LF	\$ 30.00	\$ 600.00
Well Screen - 2-Inch, ASTM F-480-88A Sch. 40 PVC w/0.030" Slot Size				
7	480	LF	\$ 45.00	\$ 21,600.00
Gravel Envelope and Intermediate Seals				
8	100	LF	\$ 45.00	\$ 4,500.00
Cement Annular Seal				
9	1	LS	\$ 6,000.00	\$ 6,000.00
Well Development				

Item ID	Quantity	Unit	Unit Price	Total
Description				
10	1	LS	\$ 1,800.00	\$ 1,800.00
Surface Completion				
11	1	HR	\$ 575.00	\$ 575.00
Standby Time				
12	1	LS	\$ 5,000.00	\$ 5,000.00
Site Clean-up, Restoration, and Records				
13	10,000	\$	\$1	\$10,000
Supplemental Work				
Bid Items Total:				\$129,755.00

EVALUATION OF BID PROPOSAL ITEM LIST

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

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond (X); Certified Check (); Cashier's Check (); Cash (\$)

Addenda Acknowledgement

Bidder has and acknowledges the following addenda: none

Bidder Signature

Business Name Bradley & Son's, Inc

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.

Business Owners and Officers Names Rick Bradley-President Rod Bradley - Vice President Ginger Pringle - 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 Rick Bradley - President. Rod Bradley - Vice President

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-57 Contractor License No. 41478 Expires 03-31-2026

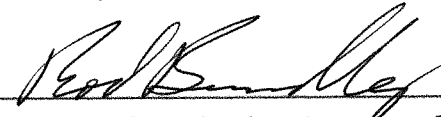
DIR Registration Number 1000017461

Business Address: 3625 S. Highland Ave. 93616
Zip Code

Mailing Address: 3625 S. Highland Ave
Zip Code

Business Phone: (559) 441-1401 Fax Number: (559) 441-1199

Email Address rodb@bradleyandsonsdriilling.com

Signature of Bidder:  Dated: 10-09-2024

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, his or her 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.

To the Department of Public Works and Planning, County of Fresno:

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

I am the Owner _____ of
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

Bradley & Son's, 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 10-09, 2024,

at Del Rey, CA
[city] [state]

(Signature) 

(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

Public Contract Code Section 10285.1 Statement

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 has _____, has not X 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.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. 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

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?

Yes _____ No X

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

Public Contract Code 10232 Statement

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-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 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.

Proposal 7
Contract Number 24-13-C

BIDDER: Bradley & Son's, Inc

SUBCONTRACTORS:

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: <u>Pacific Surveys LLC</u>
Business Address: <u>4456 Via Saint Ambrose Claremont, CA 91711</u>
Class ____ License No. <u>Service Provider</u> DIR Registration No. <u>1000014306</u>
Item No. or Description of Work: <u>Geophysical Logging</u>
Dollar Amount <u>3,200.00</u> OR Percentage of Total Bid <u>3%</u>
Email Address: <u>shop@pacificsurveys.com</u>
SUBCONTRACTOR: _____
Business Address: _____
Class ____ License No. _____ DIR Registration No _____
Item No. or Description of Work: _____
Dollar Amount _____ OR Percentage of Total Bid _____
Email Address: _____

TITLE 13, CALIFORNIA CODE OF REGULATIONS § 2449(I) GENERAL REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS

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):

<u>Pacific Surveys LLC</u>	_____
_____	_____
_____	_____
_____	_____

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

(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 his bid.)

G U A R A N T Y

To the Owner: County of Fresno

CONTRACT NUMBER 24-13-C

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

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.

Name (Printed): Rod Bradley

Signature: 

Title: Vice President

Date: 10-09-2024

Contractor: Bradley & Son's, Inc



Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to
American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (Name, legal status and address)

Bradley & Sons, Inc.
3625 Highland Avenue
Del Rey, CA 93616

SURETY: (Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

OWNER: (Name, legal status and address)

County of Fresno,
Seventh Floor, Fresno County Plaza Building
2200 Tulare Street
Fresno, CA 93721

BOND AMOUNT: (10% of the Bid Amount)

PROJECT: (Name, location or address, and Project number, if any) Traction Ranch Monitoring Well - Contract Number 24-13-C

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

[Signature]
(Witness to Principal)

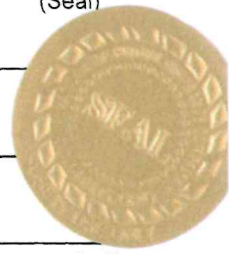
[Signature]
(Principal's Signature) (Seal)

V.P.
(Title)

[Signature]
(Witness to Surety)

Nationwide Mutual Insurance Company
(Surety)

By: [Signature]
Kim Cameron, Attorney-in-Fact



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.

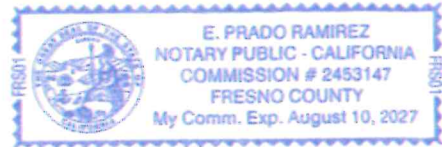
State of California
County of Fresno)

On 10/07/2024 before me, E Prado Ramirez, Notary Public
(insert name and title of the officer)

personally appeared Kim Cameron,
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 *E Prado Ramirez* (Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: JIM HUNNICUTT; KIM CAMERON;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT



STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

[Handwritten signature of Sharon Laburda]

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ____ day of _____, _____.

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**
is issued to


BRADLEY AND SONS INC.

No vehicles reported.

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**

Off-road Diesel Fleet Identification

250249


Jack Klowski
Chief, Mobile Source Control Division
California Air Resources Board

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