



# **BID PACKET**

## **RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY**

**Highway 99/Antelope Blvd Bridge Project**

**BIDS DUE ON OR BEFORE:**

**April 19th, 2021 at 2:00 p.m.**

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## NOTICE TO CONTRACTORS

### BID SOLICITATION

CONTACT: Resource Conservation District of Tehama County  
Jon Barrett, Project Manager, Jon@tehamacountyrcd.org 530.727.1293

### Title: **Highway 99/Antelope Blvd Bridge Project**

Resource Conservation District of Tehama County (RCDTC) is seeking bids from qualified contractors for an upcoming rehabilitation/restoration project.

This Project is funded through a grant with the United States Bureau of Reclamation 's Central Valley Project Improvement Act (CVPIA). The project is located north of Antelope Bridge in East Sand Slough, in Red Bluff, CA. The project's goal is to provide habitat to endangered juvenile winter-run Chinook salmon, through the creation of low flow side channels in East Sand Slough. The project team has identified that existing Highway 36 East/Antelope Blvd bridge needs to be reinforced and concrete footing poured to support the infrastructure prior to the excavation of the overall side channel.

In general, the proposed Project includes: Excavation of material under Antelope Bridge and beyond in two separate locations to create/connect two low-flow side channels. Cast-in-place structural concrete along four bridge bents with Epoxy Coated Reinforcing Steel to be placed as reinforcement in the cast-in-place concrete. Placement of riprap Class IV protection on top of an appropriate filter layer (based on Caltrans Highway Design Manual). Cut through two abandoned utilities including a 6-inch steel sewer line and AT&T 12-duct line. The AT&T 12-duct line consists of 12 four-inch diameter clay pipes encased in concrete. All cables will be removed prior to work. All concrete, clay, steel pipe and other spoils generated from the removal of the utilities must be hauled offsite to an appropriate location. Removal of material within bridge bents and all other excavated material will be placed in spoil locations U-2 or U-4 as shown on the plans. Minimal traffic control is required while the outer bents are exposed and is shown on sheet S-102.

The Contractor shall furnish all labor, equipment, materials, supplies, material testing, and incidentals necessary to complete the Project as shown and required in the "Plans and Specifications".

The Contractor will be required to read through the environmental documents and make sure that they understand all the mitigation measures that will be required of them.

Contractors are required to attend the Pre-Bid Conference and Site Visit to be held: Monday, March 22<sup>nd</sup>, 2020 from 9:00 a.m. – 12:00 p.m. starting at **The RCDTC Office, 2 Sutter St. Suite D, Red Bluff, CA 96080**. A site walk at the project location in East Sand Slough will follow the Pre-Bid Conference. Questions will be recorded, and answers will be emailed to all contractors who attend the pre-bid conference and site visit.

A bid package and other contract documents relating to the project may be viewed beginning March 5<sup>th</sup> 2021 through April 19<sup>th</sup>, 2021 at 2:00 p.m. at **RCDTC, 2 Sutter St., Suite D, Red Bluff, CA 96080**. Copies of the bid package are available at the Shasta Builders' Exchange, [www.CIPlist.com](http://www.CIPlist.com), and the RCD website: [www.tehamacountyrcd.org](http://www.tehamacountyrcd.org).

Bids will be received at the **RCDTC office – 2 Sutter St., Suite D, Red Bluff, CA 96080** – until **2:00 p.m. on April 19th**, at which time and place all bids received will be publicly opened and



read aloud. Any bid protests shall be submitted to RCDTC no later than 12:00p.m. on the fifth business day after the date that bids are opened. Bid protests must be in writing and must set forth, in detail, the factual and legal basis for the protest. RCDTC will issue the award for the bid as soon as reasonably possible after bid opening and upon RCDTC Board of Directors decision.

All bidders will be required to furnish and pay for a satisfactory Bid Bond in the amount of not less than 10% of the total bid price. The successful bidder will be required to furnish and pay for a satisfactory Performance Bond and Payment Bond in the amount of not less than 100% of the contract price. Pursuant to the California Public Contract Code Section 22300 the Contractor may request that the Agency substitute a security in the amount of the performance retention.

The work herein described will fall into the category of public works projects for Federal and State requirements. The Contractor certifies that it is aware of and shall abide by all applicable Federal and State laws concerning the payment of prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5, 1720.4 and 1813; Public Resources Code Section 75075, as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws) which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. The terms of this provision shall apply to any subcontracted labor used in the execution of this agreement. The Contractor certifies that it and any listed subcontractors included in the bid are currently registered with the California Department of Industrial Relations per Code Section 1725.5. *A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.* The Contractor is required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for contractors performing work on public works projects.

Contractor will be responsible for following all environmental mitigation measures that all outlined in the various permits and environmental documents.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Agency or its designee, along with its request for payment, all applicable and necessary certified payrolls for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply in full with all State and Federally mandated Labor Compliance, as well as any additional documentation requested by the Agency or its designee pursuant to Labor Code Section 1720 et. seq.

