

Resource Conservation District of Monterey County

Request for Proposals

Cachagua Creek Fish Passage Project #3– Ford Removal and Bridge Construction

The Resource Conservation District of Monterey County (RCDMC) is seeking a specialized contractor to remove an existing ford and construct a new crossing on Cachagua Creek. This project is funded by a California Department of Fish Wildlife Fisheries Restoration Grant and the California Coastal Conservancy. Work will be supervised by RCDMC and the project engineer Waterways Consulting, Inc.

Description of Services

Construction contractor shall provide all equipment, labor and specified materials as shown in the Project Drawings, Technical Specifications, and Geotechnical Report (Attached to this RFP) including but not limited to:

1. Site preparation, including clearing and grubbing, temporary fencing, staging and silt fencing/erosion control and de-watering.
2. Removal of existing ford crossing, construction of a new 12-ft wide and 37-ft long precast concrete voided slab bridge founded on cast-in-place concrete footings, stripping, channel reconstruction, rock filtering and placement, rock slope protection, road surfacing and willow and alder transplanting. The Contractor will be responsible for materials listed in the project budget table (Attachment E). The Contractor is not responsible for the purchase of the precast slab.

Terms and Conditions of Contract

Please see Independent Contractor Agreement template (Attachment A).

The Contractor must be registered with the California Department of Industrial Relations (DIR), must use prevailing wages, and be prepared to submit payroll information through the contractor portal at the DIR website for labor compliance verification along with other standard Public Works project requirements.

- a) A payment bond is required in connection to the awarded contract to assure payment as required by statute of all persons supplying labor and material in execution of the work provided for in the contract.
- b) A performance bond is required in connection to the awarded contract to ensure completion of all the contractor's obligations in their contract.
- c) The RCD anticipates the CDFW HREA 1652 permit and Monterey County Building permit in June, 2024.
- d) Contractor shall sustain regular communication with the RCDMC Project Lead.
- e) Work is dependent on favorable weather conditions and may commence after August 1, 2024.
- f) All work in or near the channel must be completed by October 15, 2024.
- g) Work not associated with the streambed or channel may occur after October 15 but must be completed no later than November 1, 2024.

Contractor will submit invoices no more than monthly and will be reimbursed for a total amount Not to Exceed the contract award amount. The successful bidder shall furnish certificates of insurance, a bid bond, and a performance bond prior to commencement of work on the project.

Requirements for submission

Please submit the following materials and cover page (Attachment C) to Megan Barker at megan.barker@rcdmonterey.org, no later than 5:00 PM **May 17th, 2024**.

Proposal shall include the following information:

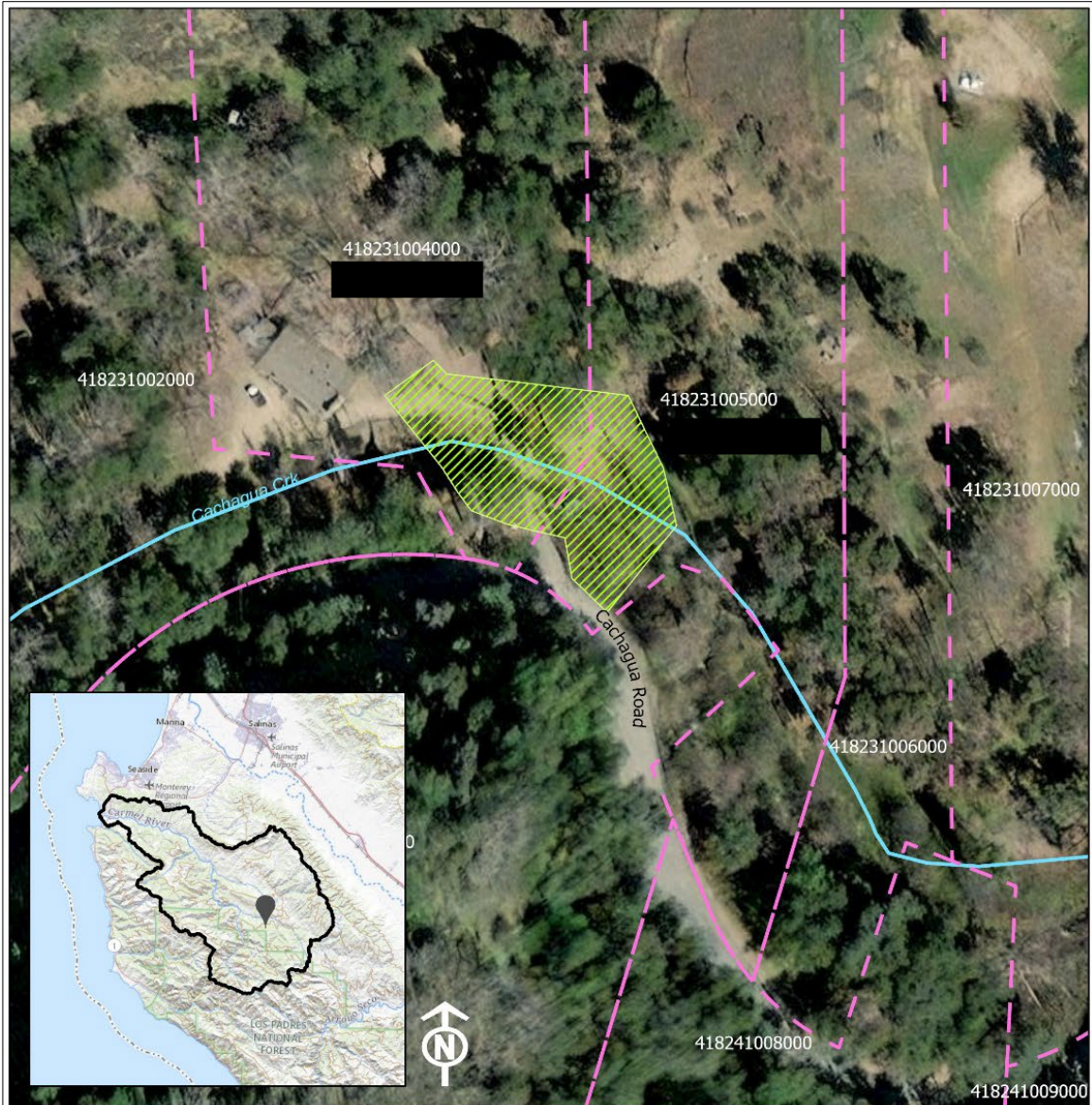
1. Qualifications, experience, and capabilities relative to the project descriptions and services sought.
2. Description of how contractor will carry out project activities. Include a scope of work broken down by key tasks with deliverables and estimated time to complete.
3. Best Management Practices (BMPs) for environmental compliance and protections to be installed, including: 1) Silt Fencing, 2) Tree protections, 3) ESA Fencing, 4) Concrete washout facilities, and 5) Restroom.
4. Proposed Diversion and Dewatering Plan and Materials (to be mobilized on site). The Dewatering Plan should specify proposed schedule and phasing of dewatering implementation and removal, provide graphic illustration of layout, and list materials (incl. product data for: 1) Pumps, 2) Pump intake screens or mesh, 3) Silt control filter fabric, 4) Washed rock, 5) Impervious liners, 6) Cofferdam material, 7) Other materials used in dewatering), method of work, equipment to be used, methods for disposal of pumped water, provisions to prevent scour and erosion, and a proposed schedule.
5. This project is funded by the California Department Fish and Wildlife Fisheries Restoration Grant Program and the Coastal Conservancy.
 - a. The bidding contractor is required to complete the attached budget table (Attachment E). See technical specifications for more information.
6. Provide a list of at least three (3) references who can attest to Contractor's experience in performing work similar to the services covered by this RFP. Include company name, point of contact, email addresses and telephone number.
7. Pursuant to Section 1770 et seq. of the California Labor Code, the Contractor shall be required to meet the general prevailing wage requirements as determined by the Department of Industrial Relations of the State of California and other standard Public Works project requirements. Prevailing wage rates can be found at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>
8. All Bidders are required to submit with their bid, cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of the Total Bid Price and made payable to "Resource Conservation District of Monterey County." (Attachment B)
9. Completed Non-Collusion Affidavit. (Attachment D)
10. There will be a pre-bid site visit meeting on **April 26, 2024, from 10am-1pm**. If you are unable to attend, an alternative site visit date may potentially be scheduled, but it is not guaranteed and dependent upon RCDMC staff schedule.

