RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS
INSTRUCTION TO BIDDERS AND
CONTRACT DOCUMENTS
For
Brothers Basins Hydrologic Restoration Project

FOR USE IN CONNECTION WITH:

PROJECT PLANS/SPECIFICATIONS DATED 05/28/2026

(PREVAILING WAGE PROJECT)

THE FUNDS FOR THIS PROJECT ARE PROVIDED BY GRANTS FROM
Pajaro Valley Water Management Agency Contract #3023-4000.2, a Department of Conservation Multi-benefit Land Repurposing Grant and San Benito County Water District Contract #4600015398-2), a Department of Water Resources Integrated Water Resources Management Grant

BIDS OPEN: 2:00PM ON Tuesday July 7, 2026

PROJECT LOCATION: Brothers Ranch, Las Lomas, Monterey County, Ca.

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

NOTICE TO CONTRACTORS

1. Sealed bids for the work shown on the plans entitled:

Brothers Ranch Hydrologic Restoration Project

CONTRACT NO. 2026-CON-02

will be received at the office of the Resource Conservation District of Santa Cruz County (the "RCDSCC") 2425 Porter Street Suite 19, Soquel, CA 95073, until 2:00PM on July 7, 2026. Bids will be publicly opened and read at the above address at 2 pm on July 7, 2026.

2. General Description:

GENERAL PROJECT DESCRIPTION:
Base Bid: Install one (1) infiltration basin to detain flow directed from ephemeral drainage; grade ephemeral creek floodplain, remove and relocate vegetation.

Additive Alternate Bid: Install a second infiltration basin to detain flow directed from ephemeral drainage; grade ephemeral creek floodplain, remove and relocate vegetation.

BASIS OF AWARD: The lowest bid shall be the lowest total of the bid prices on the Base Bid (Items 1-18) and all bid prices on the Additive Alternate (Items 19-37).

FUNDING AGENCIES: Pajaro Valley Water Management Agency (Department of Conservation) and San Benito County Water District (Department of Water Resources)

LANDOWNER NAME: Elkhorn Slough Foundation

LANDOWNER ADDRESS: P.O. Box 267, Moss Landing, CA 95039

PROJECT LOCATION: Brothers Ranch, Las Lomas, Monterey County, CA.

SPECIAL GRANT REQUIREMENTS OR DEADLINES: October 15, 2026

3. NOTICE OF GRANT FUNDING: BIDDERS ARE NOTIFIED THAT THIS PROJECT IS FUNDED BY Pajaro Valley Water Management Agency Contract #3023-4000.2, a Department of Conservation Multi-benefit Land Repurposing Grant and San Benito County Water District (4600015398-2), a Department of Water Resources Integrated Water Resources Management Grant (THE FUNDING AGENCIES).THIS IS A GRANT-FUNDED PROJECT.

THE RCDSCC WILL NOT PAY THE CONTRACTOR UNTIL GRANT FUNDS ARE RECEIVED FROM THE FUNDING AGENCY, WHICH IS NORMALLY BETWEEN 60 TO 120 DAYS FROM AN APPROVED PAY REQUEST. FOR EACH PAY REQUEST, THE CONTRACTOR WILL BE REQUIRED TO COMPLETE FORMS AS REQUIRED BY THE FUNDING AGENCY.

4. A mandatory pre-bid meeting is scheduled on June 18th at 9:00AM located at the Brothers Ranch Property off of Hall Road and Valley View Road. Property is located just past Carneros Creek crossing .2 miles from Hall Road, meeting inside the entrance gate on the right (36.85428896 N, -121.72428298 W). Bids will not be considered from Contactors who are not represented at the meeting.

5. The RCDSCC or the Landowner will obtain all necessary permits for the work, except as expressly noted in the Special Conditions. The contract will not be awarded until all permits have been issued and are in possession of the RCDSCC.

6. The Contractor's bid shall remain valid for a period of 90 days.

7. Bids are required for the entire work for both the Base Bid and the Additive Alternate, as described in the Contract Documents,

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 Santa Cruz County."