The Agency shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

RCDTC reserves the right to accept the bid which is in the best interests of RCDTC even if it is not the lowest. RCDTC has the right to waive irregularities in any bid, and to reject any and all bid



proposals. Each bidder must be appropriately licensed in the State of California for this project as required by law.

For any questions regarding the Technical Plans and Specifications, please contact Jon Barrett, Project Manager 530-727-1293 or [Jon@tehamacountyrcd.org](mailto:Jon@tehamacountyrcd.org), and Vicky Dawley, District Manager 530-527-1291 or [Vicky@tehamacountyrcd.org](mailto:Vicky@tehamacountyrcd.org).



## Resource Conservation District of Tehama County Highway 99/Antelope Blvd Bridge Project

### INSTRUCTIONS TO BIDDERS

#### 1 GENERAL

- A. The prospective bidder is made aware that the Work and associated requirements for this project are defined in a series of documents collectively referred to as the Contract Documents which consist of the completed Bid Form, these Instructions to Bidders, the Agreement to which the General Conditions are attached, the Supplementary Conditions, any Special Provisions, the Plans, and then General Requirements and Technical Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract.

#### 2 WORK INCLUDED

- A. The Project is located in Tehama County, in the town of Red Bluff, CA. The project site is on Caltrans property and accessed from Sale Lane or Durango RV Park. The Project is in the immediate vicinity of the Antelope Bridge located over East Sand Slough (tributary to the Sacramento River)
- B. The Plans and Technical Specifications further defining the Work are included as Attachments F, respectively.
- C. The primary components of the Work are generally described as follows:
  - 1. Approved contractor will provide a general construction permit or exemption, a SWPP Plan, and call USA prior to any digging. All other permits will be provided to contractor. The contractor and any subcontractors will need to adhere to the conditions in all permits.
  - 2. Clearing and grubbing all work areas as necessary for construction. No trees or woody vegetation will be removed unless necessary and approved by project biologist. Elderberries must be protected and will be properly fenced prior to construction by project biologist.
  - 3. Excavate two channels spanning two bridge bents and extends throughout the rip rap section as shown on Design Plans (Plans), Sheet 3. All excavated material will be placed in Spoil locations U-2 or U-4, or stockpiled according to onsite Engineer for use on larger side channel project which will be occurring during the same time.
  - 4. Structural improvements and concrete placed along four bridge bents spanning the width of the bridge as shown on the Plans. See Structural Concrete and Reinforcing Steel Specs and Sheets S-101 and S-102 for details. Traffic control will be required when outer bents are exposed.
  - 5. Place filter fabric and rip rap Class IV according to the Caltrans Highway Design Manual as shown on Plans, Sheet 4.



6. Cut through, remove and haul-off abandoned utility lines as shown on Plans, Sheet 3. Abandoned 6-inch steel sewer main with concrete slurry cap is located within 5-feet downstream of the bridge bents. An abandoned AT&T 12-Duct line which consists of 12 four-inch diameter clay pipes encased in concrete is located on the upstream side of the bridge and identified on Plans, Sheet 3.
7. Remove larger material between bridge bents lowering the elevation to approximately 253-ft between the two channels as shown on Plans, Sheet 4.
8. Return project area to equal or better than pre-project conditions.
9. Incidental items necessary to complete the work including mobilization, project closeout, temporary facilities, water control, erosion control, environmental protections, quality control and similar construction activities; bonds, insurance, job site security, permits, licenses and fees required, to complete the project.

### 3 ENVIRONMENTAL COMPLIANCE

- A. This project is subject to a variety of regulatory permits some of which have been received. The permits that are still outstanding are: 1. Cal Trans encroachment permit, 2. City of Red Bluff encroachment permit, 3. County of Tehama grading exemption and 4. Fugitive Dust Permit. These permits and the associated environmental protection measures and requirements will become part of the Contract Documents. A list of the permits with pending applications and associated requirements (to the degree to which they could be reasonably anticipated) are listed below. This bid packet provides standard conditions for the Section 404 & 401 Certification, CEQA and NEPA document and Mitigation, Monitoring, and Reporting requirements. Bidders shall prepare their bids to include compliance with environmental permits only insofar as the requirements are quantified in the Exhibit. All undefined or unanticipated permit conditions or requirements will be incorporated into the work and paid for as change orders to the Contract following Contract award.

Other environmental compliance processes that will become part of the Contract, including any conditions, include:

1. CEQA document
2. NEPA document
3. 404 ACOE permit
4. 401 CVRWQCB
5. Right of entry permit- Durango R.V. Park
6. County of Tehama and City of Red Bluff Grading Exemptions
7. Consultation with National Marine Fisheries Service and the US Fish and Wildlife Service
8. Cal Trans Encroachment Permit



9. Fugitive Dust Permit

10. General Construction Permit- Contractor responsible to acquire

#### 4 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. A Tentative Notice to Proceed is expected to be issued April 26<sup>th</sup> 2021, to allow contractor to start planning. A final notice of proceed will be issued once outstanding contracts are finalized. Work shall start within five days of established construction date outlined in forthcoming Caltrans encroachment permit.
- B. The dates of Work are dictated by environmental protection requirements as required by project permits and the overall construction work window. Therefore, the schedule is not negotiable and must be strictly adhered to.

