

# QUOTE

Printed: 10/20/2021

County of San Bernardino  
 777 E Rialto Ave  
 San Bernardino, CA 92415

Required	<b>Quote ID</b>  <b>00017790</b>
Promise Date:	
Bid Number: ANE221-ANE2C-4360	
Department: CIP	

<b>V E N D O R</b>	Yellow Jacket Drilling Services, LLC 9460 Lucas Ranch Road Rancho Cucamonga , CA 91730
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<b>S H I P T O</b>	County of San Bernardino Architecture & Engineering 385 N. Arrowhead Ave. San Bernardino, CA 92415-0184
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Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	Requesting bids for the Riparian Area Piezometer Installation Project. State Contractor's Class C-57 License is required. Construction estimate is \$151,200.	1.00	EA	\$ 150,960.00	\$ 0.00	\$ 150,960.00
					TOTAL:	\$ 150,960.00

REVISED BID PROPOSAL

PROJECT: Riparian Area Piezometer Installation Project

LOCATION: 7000 Merrill Avenue, Chino, California

OWNER: San Bernardino County

BID OPENING: October 20, 2021 at 10:00 a.m

BIDDER: Yellow Jacket Drilling Services, LLC

Proposal # (CA) DK21-2990

San Bernardino County  
Real Estate Services Department -Project Management  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://www.sbcounty.gov/ae)

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications for the scope of work, which is to install groundwater piezometers in Chino, California and manage soil and groundwater produced, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

The following Bid Items are listed in order of priority.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

**BASE BID - UNIT PRICE BID SCHEDULE**

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
Task 1	<b>Drilling and Well Installation</b>				
Task 1A	<b>Piezometer Installation</b>				
100	Equipment Mobilization/Demobilization - CME-85 or equivalent hollow-stem auger (HSA) drill rig	EA	1	\$25,000.00	\$25,000.00
101A	Drill two (2) 10-inch diameter boreholes using HSA drill rig at depths to approximately 161 feet bgs with 5-foot continuous core barrel and/or 1.5-foot split-spoon soil samples every 5 feet or at the discretion of on-site geologist; collect groundwater grab samples via direct drive sampler approximately every 20 feet or at the discretion of on-site geologist; install dual-completion piezometers within 10-inch borehole; price to include all equipment, materials, and supplies to complete the drilling, sampling, and all required site preparation and restoration.	LF	322	\$125.00	\$40,250.00
101B	Drill two (2) 8-inch diameter boreholes using HSA at depths to approximately 31 feet bgs with 5-foot continuous core barrel and/or 1.5-foot split-spoon soil samples every 5 feet or at the discretion of on-site geologist; collect groundwater grab samples at the discretion of on-site geologist; install single-completion piezometers within 8-inch borehole; price to include all equipment, materials, and supplies to complete the drilling and all required site preparation and restoration	LF	62	\$53.00	\$3,286.00
102	Purge boreholes via bailer or pumping prior to collection of groundwater samples and/or allow groundwater to recharge in borehole	HR	8	\$300.00	\$2,400.00
103	Collect depth-discrete groundwater samples using drive-point or equivalent method	EA	16	\$400.00	\$6,400.00

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
104	Furnish and install 2-inch diameter Schedule 80 PVC well casing	LF	198	\$13.00	\$2574.00
105	Furnish and install 2-inch diameter continuous-slot 0.020" (0.5-mm) (or other specified slot size) stainless steel (Type 304 or 316) well screen with threaded cross-over and stainless-steel end cap	LF	260	\$55.00	\$14,300.00
106	Furnish and install annular materials, to include primary filter pack sand (#2/12 or other specified sieve size), transition sand (#0/30), and bentonite aquifer isolation material, in 10-inch boreholes	LF	322	\$27.00	\$8,694.00
107	Furnish and install annular materials, to include primary filter pack sand (#2/12 or other specified sieve size), transition sand (#0/30), and bentonite aquifer isolation material, in 8-inch boreholes	LF	62	\$13.00	\$806.00
108	Furnish and construct 10-inch above-grade wellhead access box with crash posts for 2-inch piezometers	LF	3	\$1,250.00	\$3,750.00
109	Furnish and construct 12-inch traffic rated flush-grade wellhead access box for 2-inch piezometers	EA	1	\$300.00	\$300.00
110	Daily travel and rentals. Includes chase truck/forklift/hopper and delivery of soil to roll-off bins and water to tanks at on-site staging area	Days	8	\$650.00	\$5,200.00
111	Standby time	HR	1	\$500.00	
<b>Task 1B</b>	<b>Well Development</b>				
112	Develop piezometers, price to include operator and mobilization and demobilization of development rig with all equipment required, including bailers, surge tools, and submersible pumps and piping	HR	60	\$325.00	\$19,000.00
113	Daily travel and rentals. Includes chase truck/forklift/hopper and delivery of water to tank at staging area	Days	6	\$500.00	\$3,000.00
<b>Task 2</b>	<b>Waste Management</b>				