9. At the time this contract is awarded, the Contractor shall possess either a Class A license, , or a combination of license classification which constitutes a majority of the work.

10. Plans, specifications and proposal forms may be seen and obtained on the RCDSCC webpage: https://www.rcdsantacruz.org/request-for-qualifications

11. The successful bidder shall furnish certificates of insurance, endorsements, a payment bond, and a performance bond prior to commencement of work on the project.

12. In making progress payments, RCDSCC will make full payment to Contractor for all invoices that total up to 95% of the total Contract Price, in accordance with the terms of this Agreement. RCDSCC will withhold the final 5% of payments or progress payments until final project completion and RCDSCC's acceptance of the Work performed by Contractor. Pursuant to Public Contract Code Section 22300, Contractor may substitute securities for any monies withheld by a public agency to ensure performance under the Contract.

13. Pursuant to Section 1770 et seq. of the California Labor Code, the Contractor shall be required to pay the general prevailing wage rates as determined by the Director of Industrial Relations of the State of California (DIR). AB 1768 (effective January 1, 2020) amended the

definition of "public works" in Labor Code 1720(a) to provide that prevailing wages must be paid not only on construction work but on *"**work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction…regardless of whether any further construction work is conducted…"*** Prevailing wage rates can be found at:

http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

14. Pursuant to Section 1725.5 of the California Labor Code, all Contractors and their Subcontractors MUST be registered with the DIR prior to bidding on this contract, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

15. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violations identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

16. The Agency shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. 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.

17. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors and subcontractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID unless exempt. Registration is not required when the prime contract is twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work (Labor Code 1725.5(f)). The unregistered contractor or subcontractor is required to pay prevailing wages if the contract is greater than $1,000, but not required to furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner. The unregistered contractor or subcontractor shall retain the records specified in Section 1776 for at least three years after completion of the work.

18. Contractor and any subcontractor shall comply with the requirements of California Labor Code Sections 1777.5 through 1777.7 regarding the employment of apprentices, which are incorporated herein by this reference.

19. INTENTIONALLY DELETED.

20. INTENTIONALLY DELETED.

21. No bid will be considered unless it is made on the forms furnished by the RCDSCC and is made in accordance with the provisions herein.

22. The RCDSCC reserves the right to reject any or all bids, or to waive any irregularity in any bid.

23. Contractor represents and warrants, to the best of its knowledge and belief, that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. Contractor shall provide immediate written notice to the RCDSCC if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to RCDSCC, RCDSCC may terminate this Agreement.

INSTRUCTIONS TO BIDDERS

1. GENERAL. Bids shall include:

A) Bids shall be made on the forms included with these documents. All items on the forms must be filled out; numbers must be stated in figures and signatures of all individuals must be in longhand. The completed forms must be without interlineations, alterations or erasures.

B) All prices or notations must be typed or written in ink. Bids written with pencil will not be accepted. Bidders must verify all quotations before submission, as they cannot be corrected after the bids are opened.

C) All bids must be signed with the firm name and by a responsible officer or employee.

D) All addenda or bulletins issued during the time of bidding are to be included in the bid, and upon execution of a contract they will become a part thereof.

E) A list of Subcontractors must be attached.

F) The required bidder's bond or equivalent cashier's check shall accompany the bid.

G) Completed Non-Collusion Affidavit.

H) Bids may be withdrawn by the bidder prior to, but not after, the time fixed for opening of bids

I) No contractor or subcontractor may submit a bid proposal for a public works project 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)]

J) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

K) Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with paragraphs I and J above, shall be rejected; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), RCDSCC may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

L) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

M) Completed **IRAN CONTRACTING ACT CERTIFICATION.**

N) Bid Bond. 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 Santa Cruz County."

2. INTERPRETATION OF DOCUMENTS. Should a bidder find discrepancies and/or omissions in the Contract Documents or should he or she be in doubt as to their meaning, he or she shall at once notify the Project Manager of the RCDSCC and should it be found necessary, a written addendum will be sent to all bidders. The RCDSCC will not be responsible for any oral interpretations or instructions.