The Contractor shall diligently prosecute all Work to completion on or before November 1st, 2021, unless unforeseen circumstances happen, and are negotiated with RCDTC. Contractors are encouraged to execute work as swiftly as possible, so that next phase of project can start.

- C. It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not completed within the specified timeframes, specified damage will be sustained by the RCDTC; and that it will be impractical to ascertain actual damages and it is therefore agreed the Contractor will pay to the RCDTC the sum set forth herein per day for each working day delay in completing the Work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages and agrees that the RCDTC may deduct the amount thereof from money due or that may become due to the Contractor under the Contract.
- D. The Contractor shall pay to the RCDTC the sum of one-thousand dollars (\$1,000.00) for each and every working day delay in finishing the work by the final complete dates specified above or as amended through Contract change order. In the event the completion date delays other contractual work, the Contractor shall pay the cost of other delayed work up to \$1,000 per day.
- E. Liquidated damages shall accrue throughout any and all periods of time where project work cannot be completed due to permit or environmental limitations.

#### 5 MANDATORY PRE-BID/SITE WALK

- A. Prospective bidders are required to attend the Pre-Bid Conference and Site Visit to be held: **March 22<sup>th</sup> 2021 at 9:00 a.m.** starting at **The RCDTC Office, 2 Sutter St. Suite D, Red Bluff, CA 96080**. A site visit located at the construction site at East Sand Slough will follow the Pre-Bid Conference. Questions will be recorded, and answers will be emailed to all contractors who attended the pre-bid conference and site visit.

#### 6 ADDENDA





- A. Any Addenda issued during the time of bidding or forming a part of the Documents issued to the bidder for the preparation of this bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of all addenda shall be acknowledged on the proposal form in the space provided therefore.

## 7 BID PROPOSAL

- A. Each bid shall be made on the proposal form furnished by RCDTC, and shall be in accordance with the Plans and Specifications, any Addenda issued prior to bid opening, and all other Contract Documents. Each bid shall be accompanied by a certified check, cashier's check or bidders' bond, payable to the RCDTC, for a sum of not less than ten (10%) percent of the amount of the bid, as a guarantee that the bidder will enter into the Contract for the work, the full amount of such guarantee to be forfeited to the RCDTC should said bidder fail to enter into said Contract. The successful bidder shall be required to furnish a Faithful Performance Bond for the amount of not less than one hundred percent (100%) of the Contract price, and a Labor and Materials Bond for the amount of not less than one hundred percent (100%) of the Contract price; said bonds to be secured from a surety company authorized to do business in the State of California.
- B. The proposal shall be made on the form bound herein. The bid shall be enclosed in a sealed opaque envelope bearing the name of the bidder and name of project. The proposal shall be delivered by the time and to the place stipulated in the Notice To Contractors. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Prior to the time fixed for bid opening the proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice to Contractors for receipt of proposals.
- C. The proposals will be publicly opened and read at the time and place stipulated in the Notice to Contractors.
- D. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless called for. Oral, telegraphic, or telephonic proposals or modifications will not be considered.
- E. All items on the bid form shall be filled out; numbers shall be filled out; numbers shall be stated both in writing and in figures; words shall be given priority over figures and the signatures of all individuals shall be in longhand. In the event there is more than one (1) bid item in the bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in the bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one (1) bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.



- F. In case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be forfeited to RCDTC. If the bidder elects to furnish a bid bond as the proposal guarantee, it shall use the bid bond form bound herein.
- G. Before submitting a proposal, the bidder shall carefully examine the Plans and Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and shall visit the site of the Work. It will be assumed that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. Should a bidder find discrepancies in, or omissions from, the Plans and Specifications, or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the RCDTC Project Manager, Jon Barrett, [Jon@tehamacountyrcd.org](mailto:Jon@tehamacountyrcd.org), and District Manager, Vicky Dawley [Vicky@tehamacountyrcd.org](mailto:Vicky@tehamacountyrcd.org), who will send written instructions or clarifications, if appropriate, to all bidders. The RCDTC will not be responsible for any oral instructions.
- H. Every bidder shall, in his bid, set forth the name and location of business of each Subcontractor who will perform work, labor or service to the bidder in excess of one-half of one percent (1/2%) of the bidder's total bid. If the bidder fails to specify a Subcontractor as stated above, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the RCDTC, substitute any person or firm as Subcontractor in place of the Subcontractor designated in the original bid.
- I. Every bidder shall submit a completed Non-Collusion Affidavit with the bid.