Contact megan.barker@rcdmonterey.org or **323-434-7373 (cell)** for pre-bid site visit details.

For questions related to this RFP, please contact Megan Barker at megan.barker@rcdmonterey.org, no later than 5:00 PM **May 10th, 2024**. Questions will be compiled and distributed to all RFP applicants.

PROJECT SCOPE

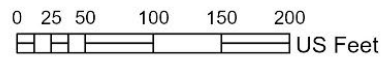
This project will remedy a barrier to steelhead migration on Cachagua Creek, an important tributary to the Carmel River. The site is a concrete ford (13-ft wide and 40-ft long) which provides access to a private residence and is the last remaining priority fish passage barrier remaining on Cachagua Creek. This project will remove the existing concrete ford and replace it with a 12-ft wide and 37-ft long single span “low-flow” bridge located in the existing crossing alignment and designed to improve upstream migration conditions for adult and juvenile steelhead trout in accordance with CDFW design standards. **See project’s 100% level design drawings for more information.**



- Project Area
- Streams
- County APNs
- Carmel River Watershed

Cachagua Creek Fish Passage Project #3

20775 Cachagua Road, Carmel Valley, CA 93924



Map updated 3/24/2024

ATTACHMENT A – SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into this _____ by and between the Resource Conservation District of Monterey County (“RCD”) and _____ (“Contractor”), individually a “party” and collectively, the “parties”).

A. A landowner or landowners (“Landowners”) have authorized the RCD or its contractors to perform the Services contemplated in this Agreement.

B. The RCD desires to retain a qualified independent contractor to provide the Services contemplated in this Agreement.

C. Contractor represents and warrants that Contractor is qualified to perform the Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1) SCOPE OF WORK. Contractor shall perform the services (“Services”) required under this Agreement and in accordance with the following exhibits which are incorporated herein by this reference:

Exhibit A – Description of Services

Exhibit B - Schedule

Exhibit C - Compensation

Exhibit D - Reporting Requirements

Exhibit E – Grant and Funding Agencies

Exhibit F – State Funding Requirements

Exhibit G –Federal Funding Requirements

Exhibit H – State Labor Code

Exhibit I -- Bonds

The performance of the Services by Contractor shall be strictly in accordance with the following: Grant and Funding Agreements; Permits (collectively, “Project Documents”) which are attached to this document, all of which are incorporated herein by this reference.

2) Contractor shall:

a) Comply with this Agreement and the Project Documents and fulfill all assurances, declarations, representations, and statements made by Contractor in support of its proposal to the RCD.

b) Cooperate with the RCD’s Executive Director, staff, Landowners and other partners working to implement the Project.

c) Demonstrate understanding of the Project Documents and adhere to them at all times when performing work for this Project. Contractor shall possess a copy of the Permits or have electronic access to the Permits at all times when present at work areas.

d) Comply with all applicable Federal, State and local laws and regulations.

3) CONTACTS. Contractor's primary contact is the Executive Director of the RCD. The Executive Director may authorize staff or a designee to serve as his representative.

4) CONTRACTOR'S RESPONSIBILITIES.

a) All work performed by Contractor or under Contractor's direction shall comply with the terms and conditions of this Agreement.

b) Contractor's Services shall be performed in a manner consistent with the level of skill and care ordinarily practiced by contractors under the same or similar circumstances, and in accordance with accepted practices, applicable laws and regulations, and the standards applicable to Contractor.

c) Whenever the approval of the RCD is required under this Agreement, the RCD is not accepting any professional or other responsibility for the work. Such approval does not relieve Contractor of responsibility for complying with this Agreement and the Project Documents.

d) By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and the Project Documents.

e) Contractor shall not undertake any work beyond the Services outlined in Exhibit A unless such additional work is approved in advance and in writing by the RCD.

f) Contractor shall meet with the RCD Executive Director, other personnel or third parties as necessary. Such meetings shall be held at the request of any party.

g) Contractor shall obtain prior written approval from the RCD before assigning or subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, insurance and indemnification requirements, licensing, certification and confidentiality requirements set forth herein. Contractor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by the RCD or not.

h) Contractor shall submit to the RCD all deliverables identified in this Agreement. Contractor shall submit an electronic version of all data files and an electronic file of any and all reports. All documents, drawings and work product prepared or produced by Contractor under this Agreement shall become and remain the property of the RCD, except as otherwise approved in writing by the RCD.