Bid Item	Item Description	Unit	Qty	Unit Price	ITEM TOTAL
201A	Bin Delivery to Chino, California – up to three (3) 20-CY closed-top roll-off bins.	trip	2		\$
201B	55-gallon UN/USDOT-approved drums may be used in lieu of soil bins at Contractor's discretion	each	20	\$100.00	\$2,000.00
202	Bin Liners	each	3		\$
203	Bin Rental, per bin/per day (total is for up to 3 bins for 30 days)	day	90		\$
204	Haul Soil to CA Permitted Disposal Facility - Non-hazardous solids	trip	3		\$
205A	Disposal of Soil at CA Permitted Facility - Non-hazardous solids	ton	54		\$
205B	Disposal of Soil at CA Permitted Facility - Non-hazardous solids (55-gallon drum)	each	20	\$300.00	\$6,000.00
206	Tank Delivery - 5,000 gallon closed-top tank, including valve on inlet & outlet	each	1		\$
207	Tank Rental - 5,000 gallon closed-top tank, per tank/per day (total is for 30 days)	day	30		\$
208	Haul Liquid Wastes to CA Permitted Disposal Facility – Non-hazardous liquids	trip	1		\$
209A	Disposal of Liquid Wastes at CA Permitted Facility (non-hazardous)	gallon	5000		\$
209B	Disposal of Liquid Wastes at CA Permitted Facility - Non-hazardous liquids (55-gallon drum)	each	20	\$400.00	\$8,000.00
210	Tank Clean Out (Pressure Washer + Operator + Clean out)	tank	1		\$
211	Tank Removal - 5,000 gallon closed-top tank	each	1		\$

**Assumptions & Notes:**

- 1) Contractor must have street-legal truck-mounted AQMD-certified HSA rig capable of producing 22,000 ft-lbs. of torque or greater (e.g., CME-85 or equivalent) to complete the scope of work.
- 2) Site Location: Chino Airport, California.
- 3) Site access, scheduling, and waste profiling will be conducted by the County's on-site consultant, Tetra

Tech.

- 4) Two deep 10-inch boreholes will be drilled to 161 feet bgs with dual-completion 2-inch Sch. 80 PVC piezometers installed, and two shallow 8-inch boreholes will have single-completion 2-inch Sch. 80 PVC piezometers installed
- 5) Based on previous well installations at the Airport, it is anticipated that the pilot HSA boring will be drilled with an 8-inch auger for collecting soil and groundwater samples and 10-inch augers for well installation.
- 6) Final depths will be determined by the on-site geologist, based on analytical results, geologic formations, and depths where first water is encountered.
- 7) It is anticipated that up to 8 groundwater samples may be collected per borehole while drilling first well with up to one half hour of time to purge/bail borehole.
- 8) Additional drilling may be required for collecting groundwater samples, and the bottom borehole will be backfilled with bentonite pellets for final well installation.
- 9) Actual linear footage, number of borings and groundwater samples, and depths of wells subject to change based on conditions encountered and analytical results.
- 10) Standby time to be charged only if delay caused by the County.
- 11) Any items used in addition to units specified in this table will be billed using same unit rates provided by the Contractor
- 12) Contractor will supply necessary items to transport IDW to staging area(s). Drums may be used for temporary storage and transportation/disposal of IDW at Contractor's discretion.

The **TOTAL BASE BID SUM** of One Hundred Fifty Thousand, Nine Hundred Sixty Dollars  
Written in Words

(\$ 150,960.00 )

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

The quantities listed above are only an estimate for each of the items. The actual quantities and drilling locations encountered may be different and compensation will be based on the unit prices established above. In case of discrepancies between the "Unit Price" and the "Total Extension", the "Unit Price" shall prevail.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, Fifteen Thousand, Ninety Six Dollars (\$ \$15,096.00), made payable to the San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled “Bid Bond” with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management, 385 North Arrowhead Avenue, 3<sup>rd</sup> Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within sixty (60) days calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$1,000.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

## STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

## INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general, and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation is by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 41 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the San Bernardino County as an additional insured. All coverages shall be subject to approval by the County for adequacy of protection.

## BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

## FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the



Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

#### DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, phone number and street address of the mill, shop or office of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100), the awarding authority shall be the Director of the San Bernardino County Real Estate Services Department – Project Management, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: \_\_\_\_\_

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location</u>	<u>Phone No.</u>
Belshire Environmental Services, Inc.	Non Haz Soil & Water IDW Disposal	Foothill Ranch, CA	(949) 460-5200

ADDENDA

This bid includes Addendum No. 1 dated 10-13-21  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Bidder must acknowledge all addendums above, regardless of any acknowledgment of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding

**The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.**

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If the undersigned is a corporation, the proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

- Check One:  Sole Proprietor  
 Partnership  
 Corporation  
 Other

Name of Bidder: Yellow Jacket Drilling Services, LLC

Address: 3922 E. University Dr. Phoenix, AZ 85034 Suite 1

Phone: \_\_\_\_\_

Contractor's License No.: 1034407 Primary Class: C-57

Expiration Date of Contractor's License 12/31/2021

Social Security No. or Federal Employer ID No.: 383727439

I declare under penalty of perjury the above is true and correct.