## 8 Bid Due Date

- A. Bids will be received at the **RCDTC office – 2 Sutter St., Suite D, Red Bluff, CA 96080 – until 2:00 p.m. on May 3rd**, at which time and place all bids received will be publicly opened and read aloud.

## 9 Bid Review

- A. No bid proposal shall be considered as the successful bidder until after all bids have been analyzed by the RCDTC. If required by the RCDTC, the bidders shall submit any information requested to evaluate the bids, including Subcontractors' written bids, bonds, cost breakdowns, financial status, work experience and status of license.

## 10 Bid Selection

- A. More than one (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.
- B. Upon request, the RCDTC will return all proposal guarantees to their respective



bidder within ten (10) days after award of the Contract, except those accompanying proposals submitted by the three (3) lowest responsible bidders.

## 11 Bid Award

- A. Award of a Contract, if awarded, will be made to the bid which is in the best interests of RCDTC whose proposal substantially complies with all the requirements prescribed. Any such award will be made within sixty (60) calendar days after opening of the proposals. The RCDTC reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make award in the interests of the RCDTC.
- B. The selected Contractor shall receive a Notice of Intent to Award along with unsigned copies of the Contract and other documents from the bid package.
- C. The bidder to whom award is made shall execute a written Contract with the RCDTC on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications. Contractor shall not be permitted to proceed with the performance of the work unless and until it has obtained, and provided evidence of, insurance and bonds that satisfy and comply with the requirements of the Contract Documents. To the extent that Contractor is delayed in obtaining or providing the required information, Contractor shall be responsible for all such delays and shall not be entitled to additional time to complete the Work.
- D. Failure or refusal to enter into a Contract within ten (10) days following receipt of the Notice of Intent to Award as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contract, the RCDTC may award the Contract to the bidder that provides the second amount of advantage to the RCDTC. If the second bidder refuses or fails to execute the Contract, the RCDTC may award the Contract to the bidder that provides the third amount of advantage to the RCDTC. On the failure or refusal of such second or third bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the RCDTC.
- E. **Potential for Contract Delay:** Regulatory permits for the construction of the project have been applied for and the project team is waiting on Cal Tran's encroachment, City and County grading permits, and County fugitive dust permit. Construction of the project in the above-defined timeframe is dependent on and subject to receipt of regulatory permits. If permits are not received in time to begin construction the RCDTC will enter into negotiations with the selected contractor regarding a fair and reasonable cost for escalating the construction bid, or portions thereof. If in the RCDTC's judgement, and at the RCD's sole discretion, a fair and reasonable cost escalation cannot be reached with the selected contractor, the RCD may elect to cancel the pending award to the selected contractor and enter into negotiations with the next lowest cost, qualified, responsible and responsible Bidder.

## 12 Form of Agreement

- A. The form of agreement, which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

- A. The California General Prevailing Wage determinations for crafts associated with public works projects shall apply to this project. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon the contractors and all subcontractors to pay not less than the said specified rates to all workers employed by them in the performance of this contract. It shall also be mandatory upon the contractors and all subcontractors to comply with all other California Labor Code or Federal requirements, which include, but are not limited to, required reporting, payment of fringe benefits, the employment of apprentices, hours of labor, jobsite posting requirements, retention of payroll records and debarment of contractors and subcontractors, to the extent applicable. Copies of Certified Payroll reports for all Prevailing Wage payroll paid by the contractors and any subcontractors shall be provided in a timely manner to RCDTC. RCDTC may withhold all or part of applicable progress or final payments for the failure to submit complete and correct certified payrolls and related labor compliance documentation. Final payment may be withheld pending receipt and review of all Certified Payroll reports and all other required labor compliance documents.
- B. A copy of the current prevailing wage rates for this locality is available from the Department of Industrial Relations and the RCDTC.
- C. All bidders shall check the available source of labor supply and obtain information with reference to the working days of various crafts and the rates of wages being paid in the immediate vicinity of the place where the Work contemplated by these Specifications is to be performed.
- D. It is intended that prevailing rates of wages and working hours shall be in accordance with those established by jurisdictional authorities of the vicinity in which the Work is to be performed. If rates established are in excess of those prevailing, the prevailing rates shall govern, but in no instance shall the RCDTC be held responsible for rates of wages paid which are below those prevailing.
- E. This project is subject to the requirements of Section 1770 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wage information for this project is available at the Agency's main office or may be obtained via the internet at: [www.dir.ca.gov](http://www.dir.ca.gov).
- F. This requires full compliance by all contractors and subcontractors on the project in accordance with the provisions of Labor Code Section 1720 et. seq. The Agency is required by law to review and audit the work performed on this project to ensure that proper prevailing wages and all apprenticeship requirements are met. Specifically, contractors are reminded the need for compliance with Labor Code Section 1774 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls), Section 1777.5 in the employment of apprentices on public works projects and Section 1811-1813 regarding the payment of overtime on public works projects.
- G. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is



required, the contractor agrees to present to the Agency or its designee, along with its request for payment, all applicable and necessary certified payrolls for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandated

- H. Labor Compliance Program, as well as any additional documentation requested by the Agency or its designee pursuant to Labor Code Section 1720 et. seq.
- I. The Agency shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

#### 14 **Withheld Contract Funds/Substitution of Securities**

- A. The successful bidder shall be permitted to substitute securities for any moneys withheld by the RCDTC to ensure performance under the executed Contract. At the request and expense of the successful bidder, securities equivalent to the amount to be withheld shall be deposited with the RCDTC, or with a state or federally chartered bank in California as escrow agent, to ensure performance under the Contract. Upon satisfactory completion of the Contract, unused securities shall be returned to the Contractor.
- B. Alternately, on written request of the successful bidder, the RCDTC shall make payments of the retention earnings directly to an escrow agent at the expense of the successful bidder. The successful bidder, at his expense, may direct the investment of the payments into securities and the successful bidder shall receive the interest earned on the investments on the same terms provided for securities deposited by Contract. Upon satisfactory completion of the Contract, the successful bidder shall receive from the escrow agent all unused securities, interest and payments received by the escrow agent from the RCDTC.
- C. Securities eligible for deposit shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the successful bidder and the RCDTC. The successful bidder shall be the beneficial owner of any securities substituted for moneys to be withheld, and shall receive any interest accrued upon the unused amount.
- D. If security is deposited with a state or federally chartered bank as Escrow Agent, it is agreed that the successful bidder and the RCDTC will enter into an escrow agreement with the Escrow Agency in form substantially similar to that which is on file with the RCDTC and available for review.

#### 15 **Debarment Policy**

- A. It shall be the policy of the Board of Directors of the RCDTC to prohibit any party or entity listed in the Excluded Parties System (EPLS), maintained by the General Services Agency of the United States Government, from participating in any Contract, agreement, or other business relationship with the RCDTC.



**16 Non-resident Contractor**

- A. The State of California Franchise Tax Board requires that whenever payments are made to a non-resident, independent Contractor in excess of \$1,500 for services rendered, 7.0% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in the State of California. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and RCDTC is provided evidence of such reduction/waiver, all nonresident Contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

**17 Public Works Contractor Registration Program**

- A. No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

From the DIR website - Consequences of submitting a bid containing unregistered contractors or subcontractors: A penalty of \$2,000 applies when a contractor did any of the following in the past 12 months: 1) bid or was awarded a public works project, or 2) worked on a public works project

- B. No Contractor or Subcontractor may be awarded a Contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**18 License**

- A. The Contractor and all Subcontractors must be licensed under the laws of the State of California at the time this Contract is awarded, and for its full duration. The awarded Contractor shall possess a California Classification A-General Engineering Contractors License and be approved to work on Cal Trans Infrastructure.

**END OF SECTION**





**Attachment B**  
**BIDDING REQUIREMENT SUMMARY (Do not submit this page)**

- |   |   |
|---|---|
| 3. PROJECT TITLE:                                   | Highway 99/Antelope Blvd Bridge Project   |
| 4. PROJECT LOCATION                                 | East Sand Slough, Red Bluff, CA   |
| 5. BID OPENING DATE:                                | March 5 <sup>th</sup> , 2021  |
| 6. BID CLOSING DATE:                                | April 19 <sup>th</sup> , 2021 @ 2:00 PM   |
| 7. OPENING SEALED BIDS:                             | April 19 <sup>th</sup> , 2021 @ 2:05 PM   |
| 8. BID AWARD DATE:                                  | April 21 <sup>st</sup> , 2021   |
| 9. BID PLACE:                                       | RCD of Tehama County,<br>2 Sutter Street, Suite D,<br>Red Bluff, CA 96080   |
| 10. MANDATORY PRE-BID CONFERENCE<br>and SITE VISIT: | March 22th, 2021 @ 9:00 A.M.<br><br>2 Sutter Street, Suite D,<br>Red Bluff, CA 96080  |
| 11. BID SECURITY:                                   | 10% of maximum amount of bid  |
| 12. CONSTRUCTION TIME PERIOD:                       | Approximately 44 Working Days   |
| 13. CONSTRUCTION START DATE:                        | Mobilization can start August 1 <sup>st</sup> , Construction may start<br>August 15, 2021 or August 31 <sup>st</sup> , 2021, depending on final Cal<br>Trans Encroachment Permit. |
| 14. LICENSE REQUIREMENTS                            | California Classification A - General Engineering Contractors<br>License  |
| 15. LIQUIDATED DAMAGES:                             | \$1,000.00 per day  |
| 16. LABOR AND MATERIALS PAYMENT BOND:               | 100% of the total bid   |
| 17. PERFORMANCE BOND:                               | 100% of the total bid   |
| 18. PREVAILING WAGE RATES and COMPLIANCE:           | Yes; both California and Federal Davis Bacon  |
| 19. BID VALID FOR:                                  | 60 Days   |





**Attachment B  
BID PROPOSAL FORM**

(To be executed by the Bidder and Submitted)

**Project Name:** Highway 99/Antelope Blvd Bridge Project.

**Location:** Antelope Blvd Bridge over East Sand Slough

**Scope of Work:** Excavate two channels, place structural concrete, place Rip Rap Class IV according to Caltrans Highway Design Manual, remove sections from two abandoned utilities and haul waste material offsite, and lower the channel between the bridge bents.