i) Contractor shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for the Project. Such records and documentation shall be kept available at Contractor's office during the period of this Agreement, and after the term of this Agreement for a period of at least three (3) years after Project completion or final billing, whichever comes later.

j) Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of Contractor, and its subcontractors, related to the services provided hereunder, shall be

subject to examination and audit. Contractor hereby agrees to make all such records available to inspection, audit and reproduction by the RCD, and any other duly authorized local, state and/or federal agencies, during normal business hours. Contractor further agrees to allow interviews of any of its employees who might reasonably have information related to such records by the RCD and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

k) Contractor shall maintain books, records, and other documents relating to the Services in accordance with generally accepted accounting principles and practices.

l) The Contractor's work in progress shall be reviewed upon request of the RCD. If the work is not acceptable, the RCD will inform Contractor of the changes or revisions necessary to secure approval.

5) TERM AND SCHEDULE

a) The term of this Agreement begins on _____, and shall terminate on _____ or when all of the parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. The term of this Agreement may be extended by mutual written agreement of the parties. Services and work provided by Contractor under this Agreement shall be performed in a timely manner in accordance with the schedule set forth in Exhibit "B" (Work Schedule).

b) In the event that major changes are ordered by the RCD, the schedule for completion as stated in Exhibit "B" (Work Schedule), will be adjusted by the RCD so as to allow Contractor a reasonable period of time within which to complete any additional work which may be required as a result of the ordered changes.

c) Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any other cause which is beyond the party's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

6) COMPENSATION

a) For the services performed, the RCD will pay Contractor in accordance with the payment schedule attached hereto in Exhibit "C" (Compensation), but not to exceed the amount as set forth in Exhibit "C" (Compensation). Contractor will be entitled to "reimbursable" expenses such as travel, lodging or meals, equipment, personal protective gear, or mobilization, or documentation of the work, only if expressly authorized in Exhibit "C" (Compensation) of this Agreement.

b) Contractor shall submit invoices for work performed and costs incurred after completing the Services. The invoice shall generally describe the Services provided, hours worked, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. Supporting documentation (e.g., receipts) must be submitted with each invoice. Payment by the RCD shall be contingent upon Contractor's satisfactory completion of work or appropriate phases or tasks as described in this Agreement.

c) Contractor is encouraged to submit invoices by the 8th of each month to meet the RCD's billing cycle for Grant and Funding Agencies. Contractor shall submit a final invoice within fifteen (15) days following the expiration or termination date of this Agreement.

d) Any additional services not included in the scope of Services shall not be provided by Contractor, and no compensation shall be paid therefor, unless specifically authorized in writing by the RCD. All unauthorized costs and expenses incurred above the not to exceed limit set forth in Exhibit C (Compensation) shall be the responsibility of Contractor. Contractor shall notify the RCD, in writing, at least two (2) weeks prior to the date on which Contractor estimates that the maximum payable amount will be reached.

e) The RCD will disburse funds received from Grant or Funding Agencies to Contractor within thirty (30) days of receipt of those funds, except to the extent the Grant or Funding Agreements authorizes withholding of disbursements or retention. The Grant or Funding Agencies and the RCD are entitled to withhold retention.

7) TERMINATION.

a) This Agreement may be terminated with or without cause by the RCD, upon ten (10) days written notice, except in the event of a material breach of this Agreement by Contractor, in which case this Agreement may be terminated by the RCD upon twenty-four (24) hours notice.

b) If termination by the RCD is for cause, including failure to perform the Services required hereunder within the time limits specified herein, failure to comply with the terms of this Agreement, or violation of any ordinance, regulation, permit or other law applicable to this Agreement, the RCD may exercise any of its rights available under this Agreement or any applicable law or equity, including withholding payment until the default is corrected by the Contractor.