Authorized Signature: *Richard Leblanc* Title: CEO

Print Name: Richard Leblanc Date: 10-19-2021

**BID BOND**

The makers of this bond are, Yellow Jacket Drilling Services, LLC, as Principal, and Nationwide Mutual Insurance Company, as Surety and are held and firmly bound unto the San Bernardino County, hereinafter called the Obligee, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our 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 the accompanying bid dated October 18, 2021, for the PROJECT NO. 10.10.0556 RIPARIAN AREA PIEZOMETER INSTALLATION

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Obligee as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Obligee in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 18th day of October, 2021, the name and corporate seal of each corporation.

(Corporate Seal)

Yellow Jacket Drilling Services, LLC

Principal

[Signature]

By Richard LeBlanc

Title Principal Managing Member

(Corporate Seal)

Nationwide Mutual Insurance Company

Surety

[Signature]

By Joseph Rosales

Title Attorney-In-Fact

(Attach Attorney-in-Fact Certificate)

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

On this 18th day of October, in the year 2020, before me, Rana Hatch, a Notary Public in and for said state, personally appeared Joseph Rosales, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the Nationwide Mutual Insurance Company (Surety) thereto and his own name as Attorney-In-Fact.



(SEAL)

  
\_\_\_\_\_  
Notary Public in and for said State

Commission expires: January 17, 2025

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

**BID BOND**

The makers of this bond are, Yellow Jacket Drilling Services, LLC, as Principal, and Nationwide Mutual Insurance Company, as Surety and are held and firmly bound unto the San Bernardino County, hereinafter called the Obligee, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our 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 the accompanying bid dated October 18, 2021, for the PROJECT NO. 10.10.0556 RIPARIAN AREA PIEZOMETER INSTALLATION.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Obligee as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Obligee in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 18th day of October, 2021, the name and corporate seal of each corporation.

(Corporate Seal)

Yellow Jacket Drilling Services, LLC  
Principal  
[Signature]  
By Richard LeBlanc  
Title Principal Managing Member

(Corporate Seal)

Nationwide Mutual Insurance Company  
Surety  
[Signature]  
By Joseph Rosales

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

On this 18th day of October, in the year 2020, before me, Rana Hatch, a Notary Public in and for said state, personally appeared Joseph Rosales, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the Nationwide Mutual Insurance Company (Surety) thereto and his own name as Attorney-In-Fact.



(SEAL)

  
\_\_\_\_\_  
Notary Public in and for said State

Commission expires: January 17, 2025

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



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:

RICHARD B. USHER, TAYLOR B. USHER, JOSEPH ROSALES

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

UNLIMITED

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 27th day of February, 2019.

Antonio C. Albanese

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

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, 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.



Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, 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 18th day of October, 2021

Laura B. Guy

Assistant Secretary

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:

**RICHARD B. USHER, TAYLOR B. USHER, JOSEPH ROSALES**

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

**UNLIMITED**

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 27<sup>th</sup> day of February, 2019.

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

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss  
On this 27<sup>th</sup> day of February, 2019, 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.



Suzanne C. Delio  
Notary Public, State of New York  
No. 0206612649  
Qualified in Westchester County  
Commission Expires September 16, 2021

  
Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, 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 18<sup>th</sup> day of October, 2021

Assistant Secretary

**BID BOND**

The makers of this bond are, Yellow Jacket Drilling Services, LLC, as Principal, and Nationwide Mutual Insurance Company, as Surety and are held and firmly bound unto the San Bernardino County, hereinafter called the Obligee, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our 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 the accompanying bid dated October 18, 2021, for the PROJECT NO. 10.10.0556 RIPARIAN AREA PIEZOMETER INSTALLATION

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Obligee as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Obligee in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 18th day of October, 2021, the name and corporate seal of each corporation.

(Corporate Seal)

Yellow Jacket Drilling Services, LLC  
Principal  
[Signature]  
By Richard LeBlanc  
Title Principal Managing Member

(Corporate Seal)

Nationwide Mutual Insurance Company  
Surety  
[Signature]  
By Joseph Rosales

(Attach Attorney-in-Fact Certificate)

Title Attorney-In-Fact

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

On this 18th day of October, in the year 2020, before me, Rana Hatch, a Notary Public in and for said state, personally appeared Joseph Rosales, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the Nationwide Mutual Insurance Company (Surety) thereto and his own name as Attorney-In-Fact.



(SEAL)

  
Notary Public in and for said State

Commission expires: January 17, 2025

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

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:

**RICHARD B. USHER, TAYLOR B. USHER, JOSEPH ROSALES**

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

**UNLIMITED**

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.

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IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.

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

**ACKNOWLEDGMENT**

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, 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.



Suzanne C. DeLeo  
Notary Public, State of New York  
No. 01056126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

  
Notary Public  
My Commission Expires  
September 16, 2021

**CERTIFICATE**

I, Laura B. Guy, 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 18<sup>th</sup> day of October, 2021

Assistant Secretary