3. AWARD AND EXECUTION OF CONTRACT. A contract will not be awarded until project funding is secured and all permits have been issued and are in possession of the RCDSCC.

4. INSURANCE, BONDS, COMMENCEMENT OF THE WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The apparent low bidder shall submit certificates of insurance, insurance endorsements and payment and performance bonds within ten (10) calendar days after bid opening. The Contractor shall begin work within 3 days after award or on the date specified in the Notice to Proceed.

5. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

The Work must be completed within 42 calendar days from the date of the Notice to Proceed.

Each Bidder is advised of the following critical deadlines: Project must be completed by October 15, 2026 due to permitting requirements, time being of the essence.

The Contractor shall pay to the RCDSCC the sum of $ 1,000 (ONE THOUSAND DOLLARS) per day for each and every calendar day's delay in finishing the work beyond the completion date set forth above.

6. CALIFORNIA AIR RESOURCES BOARD CERTIFICATE OF REPORTED COMPLIANCE FOR OFF-ROAD DIESEL FLEET. Amendments to the California Code of Regulations, Title 13, Chapter 9, Article 4.8, Section 2449, were approved by the California Air Resources Board (CARB) in 2022 to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) which incorporate new contracting requirements. Prior to award of the contract, the Contractor shall provide valid Certificates of Reported Compliance, as described in Off Road Regulation section 2449(n), for the fleet *selected for the contract and their listed subcontractors*, if applicable.

For projects subject to the Off-Road Regulations, the Contractor shall provide to the RCD all Certificates of Reported Compliance with the Contractor's insurance and bonds within seven days of the Notice of Intent to Award, and in any event by no later than award; or the Contractor shall state in writing that Contractor and its subcontractors will not use any vehicles subject to the Off Road Diesel Regulations.

BID FORM

TO THE RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

Re: Project Name: _____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the RCDSCC in the form included in the Contract Documents (contract), to perform and furnish all work as specified or indicated in the Contract Documents for the contract Sum and within the contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Notice Inviting Bids and these including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

(a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder

(b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis regarding the Project and the Site.

(c) Bidder has given the RCDSCC prompt written notice of all conflicts, errors, ambiguities, or discrepancies that he/she has discovered in or among the Contract Documents, and the written resolution thereof through Addenda, issued by the RCDSCC, is acceptable to Contractor.

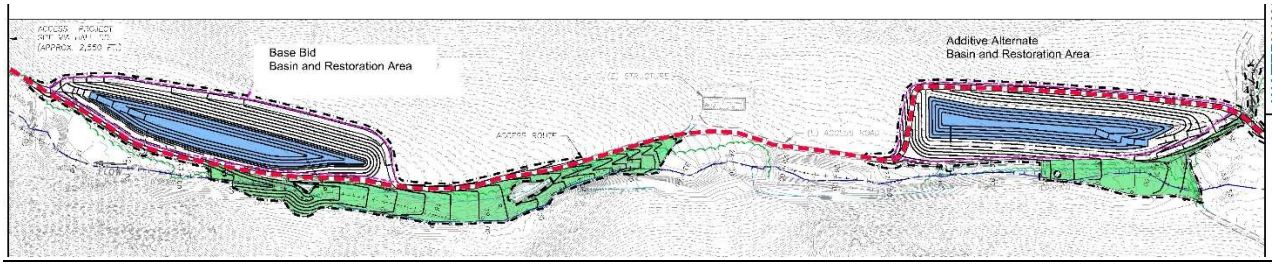
4. Based on the foregoing, Bidder proposes and agrees to fully perform the work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items must be filled in completely.

The Resource Conservation District of Santa Cruz County is seeking bids for both the Base Bid and the Additive Alternate as shown on the diagram below. The Base Bid comprises the basin and restoration area to the north, representing the work downstream of Station 24+00 as set forth in Items 1 through 18 of the bid schedule. The Additive Alternate comprises the basin and restoration area to the south, representing the work upstream of Station 24+00 as set forth in Items 19 through 37 of the bid schedule (See Picture Below). The respective scopes, configurations, and geographic locations of the Base Bid and the Additive Alternate are set forth in the plans and specifications. Bidders must submit a complete and competitive bid price for both the Base Bid and the Additive Alternate. The submission of a bid proposal that omits a price for either the Base Bid or the Additive Alternate will be deemed irregular and shall result in the rejection of the entire bid as non-responsive.