c) Contractor acknowledges that compensation for Services is subject to availability of funds through Grant or Funding Agencies. The RCD's payment obligations under this Agreement are contingent upon the availability of funds from Grant or Funding Agencies. In the event the RCD is notified that funding is reduced, delayed or eliminated, the RCD shall, in its sole discretion, determine whether this Agreement shall be terminated. The RCD shall provide at least ten (10) days advance written notice to Contractor of its intent to terminate this Agreement due to insufficient funding. Upon notice of termination, Contractor will immediately discontinue providing Services, and take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished work or documents procured or produced under the Agreement will be submitted to and become property of the RCD upon the termination date. The RCD's only obligation to Contractor will be just and equitable payment for Services authorized by, and received to the satisfaction of, the RCD up to and including the date of notice of termination. Such payment will occur after the RCD's receipt of payment from the Grant or Funding Agencies, following delivery by the Contractor of all materials requested by the RCD. However, this provision shall not limit any remedies or damages owed to the RCD due to Contractor's breach of this Agreement.

d) If Contractor is not in default under this Agreement, and if the RCD is in material default under this Agreement, Contractor may terminate this Agreement upon ninety (90) days' written notice to the RCD, if the default has not been cured by the RCD within ninety (90) days following the written notice.

8) REQUIRED LICENSES, CERTIFICATES AND PERMITS. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the Services described in Exhibit "A" (Services) must be procured by Contractor and be valid at the time Contractor enters into

this Agreement. Further, during the term of this Agreement, Contractor shall maintain such licenses, certificates and permits in full force and effect. Such licenses, certificates and permits will be procured and maintained by Contractor at no expense to the RCD.

9) INSURANCE. Prior to performing any Services under this Agreement, and throughout the term of this Agreement, Contractor shall maintain insurance in conformance with the requirements set forth below. Contractor shall provide a Certificate of Insurance to the RCD with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates;
- Coverage and policy limits will meet, or exceed, requirements below;
- Certificate will be signed by an authorized representative;
- All applicable endorsements shall be attached to the certificate.

Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

a) General Liability Insurance. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate. All deductibles and self-insured retentions must be disclosed and approved by the RCD. The Contractor shall promptly pay all deductible amounts to secure coverage in the event of a claim.

b) Professional Liability Insurance. If professional services are required in the performance of the Services, professional errors and omissions liability insurance with limits of no less than One Million Dollars (\$1,000,000) each claim. Such professional liability insurance shall be continued for a period of no less than one year following completion of Contractor's work under this Agreement.

c) Automobile Liability Insurance. If Contractor or Contractor's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

d) Workers Compensation Insurance. If Contractor hires employees to perform services in connection with the Services, Contractor shall maintain workers' compensation insurance as required by California law.

e) Additional Insureds. Contractor shall include the State of California, the RCD, the Grant and Funding Agencies, the Landowners, and their officers, officials, employees, agents and volunteers as additional insureds by separate endorsement under the General Liability and auto policies. The Additional Insured endorsement may provide "where required by written contract."

f) Waiver of Right to Subrogation. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RCD, the Grant or Funding Agencies and the Landowners for all work performed by the Contractor, its employees, agents and subcontractors.

g) Insurance Not a Limit to Recovery. The insurance policy limits set forth herein shall not act as a limitation upon the amount of recovery.

10) INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, protect, and hold harmless the RCD, the Grant or Funding Agencies, the Landowners, and their respective members, officers, agents, employees and representatives (“Indemnified Parties”), from and against any and all claims, demands, damages, losses, costs (including attorneys’ fees), expenses, and liability of any nature (“Claims”) arising from or relating to the Contractor’s negligence or wrongful acts, the Contractor’s breach of this Agreement, or the Contractor’s failure to observe or perform, any obligations or requirements of the Contractor under this Agreement or the Project Documents. The obligations of Contractor under this section include, without limitation, Claims resulting from failure to adhere to permit requirements or grant conditions. This paragraph shall survive termination of this Agreement.

11) LAWS AND VENUE. This Agreement and disputes arising out of or relating to this Agreement are governed by the laws of the State of California. Any action or proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of Monterey County, State of California.

12) INTEGRATION AND MODIFICATION. This Agreement represents the entire understanding of the RCD and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified, amended, or altered except in writing signed by the RCD and Contractor.

13) ADVICE OF COUNSEL. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

14) INDEPENDENT CONTRACTOR STATUS. Contractor and the RCD agree that Contractor is an independent contractor and not an employee of the RCD. Any local, state or federal requirements associated with an employer-employee relationship do not apply here. Contractor agrees to provide the RCD with a W-9 form. The RCD will not withhold any Federal or State income taxes or Social Security tax from any payments made by the RCD to Contractor under the terms and conditions of this Agreement. Contractor is responsible for all insurance (workers’ compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. In addition, except as the RCD may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of the RCD in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind the RCD to any obligation whatsoever.