1. Approved contractor will provide a general construction permit or exemption, SWPPP, and call USA prior to digging. All other permits will be provided to contractor. The contractor and any subcontractors will need to adhere to the conditions in all permits.
2. Clearing and grubbing all work areas as necessary for construction. No trees or woody vegetation will be removed unless necessary and approved by project biologist. Elderberries must be protected and will be properly fenced prior to construction by project biologist.
3. Excavate two channels spanning two bridge bents and extends throughout the rip rap section as shown on Design Plans (Plans), Sheet 3. The channels extend beyond the bridge bents approximately 30-ft with the exception of the one channel which extends 70-ft beyond the bridge bents. All excavated material will be placed in Spoil locations U-2 or U-4, or stockpiled according to onsite Engineer for use on larger side channel project which could be occurring during the same time.
4. Structural improvements and concrete poured along four bridge bents spanning the width of the bridge as shown on the Plans. See Structural Concrete and Reinforcing Steel Specs and Sheets S-101 and S-102 for details. Traffic control will be required when outer bridge bents are exposed.
5. Place filter fabric and rip rap Class IV according to the Caltrans Highway Design Manual as shown on Plans, Sheet 4.
6. Cut through, remove and haul-off abandoned utility lines as shown on Plans Sheet 3. Abandoned 6-inch steel sewer main with concrete slurry cap is located within 5-feet downstream of the bridge bents. An abandoned AT&T 12-Duct line which consists of 12 four-inch diameter clay pipes encased in concrete is located on the upstream side of the bridge and identified on Plans, Sheet 3.
7. Remove larger material between bridge bents lowering the elevation to approximately 253-ft between the two channels as shown on Plans, Sheet 4.
8. Return project area to equal or better than pre-project conditions.
9. Incidental items necessary to complete the work including mobilization, project closeout, temporary facilities, water control, erosion control, environmental protections, quality control and similar construction activities; bonds, insurance, permits, licenses and fees required to complete the project.

**Alternate Scope of Work:** The alternative scope of work would involve only one channel, identified as the Main Channel on the Plans, Sheet 6. Therefore, the excavation would occur in one channel, utility



removal within the one channel, and lowering one channel between the bridge bents.

**RCD of Tehama County**

**Representative:** Jon Barrett  
 2 Sutter Street, Suite D  
 Red Bluff CA 96080  
 (530) 727-1293

The undersigned has carefully examined the site conditions for the Work, attended the Mandatory Pre-Bid Conference/Site Tour, reviewed all documents and plans for construction in the bid package, including the Road Log for Construction Treatments of Specified Erosion Control Treatments Maps, Typical Drawings, Plans and Specifications, accepts all terms and conditions of the Agreement, and has reviewed the following Addenda, if any (fill in the blanks below as appropriate to the number of Addenda issued for the project):

- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_,
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_,
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_,
- Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_,

Contractor: \_\_\_\_\_

Contractor's designated representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell number: \_\_\_\_\_

California Classification A Contractor License Number \_\_\_\_\_

California Department of Industrial Relations Contractor Registration Number \_\_\_\_\_

**BID FORM**

| ANTELOPE BLVD BRIDGE PROJECT |  |          |      |            |       |
|------------------------------|--|----------|------|------------|-------|
| <i>CONTRACTOR'S BID</i>      |  |          |      |            |       |
| Item                         | Description  | Quantity | Unit | Unit Price | Total |
| 1                            | Mobilization, bonds, insurance, SWPPP, Demobilization, Security. | 1        | LS   |            |       |



|   |  |       |      |          |  |
|---|--|-------|------|----------|--|
| 2   | Excavation*                              | 5,800 | CY   |          |  |
| 3   | Structural Concrete**                    | 144   | CY   |          |  |
| 4   | Rip Rap                                  | 2,700 | TON  |          |  |
| 5   | Filter Fabric                            | 1,100 | sqyd |          |  |
| 6   | Traffic Control                          | 1     | LS   |          |  |
| 7   | Bar Reinforcing Steel, Epoxy Coated      | 9,814 | lb   |          |  |
| 8   | Drill & Grouted Dowels (#5 Epoxy-coated) | 252   | EA   |          |  |
| 9   | Demo Abandoned Utility Lines             | 400   | LF   |          |  |
| 10  | Remove Debris Under Bridge               | 550   | CY   |          |  |
| *Excavated material is left on site. If sump pits are necessary, include cost in Excavation item.<br>**Shoring the existing concrete is in the concrete item. |  |       |      | Lump Sum |  |
| <b>Total Bid Price =</b>  |  |       |      |          |  |