Diagram of the Base Bid and Additive Alternate Bid:



BASIS OF AWARD: The lowest bid shall be the lowest total of the bid prices on the Base Bid (Items 1-18) and all bid prices on the Additive Alternate (Items 19-37). In accordance with California Public Contract Code Section 20103.8(b), the lowest bid shall be determined by the lowest total combined price of the Base Bid and the Additive Alternate. The total combined amount of the Base Bid and the Additive Alternate will be used for the sole purpose of determining the lowest responsive and responsible bidder. The Resource Conservation District reserves the right to reject all bids, to waive any informality or irregularity in any bid received, to award a contract for the Base Bid only, or to award a contract for both the Base Bid and the Additive Alternate. As permitted by law, the selection of the low bidder via this combined total does not limit or preclude the Resource Conservation District from deciding to add or remove the Additive Alternate prior to or at the time of the final contract execution.

ITEM NO.	SPECIFICATION	ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
BASE BID: WORK DOWNSTREAM OF STA. 24+00						
1	015000	MOBILIZATION AND DEMOBILIZATION (DOWNSTREAM OF STA. 24+00)	1	LS		
2	015626	ESA FENCE (DOWNSTREAM OF STA. 24+00)	1,421	LF		
3	015713	TEMPORARY EROSION CONTROL (DOWNSTREAM OF STA. 24+00)	1	LS		
4	015713	TREE PROTECTION (DOWNSTREAM OF STA. 24+00)	2	EA		
5	015713.01	FIBER ROLL (DOWNSTREAM OF STA. 24+00)	48	LF		
6	015713.02	SILT FENCE (DOWNSTREAM OF STA. 24+00)	600	LF		
7	015723	SWPPP IMPLEMENTATION (DOWNSTREAM OF STA. 24+00)	1	LS		
8	024100	DEMOLITION (DOWNSTREAM OF STA. 24+00)	1	LS		

9	311100	CLEARING AND GRUBBING (DOWNSTREAM OF STA. 24+00)	1	LS		
10	312316	UNCLASSIFIED EXCAVATION (DOWNSTREAM OF STA. 24+00)	7,992	CY(F)		
11	312319	DEWATERING (DOWNSTREAM OF STA. 24+00)	1	LS		
12	312323	ENGINEERED FILL (DOWNSTREAM OF STA. 24+00)	1	LS		
13	329000	SEEDING (DOWNSTREAM OF STA. 24+00)	2.3	ACRE		
14	329300	WILLOW TRANSPLANTS (DOWNSTREAM OF STA. 24+00)	2	EA		
15	334000	DRAINAGE FACILITIES (DOWNSTREAM OF STA. 24+00)	1	LS		
16	354200	LOGS (DOWNSTREAM OF STA. 24+00)	17	EA		
					BASE BID SUBTOTAL	
BASE BID UNIT PRICING						
17	024100	BURIED DEBRIS DISPOSAL	20	TON		
18	312316	EXCAVATION - UNSUITABLE MATERIALS	20	CY		
TOTAL 1-18						