15) SUCCESSORS AND ASSIGNS. This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by Contractor shall be valid unless and until it is approved by the RCD and made subject to such reasonable terms and conditions as the RCD may impose.

16) ATTORNEYS’ FEES. If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys’ fees to be fixed by the court, in addition to any other relief to which such party may be entitled.

17) RCD'S RIGHT TO PHOTOGRAPH AND PUBLISH INFORMATION REGARDING THE PROJECT AND THE SERVICES. Contractor authorizes the RCD to take photographs and video of Project activities, including the Contractor's performance of the Services, and photographs and video of the Contractor's employees. Contractor authorizes the RCD to publish the photographs and video of the Project in reports, brochures, articles, other printed matter, and the RCD's website and social media pages. If the Contractor does not wish to be identified by name in these publications, Contractor will notify the RCD in writing.

18) CONFIDENTIALITY.

a) All plans, designs, drawings, specifications, calculations, data, information and reports prepared, obtained, developed or furnished to or for the RCD in the performance of the Services shall become the sole property of the RCD and may not be released, disclosed or published in whole or in part to others without the written permission of the RCD.

b) All information relating to the RCD's business, its employees, current and prospective donors, board or committee members, volunteers, grantees, grant applicants and vendors obtained during the course of the RCD business is proprietary. All proprietary information that is not known generally to the public or industry shall be kept confidential and divulged only to individuals within the RCD with a need and authorization to receive the information. Particular care must be taken to avoid discussion of the RCD affairs with third parties, unless authorization is obtained from the RCD or required by law.

c) All files, maps, documents, and working papers of the RCD are confidential property of the RCD. Records and files are not to be disclosed to any outside party without the express permission of the Executive Director of the RCD. Confidential information includes but is not limited to: current or prospective donors; financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former employees; the identity of, and contact information for, vendors and suppliers; programs, techniques, and processes; and any other documents or information regarding the RCD's operations, procedures, or practices.

d) Contractor shall not use any information obtained from the RCD or developed in connection with this Agreement for any purpose other than fulfillment of Contractor's obligations under this Agreement. Contractor shall not disclose any information prepared for the RCD or obtained from the RCD or obtained as a consequence of the performance of work to any person other than the RCD, or its employees, agents or subcontractors who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the RCD.

e) If Contractor purposely, or through a failure to exercise reasonable care, causes confidential information to be disclosed, the RCD may terminate this Agreement immediately, upon notice. The obligation to keep information confidential continues after completion of the Services contemplated under this Agreement and after termination of this Agreement.

f) Contractor shall not use any information related to or obtained during fulfillment of this Agreement for purposes of advertising. Contractor shall not release any information related to this Agreement to the media, including, but not limited to, television, radio, newspapers and internet. Contractor shall not consent to be interviewed by the media concerning this Agreement without the prior approval of the Executive Director of the RCD and Grant and Funding Agencies.

g) Contractor and Contractor's employees and representatives shall not display photographs, video, documents, or other information obtained during fulfillment of Services under this Agreement

that may divulge private or sensitive information on personal or professional websites, social media, or printed media, in presentations, or in any public forum, without prior written approval of the RCD.

IN WITNESS WHEREOF, the RCD and Contractor have executed this Agreement as of the date set forth below.

“RCD”

“CONTRACTOR”

RESOURCE CONSERVATION DISTRICT
OF MONTEREY COUNTY

BY: _____

Benny Jefferson, Board President

744-A La Guardia Street

Salinas, CA 93905

Contact:

Paul Robins, 831-236-1740

paul.robins@rcdmonterey.org

BY: _____

Name, Position

Street address

City, CA, Zip Code

Contact Name and Phone:

Contact Email:

EXHIBIT "A"

SERVICES

To be inserted upon bid award package.

EXHIBIT "B"

WORK SCHEDULE

Work will begin after the contract is awarded and will end upon written and verbal notification from RCDMC to end work or no later than November 1, 2024. The work schedule will be implemented, and may vary, depending on sensitive species activity and Best Management Practices.

EXHIBIT "C"

COMPENSATION

Contractor proposes to provide services for the above tasks on a time and materials basis, but not to exceed \$_____. The total cost shall not exceed the amount above without prior written authorization of the RCD.