**Total Amount (in written words):**

---

**Authorized Contractor Signature**

---

**\*Quantities indicated are approximate and not guaranteed to be sufficient or accurate. Contractor is responsible for completing their own detailed take-offs to determine their total bid. Contractor shall mark up any quantity revisions on Bid Form if their take-offs differ from estimated quantities. Regardless, contractor is responsible to completing the nineteen (5) job items listed above, and specifying and bidding the quantities that are required to complete the tasks.**

**ALTERNATE BID FORM**

| ANTELOPE BLVD BRIDGE PROJECT<br><i>CONTRACTOR'S BID (ALTERNATIVE SCOPE – ONE CHANNEL)</i> |   |          |      |            |       |
|---|---|----------|------|------------|-------|
| Item  | Description   | Quantity | Unit | Unit Price | Total |
| 1   | Mobilization, bonds, insurance, SWPPP, Demobilization, Security | 1        | LS   |            |       |
| 2   | Excavation*   | 3,400    | CY   |            |       |
| 3   | Structural Concrete**   | 72       | CY   |            |       |
| 4   | Rip Rap   | 1,620    | TON  |            |       |
| 5   | Filter Fabric   | 650      | sqyd |            |       |



|   |  |       |    |          |  |
|---|--|-------|----|----------|--|
| 6   | Traffic Control                          | 1     | LS |          |  |
| 7   | Bar Reinforcing Steel, Epoxy Coated      | 4,907 | lb |          |  |
| 8   | Drill & Grouted Dowels (#5 Epoxy-coated) | 126   | EA |          |  |
| 9   | Demo Abandoned Utility Lines             | 250   | LF |          |  |
| 10  | Remove Debris Under Bridge               | 550   | CY |          |  |
| *Excavated material is left on site. If sump pits are necessary, include cost in Excavation item.<br>**Shoring the existing concrete is in the concrete item. |  |       |    | Lump Sum |  |
| <b>Total Bid Price =</b>  |  |       |    |          |  |

**Total Amount (in written words):**

---

**Authorized Contractor Signature**

---

**\*Quantities indicated are approximate and not guaranteed to be sufficient or accurate. Contractor is responsible for completing their own detailed take-offs to determine their total bid. Contractor shall mark up any quantity revisions on Bid Form if their take-offs differ from estimated quantities. Regardless, contractor is responsible for completing the nineteen (5) job items listed above, and specifying and bidding the quantities that are required to complete the tasks.**

**LIST OF PROPOSED SUBCONTRACTORS**

Listed hereinafter are the names and addresses of all Subcontractors who will be employed, if any, and the kind of work each will perform if the contract is awarded to the above signed contractor. I understand that under Public Contract Code Section 4100 et seq. (4104), I must clearly set forth:

- (a) The name, the location of the place of business, and the California contractor license number and DIR number of each subcontractor who will perform work or labor or render services for the prime contractor in or related to the construction of the works or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed or typical drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- (b) The portion of the work which will be done by each Subcontractor under this contract and project. The Prime Contractor shall list only one (1) Subcontractor for each portion as is defined by the Prime Contractor in his or her bid, as listed in the eight (8) items tabled above.
- (c) Violations of this Act, the Prime Contractor shall be subject to penalties set forth in Public Contract Code Sections 4110 and 4111.



| Portion of Work | Name and Location of Place of Business | Contractor License Number | DIR Registration Number |
|-----------------|--|---------------------------|-------------------------|
|                 |  |                           |                         |
|                 |  |                           |                         |
|                 |  |                           |                         |
|                 |  |                           |                         |
|                 |  |                           |                         |



**1. EXPERIENCE.** List at least three (3) recently completed projects, or instream jobs (within the last 5 years) of comparable scope, employing similar tasks and constructing similar projects with similar environmental protection and compliance requirements, including the contract amounts, project name, and the names and telephone numbers of contract officers. Use additional sheets as necessary.

1) Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amount \_\_\_\_\_

Contact name \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amount \_\_\_\_\_

Contact name \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amount \_\_\_\_\_

Contact name \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## 2. BID ITEM DESCRIPTIONS

### **BID ITEM NO. 1 – Mobilization/Demobilization, Bonds, Insurance, SWPP Plan, Security**

This bid item includes mobilization/demobilization of equipment, labor, supplies, and other items for construction, and site work authorized under this contract. This bid item includes obtaining the required insurance, procuring bonds, and securing all necessary licenses for the entire project including a Storm Water Pollution Prevention Plan, if necessary. This item also includes security, during non-operational periods to protect equipment from vandalism. This bid item will be paid for on a Lump Sum basis.