ITEM NO.	SPECIFICATION	ITEM	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
ADDITIVE ALTERNATE: WORK UPSTREAM OF STA. 24+00						
19	015000	INCREMENTAL COST OF MOBILIZATION AND DEMOBILIZATION (UPSTREAM OF STA. 24+00)	1	LS		
20	015626	ESA FENCE (UPSTREAM OF STA. 24+00)	973	LF		
21	015713	TEMPORARY EROSION CONTROL (UPSTREAM OF STA. 24+00)	1	LS		
22	015713	TREE PROTECTION (UPSTREAM OF STA. 24+00)	2	EA		
23	015713.01	FIBER ROLL (UPSTREAM OF STA. 24+00)	72	LF		
24	015713.02	SILT FENCE (UPSTREAM OF STA. 24+00)	600	LF		
25	015723	SWPPP IMPLEMENTATION (UPSTREAM OF STA. 24+00)	1	LS		
26	024100	DEMOLITION (UPSTREAM OF STA. 24+00)	1	LS		
27	311100	CLEARING AND GRUBBING (UPSTREAM OF STA. 24+00)	1	LS		
28	312316	UNCLASSIFIED EXCAVATION (UPSTREAM OF STA. 24+00)	5,455	CY(F)		
29	312319	DEWATERING (UPSTREAM OF STA. 24+00)	1	LS		
30	312323	ENGINEERED FILL (UPSTREAM OF STA. 24+00)	1	LS		
31	313519.16	SLOPE PROTECTION FABRIC	200	SY		
32	329000	SEEDING (UPSTREAM OF STA. 24+00)	1.9	ACRE		
33	329300	WILLOW TRANSPLANTS (UPSTREAM OF STA. 24+00)	2	EA		
34	334000	DRAINAGE FACILITIES (UPSTREAM OF STA. 24+00)	1	LS		
35	354200	LOGS (UPSTREAM OF STA. 24+00)	11	EA		
					UPSTREAM ADDITIVE ALTERNATE SUBTOTAL	
ADDITIVE ALTERNATE UNIT PRICING						
36	024100	BURIED DEBRIS DISPOSAL	20	TON		
37	312316	EXCAVATION - UNSUITABLE MATERIALS	20	CY		
TOTAL 19-37						

Note: BASIS OF PAYMENT FOR UNIT PRICE ITEMS

The quantities specified in the bid schedule for buried debris disposal (Item 17 and Item 36) are established at an estimate of 20 tons each, and the quantities for excavation of unsuitable materials (Item 18 and Item 37) are established at an estimate of 250 cubic yards each. The RCDSCC does not know the actual extent or volume of the work that will ultimately be required for these items, as subsurface conditions cannot be fully determined in advance. These specific quantities are designated solely as placeholders to provide a uniform, mathematical basis for comparing bids and determining the lowest responsive bidder at the public bid opening. Bidders shall provide a single, fixed unit price per ton or per cubic yard for each respective item, which will be multiplied by these placeholder quantities to calculate the extended total for the line item.

Payment to the Contractor will be made exclusively for the actual quantities of work performed and accepted in the field, as verified by the engineer through direct measurement, weight tickets, or engineering calculations. The contractor shall have no claim for damages, anticipated profits, or an adjustment to the unit price if the actual quantities encountered during construction vary from these placeholders, whether the final quantities are greater, lesser, or reduced to zero. The

RCDSCC reserves the right to reject any bid as non-responsive if the unit prices submitted for these placeholder items are determined to be materially or mathematically unbalanced.

TOTAL BID AMOUNT

Base Bid Total (1-18): $_____

Additive Alternate (19-37): $ _____

Total Bid Price: (1-37) $_____

_____

(Fill out Total Bid Price in Words)

5. Subcontractors work is included in all Bid items, and Subcontractorsare listed on the attached Subcontractor's List.

6. The undersigned Bidder understands that the RCDSCC reserves the right to reject any or all bids received.

7. If the RCD accepts this Bid, the undersigned Bidder shall execute and deliver the Contract Documents, bonds and insurance required herein.

8. The undersigned Bidder herewith encloses 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, including alternative(s), and made payable to the "Resource Conservation District of Santa Cruz County."

9. The undersigned Bidder agrees to commence work under the Contract Documents as specified in the Notice to Proceed and to complete all work within the time specified in the Contract Documents. The undersigned Bidder acknowledges that the RCDSCC has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges that the RCDSCC has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

10. The undersigned Bidder agrees that liquidated damages for failure to complete all work in the contract within the time specified shall be as set forth in the Contract Documents.

11. The names of all persons interested in the foregoing Bid as principals are:

NAME OF BIDDER:

_____

Name

_____
Title

_____
Address

_____
Telephone/Fax/e-mail

_____

Licensed in accordance with an act for the registration of Contractors, and with license number:_____ Expiration: _____.