Hourly rate or rates

Reimbursables

Total NTE: \$_____

EXHIBIT "D"

REPORTING REQUIREMENTS

The Contractor shall prepare all reports required by this Agreement, the Grant Agreements and any agreements or documents referenced in the Grant Agreements.

EXHIBIT "E"

Successful bidder will be required to submit all required insurance specified within the Notice to Contractors, Instructions to Bidders, and Contract Documents within seven (7) calendar days after bid opening and prior to the commencement of work on the project.

EXHIBIT "F"

GRANT AND FUNDING AGENCIES

State Grants

___The RCD is a recipient of Fisheries Restoration Grant Program Grant Agreement #Q2240402 pursuant to Public Resource Code 6217.1 and Fish and Game Code 1501.5(b). **Contractor acknowledges receipt and confirms that Contractor has reviewed the terms and conditions of the State Grant.**

___The RCD is a recipient of grant funds from the State Coastal Conservancy (SCC) under Agreement 23-020 between RCD and SCC pursuant to Chapter 5.5 of Division 21 of the California Public Resources Code. **Contractor acknowledges receipt and confirms that Contractor has reviewed the terms and conditions of the State Grant.**

EXHIBIT "G"

STATE GRANT REQUIREMENTS

The Contractor agrees to be bound by all applicable provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.

Pursuant to Government Code §8546.7, the Contractor shall be subject to the examination and audit by the State for a period of three years after final payment under the Grant Agreement with respect to all matters connected with the Grant Agreement, including but not limited to, the cost of administering the Grant Agreement. All records of Contractor shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

Contractor is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

Contractor, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.

Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

a) Contractor agrees to expeditiously provide throughout the term of the Grant and Funding Agreements, such reports, data, information, and certifications as may be reasonably required by the RCD and Grant and Funding Agencies.

Contractor shall name the State, its officers, agents and employees as additional insureds by separate endorsement on their liability insurance for activities undertaken pursuant to this Agreement.

Contractor shall comply with the nondiscrimination provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

EXHIBIT "H"

STATE LABOR CODE

SECTION 1771, 1774, 1775, 1776 and 1777.5

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision

(c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards,

upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of

Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this

subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

LABOR CODE - SECTION 1813 and 1815

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

EXHIBIT "I"

BONDS

1. Bidder's bond required upon submittal of bid
2. Payment and performance bonds to be submitted by the successful bidder

PERFORMANCE BOND

RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, the Contractor in the contract hereto annexed, as PRINCIPAL, and

_____ as SURETY, are held and firmly bound unto the Resource Conservation District of Monterey County, hereinafter called the RCDMC, in the sum of

_____ lawful money for the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed and sealed and dated:

The condition of the above obligation is such that if said principal as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him or her and shall furnish all tools, equipment, facilities, transportation, labor and material, other than material (if any) agreed to be furnished by the RCDMC, necessary to perform and complete in good workmanlike manner the work of:

Cachagua Creek Fish Passage Project #3 in strict conformity with the terms and conditions set forth in the contract hereto annexed, and shall pay or cause to be paid all persons who perform labor for, or furnish materials to said contractor, or to any subcontractor in the execution of said contract then this obligation shall be null and void - otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed thereunder of the specifications accompanying same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications. It is further agreed that this bond shall cover all work for the duration of the contract.

Principal

Surety

NOTE: Signatures of those executed for the surety must be properly acknowledged. A signed and notarized document showing that the person is authorized to sign on behalf of the bonding company must be attached.

PAYMENT BOND

RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, the Contractor in the contract hereto annexed, as PRINCIPAL, and

as Surety, are held and firmly bound unto the Resource Conservation District of Monterey County, hereinafter called the RCDMC, in the sum of _____ DOLLARS (\$_____) lawful money for the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed and sealed and dated:

The condition of the above obligation is such that if said principal as Contractor in the contract hereto annexed, or his or her subcontractor, fails to pay for any materials, provision, provender of other supplies or items, used in upon for or about the performance of the work contracted to be done by said Contractor, namely, to furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material (if any) agreed to be furnished by the RCDMC, necessary to perform and complete in good workmanlike manner the work of:

Cachagua Creek Fish Passage Project #3 in strict accordance with the terms and conditions set forth in the contract hereto annexed, or for any work or labor done thereon of any kind, for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay for the same in an amount not exceeding the sum herein before set forth, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the courts. This bond is executed in accordance with the requirements of Chapter 3 of the provisions thereof, and shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under and by virtue of the provisions of the Code of Civil Procedure, or to their assigns; and said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

Principal

Surety

NOTE: Signatures of those executed for the surety must be properly acknowledged. A signed and notarized document showing that the person is authorized to sign on behalf of the bonding company must be attached.