### **BID ITEM NO. 2 – Excavation**

This bid item includes furnishing all labor, equipment, tools, materials, and incidentals necessary to excavate a low flow side channel as shown on Design Plans (Plans). This bid item includes over-excavating around four bridge bents for the structural concrete and includes sump pits to handle any groundwater. All excavated material will be left on-site in areas shown on Plans.

### **BID ITEM NO. 3 – Structural Concrete**

This bid item includes mix design, formwork, batching, finishing, curing, patch repair, and related accessories as per Structural Concrete Specs and Design Plans. Shoring the existing concrete, if needed, is included in this item.

### **BID ITEM NO. 4 – Class IV Rip Rap**

This bid item includes furnishing all labor, equipment, tools, materials, and incidentals necessary to place Rip Rap Class IV (300 lb, or nominal rock size 15 inch), as identified on the plans, will be placed using Method B as per Caltrans Highway Design Manual.

### **BID ITEM NO. 5 – Filter Fabric**

This bid item includes furnishing all labor, equipment, tools, materials, and incidentals necessary to place filter fabric under Rip Rap as indicated on the plans. Filter Fabric will be placed as per Caltrans Highway Design Manual.

### **BID ITEM NO. 6 – Traffic Control**

This bid item includes furnishing all labor, equipment, tools, materials, and incidentals necessary to provide basic traffic control during construction, specifically during the exposure of the outer bents. A traffic control plan is provided. All traffic control plans must meet Caltrans specifications and any additional Encroachment Permit requirements.

### **BID ITEM NO. 7 – Bar Reinforcing Steel, Epoxy Coated**

This bid item includes furnishing all labor, equipment, tools, materials, and incidentals necessary to place Epoxy Coated reinforcing steel as specified in the Structural Plans (S-102) and Specifications. to be placed as reinforcement in cast-in place concrete.

### **BID ITEM NO. 8 – Drill & Grouted Dowels**

This item includes furnishing all labor, equipment, tools, materials, and incidentals necessary to drill and grout #5 rebar dowels a minimum of 1-ft into existing concrete walls as shown on Structural Sheet S-102.

### **BID ITEM NO. 9 – Demo Abandoned Utility Lines**

This item includes furnishing all labor, equipment, tools, materials, and incidentals necessary to remove and off site hauling and disposal of existing abandoned utility lines. AT&T Abandoned 12-Duct line is buried approximately 3-ft



deep as shown on the plans. The line consists of twelve 4-inch diameter clay pipes with a concrete slurry cap. The abandoned 6-inch diameter steel sewer line is located about 5-ft downstream of bridge just below the surface.

**BID ITEM NO.10 - Remove Debris Under Bridge**

This item includes furnishing all labor, equipment, tools, materials, and incidentals necessary to remove concrete/large rocks from between the bridge bents and stockpile material onsite. Lowering the channel bottom between the two low flow channels will require removing and/or re-arranging large broken up concrete and re-grading.





**Attachment C  
NON-COLLUSION AFFIDAVIT  
RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY**

**TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID**

To: Resource Conservation District of Tehama County (RCDTC)

\_\_\_\_\_ deposes and says that he or she is \_\_\_\_\_(title) of \_\_\_\_\_, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**(The above certificate must be signed and filed with the RCDTC along with the bid)**

Signed \_\_\_\_\_

Date \_\_\_\_\_



**Attachment D**  
**BIDDER'S BOND – submit with bid**  
**(Public Contract)**

KNOW ALL MEN BY THESE PRESENTS: That as Principal \_\_\_\_\_ (herein called "Principal") and as surety \_\_\_\_\_ (hereinafter called "Surety" are held and firmly bound unto the **Resource Conservation District of Tehama County** (herein called the "Obligee"), in the just and full sum of ten percent (10%) of the total amount of the base bid submitted by Principal for the herein described work of improvement, which sum is Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Contractors and the Contract Documents for the project entitled:

**“Highway 99/Antelope Blvd Bridge Project.”**

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Contract Documents for the above-named project, which Contract Documents are incorporated herein by this reference, then this obligation shall be null and void; OTHERWISE, it shall remain in full force and effect, and if Obligee shall make such an award to Principal and Principal shall fail to execute, or caused to be executed and delivered to Obligee said instruments as required by the Contract Documents, then surety will pay Obligee the full sum of the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or bid requirement, whether made after notice or not, shall release or otherwise affect the obligations of Surety hereunder, and Surety waives notice of any such extension, change, or alteration. Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by Obligee and judgment is recovered by Obligee, court costs, including reasonable attorneys' fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL (Notary Certificate Attached)

\_\_\_\_\_  
SURETY (Notary Certificate Attached)

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.



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.

NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in  
Name of Notary Public

and for said State, personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

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 of Notary Public

(SEAL)



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.

NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in  
Name of Notary Public

and for said State, personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

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 of Notary Public

(SEAL)

**Prevailing Wage:**

RCDTC Staff will provide job classifications and rates to the contractors at the mandatory job walk, this will be include in the Bid Packet as Addendum 1, along with any questions or comments received at the job walk.