DIR Registration number: _____Expiration Date:_____

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
Signature

SUBCONTRACTOR LIST

PROJECT NAME: _____

BIDDER NAME: _____

In accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) and Labor Code §1725.5, the undersigned bidder hereby lists the names and information of each subcontractor who will perform work, labor, or render service in excess of **one-half of one percent (0.5%) of the total bid amount**, or who will specially fabricate and install a portion of the work in excess of that amount. All fields must be completed for each subcontractor.

Subcontractor Business Name	Subcontractor Business Location	CSLB License No.	DIR Registration No.	Portion of Work (Trade/Scope)

NOTES:

1. **Do not list yourself (the prime contractor) as a subcontractor.**
2. All listed subcontractors must possess a valid California contractor's license and be registered with the Department of Industrial Relations (DIR) at the time of bid submission.
3. Failure to provide complete, accurate, and legible information may render the bid non-responsive.
4. Use additional sheets if necessary.

Contractor	Signed
Date	Name/Title

BIDDER CERTIFICATIONS

The undersigned Bidder certifies to RCDSCC the following:

STATEMENT OF CONVICTIONS
By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE
By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS
By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773 that requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE
By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 and Contractor and Subcontractors are eligible to bid and work on public works projects.

CERTIFICATION OF NON-DISCRIMINATION
By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

CERTIFICATION OF NON-DISQUALIFICATION
By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT
By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that RCDSCC will be relying on this certification if it awards the Contract to the undersigned.

CERTIFICATION REGARDING DIR CONTRACTOR/SUBCONTRACTOR REGISTRATION
By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on Document 00 43 30 (Subcontractors List) are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Subcontractors' registration numbers are as set forth in the Subcontractors List.

CERTIFICATION REGARDING CALIFORNIA AIR RESOURCES BOARD CERTIFICATE OF REPORTED COMPLIANCE FOR OFF-ROAD DIESEL FLEET. Amendments to the California Code of Regulations, Title 13, Chapter 9, Article 4.8, Section 2449, were approved by the California Air Resources Board (CARB) in 2022 to the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation or regulation) incorporate new contracting requirements. Contractor hereby certifies that it will provide valid Certificates of Reported Compliance, as described in Off Road Regulation section 2449(n), for the fleet *selected for the contract and their listed subcontractors*, if applicable, and comply with all applicable Off-Road Regulations.

IRAN CONTRACTING ACT CERTIFICATION
By my signature hereunder, as the Contractor, I certify that I have completed the Iran Contracting Act Certification.

CERTIFICATION OF CONTRACT ACCEPTABILITY
By my signature hereunder, as the Contractor, I certify that I have reviewed the bid documents and the Contract Documents and if selected, will execute the Contract form in its current form.

BIDDER: _____
(Name of Bidder)

Date: _____, **2026**

By:_____
(Signature)

Name:_____
(Print Name)

Its:_____
(Title)

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code §§ 2200 - 2204.)

Project Name: _____

As required by California Public Contract Code §2204, Contractor certifies that the option checked below relating to Contractor's status under the Iran Contracting Act of 2010 (Public Contract Code §§ 2200 et seq.) is true and correct:

☐ **Non-Listed Status:**
Contractor is not:

(i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services (DGS) in accordance with subdivision (b) of Public Contract Code section 2203; **and**

(ii) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any person or entity identified on the DGS list, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ **Public Entity Exemption:**
The Resource Conservation District of Santa Cruz County (RCD) has exempted Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, RCD will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ **Contract Value Exemption:**
The total amount payable to Contractor under the Contract is less than **$1,000,000.**

CERTIFICATION

I, the undersigned named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Contractor to the above selected option. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

_____	_____
Contractor	Signed
_____	_____
Date	Name/Title

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

PUBLIC CONTRACT CODE
SECTION 7106 AFFIDAVIT

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].”

_____
Bidder

END OF DOCUMENT -- BIDDER CERTIFICATIONS

CONTRACT BETWEEN
RESOURCE CONSERVATION DISTRICT
OF SANTA CRUZ COUNTY