ATTACHMENT B - BIDDER'S BOND
Resource Conservation District of Monterey County

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, the Contractor in the contract hereto annexed, as PRINCIPAL, and as Surety, are held and firmly bound unto the Resource Conservation District of Monterey County, hereinafter called the RCDMC, in the sum of _____ DOLLARS (\$ _____) lawful money for the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.
Signed and sealed and dated:

The condition of the above obligation is such that if said principal as Contractor in the contract hereto annexed, or his or her subcontractor, fails to pay for any materials, provision, provender of other supplies or items, used in upon for or about the performance of the work contracted to be done by said Contractor, namely, to furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material (if any) agreed to be furnished by the RCDMC, necessary to perform and complete in good workmanlike manner the work of:

Cachagua Creek Fish Passage Project #3

in strict accordance with the terms and conditions set forth in the contract hereto annexed, or for any work or labor done thereon of any kind, for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay for the same in an amount not exceeding the sum herein before set forth, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the courts. This bond is executed in accordance with the requirements of Chapter 3 of the provisions thereof, and shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under and by virtue of the provisions of the Code of Civil Procedure, or to their assigns; and said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

Principal

Surety

NOTE: Signatures of those executed for the surety must be properly acknowledged. A signed and notarized document showing that the person is authorized to sign on behalf of the bonding company must be attached.

ATTACHMENT C- COVER PAGE

Resource Conservation District of Monterey County
744-A LaGuardia Street, Salinas, CA 93905

ISSUE DATE: April 15, 2024

TITLE:

Cachagua Creek Fish Passage Project #3

Proposals should be emailed to Megan Barker at megan.barker@rcdmonterey.org by 5:00 PM May 17, 2024.

The following must be included in a Cover Page with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

PROPOSERS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposals package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date: _____

Signature: _____ Phone: _____

Printed Name: _____ Title: _____ E-mail: _____

Street Address/PO Box: _____

City: _____ State _____ ZIP: _____

ATTACHMENT D - PUBLIC CONTRACT CODE SECTION 7106 AFFIDAVIT

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____, being first duly sworn, deposes and says that he or she is an employee 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; that 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 of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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.”

Dated: _____

Bidder

ATTACHMENT E – BID FORM

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	EA		
2	TEMPORARY EROSION CONTROL	1	LS		
3	FIBER ROLL	125	LF		
4	ESA FENCE	437	LF		
5	DEMOLITION	1	LS		
6	CLEARING AND GRUBBING	1	LS		
7	LARGE TREE REMOVAL	4	EA		
8	DEWATERING	1	LS		
9	UNCLASSIFIED EXCAVATION	1	LS		
10	SOIL OFF-HAUL AND DISPOSAL	1	LS		
11	ROCK SLOPE PROTECTION	113	CY(F)		
12	STREAM SIMULATION MATERIAL	1	LS		
13	CONCRETE DRIVEWAY	553	SF		
14	CALTRANS CLASS II BASE	10	CY		
15	CONCRETE ABUTMENTS AND WINGWALLS	1	LS		
16	CONCRETE ABUTMENTS AND WINGWALL KEYWAYS	1	LS		
17	INSTALL BRIDGE GIRDERS	1	LS		
18	FURNISH AND INSTALL BRIDGE RAILINGS	1	LS		
19	SEEDING	1.00	LS		
20	PLANTING	1	LS		
				Total	

ADDITIONAL ALTERNATE BID ITEMS – Unit Prices

21	EXCAVATION - UNSUITABLE MATERIALS	10	CY		
22	ROCK EXCAVATION	10	CY		

NOTES:

1. Quantities shown are approximate only; the Contractor shall be responsible for all work indicated on the Drawings and prescribed in the Specifications.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.
3. Cost Estimate does not include costs of permitting or biological monitoring.