

CALTRANS
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BID

FOR CONSTRUCTION ON STATE HIGHWAY IN
KERN COUNTY NEAR GRAPEVINE AT VARIOUS LOCATIONS FROM 1.4 MILES NORTH OF FORT
TEJON OVERCROSSING TO 1.3 MILES SOUTH OF GRAPEVINE UNDERCROSSING
In District 06 on Route 5

UNDER

Notice to Bidders and Special Provisions dated June 10, 2019

Project plans approved March 18, 2019

Standard Specifications dated 2018

Standard Plans dated 2018

Identified by

Contract No. 06-0Q8204

06-Ker-5-6.4/8.8

Project ID 0613000243

Electronic Bidding Contract

Bids open Thursday, July 11, 2019

Dated June 10, 2019

Check: 8F73056E07

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
BID TO THE DEPARTMENT OF TRANSPORTATION
DES-OE-0102.1 (REV 1/13/2017)**

NAME OF BIDDER R.C. Becker and Son, Inc

BUSINESS STREET ADDRESS 28355 Kelly Johnson Pkwy

CITY, STATE, ZIP Santa Clarita, CA, 91355

TELEPHONE NO. with AREA CODE 6612594845

FAX NO. with AREA CODE 6612599869

CONTRACTOR LICENSE NO. 258762

PUBLIC WORKS CONTRACTOR REGISTRATION NO. 1000001096

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the Notice to Bidders.

For a cost plus time based bid on a contract without a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the non-establishment work within the number of working days bid for non-establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List.

Bidder agrees:

2.1 If a discrepancy between the unit price and the item total exists, the unit price prevails except:

2.1.1 If the unit price is omitted, or the same as the item total, the item total prevails and the unit price is the quotient of the item total and the quantity.

2.1.2 If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.

2.2 If the unit price and the item total are omitted, the bid may be determined nonresponsive. If a lump sum total price is omitted, the bid may be determined nonresponsive.

2.3 Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the the item total, the item total prevails.

2.4 Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

2.5 Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

2.6 For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.

For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

2.7 The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda: 1

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid, including any additive items:

Electronic Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

5.1 Criminal prosecution

5.2 Rejection of the bid

5.3 Rescission of the award

5.4 Termination of the Contract

BY (Authorized Signature) ; DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ITEM NUMBER	ITEM CODE	QUANTITY	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
BID ITEM LIST 1					
BID ITEM LIST					
1	070030 LEAD COMPLIANCE PLAN	1	LS	\$1,121.25	\$1,121.25
2	120090 CONSTRUCTION AREA SIGNS	1	LS	\$23,000.00	\$23,000.00
3	120100 TRAFFIC CONTROL SYSTEM	1	LS	\$183,551.25	\$183,551.25
4	128652 PORTABLE CHANGEABLE MESSAGE SIGN (LS)	1	LS	\$4,137.44	\$4,137.44
5	130100 JOB SITE MANAGEMENT	1	LS	\$2,252.44	\$2,252.44
6	130200 PREPARE WATER POLLUTION CONTROL PROGRAM	1	LS	\$6,867.86	\$6,867.86
7	130610 TEMPORARY CHECK DAM	130	LF	\$7.37	\$958.10
8	130620 TEMPORARY DRAINAGE INLET PROTECTION	3	EA	\$403.00	\$1,209.00
9	130640 TEMPORARY FIBER ROLL	7900	LF	\$5.08	\$40,132.00
10	130710 TEMPORARY CONSTRUCTION ENTRANCE	8	EA	\$5,425.19	\$43,401.52
11	130730 STREET SWEEPING	1	LS	\$18,200.00	\$18,200.00
12	130900 TEMPORARY CONCRETE WASHOUT	1	LS	\$8,450.00	\$8,450.00
13	131103 WATER QUALITY SAMPLING AND ANALYSIS DAY	30	EA	\$632.50	\$18,975.00
14	131104 WATER QUALITY MONITORING REPORT	30	EA	\$172.50	\$5,175.00
15	131105 WATER QUALITY ANNUAL REPORT	1	EA	\$862.50	\$862.50
16	131201 TEMPORARY CREEK DIVERSION SYSTEMS	1	LS	\$100,811.41	\$100,811.41
17	160110 TEMPORARY HIGH-VISIBILITY FENCE	6120	LF	\$7.89	\$48,286.80
18	037846 TEMPORARY HIGH-VISIBILITY FENCE (PORTABLE)	2050	LF	\$9.42	\$19,311.00
19	170103 CLEARING AND GRUBBING (LS)	1	LS	\$362,931.82	\$362,931.82
20	193030 PERVIOUS BACKFILL MATERIAL	7	CY	\$12,977.42	\$90,841.94
21	198011 IMPORTED BORROW (TON)	26	TON	\$137.00	\$3,562.00
22	210111 IMPORTED TOPSOIL (TON)	13	TON	\$261.23	\$3,395.99
23	210252	196000	SQFT	\$0.19	\$37,240.00

BONDED FIBER MATRIX (SQFT)					
24	210270	98000	SQFT	\$0.68	\$66,640.00
ROLLED EROSION CONTROL PRODUCT (NETTING)					
25	210350	7620	LF	\$3.28	\$24,993.60
FIBER ROLLS					
26	210610	604	CY	\$110.12	\$66,512.48
COMPOST (CY)					
27	210630	98000	SQFT	\$0.06	\$5,880.00
INCORPORATE MATERIALS					
28	390136	11	TON	\$511.70	\$5,628.70
MINOR HOT MIX ASPHALT					
29	394073	59	LF	\$23.62	\$1,393.58
PLACE HOT MIX ASPHALT DIKE (TYPE A)					
30	394090	45	SQYD	\$55.53	\$2,498.85
PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)					
31	398001	410	SQFT	\$3.77	\$1,545.70
REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)					
32	414201	420	LF	\$30.90	\$12,978.00
JOINT SEAL (SILICONE)					
33	414221	760	LF	\$62.65	\$47,614.00
REPLACE JOINT SEAL (SILICONE)					
34	510050	2.1	CY	\$4,519.08	\$9,490.07
STRUCTURAL CONCRETE					
35	511106	9	LF	\$235.06	\$2,115.54
DRILL AND BOND DOWEL					
36(F)	520107	30	LB	\$146.77	\$4,403.10
BAR REINFORCING STEEL (BOX CULVERT)					
37	600033	2	CF	\$2,512.00	\$5,024.00
REMOVE UNSOUND CONCRETE					
38	665017	4	LF	\$260.05	\$1,040.20
18" CORRUGATED STEEL PIPE (.079" THICK)					
39	680285	87	LF	\$29.04	\$2,526.48
4" PLASTIC PIPE UNDERDRAIN					
40	690123	10	LF	\$392.28	\$3,922.80
24" CORRUGATED STEEL PIPE DOWNDRAIN (.079" THICK)					
41	692009	1	EA	\$1,824.60	\$1,824.60
24" ENTRANCE TAPER					
42	692209	1	EA	\$1,464.89	\$1,464.89
24" DOWNDRAIN SLIP JOINT					
43	710126	1	EA	\$1,134.84	\$1,134.84
REMOVE OVERSIDE DRAIN					
44	710132	4	LF	\$189.72	\$758.88
REMOVE CULVERT (LF)					
45	710260	690	CY	\$323.99	\$223,553.10
REMOVE CONCRETE (CHANNEL)					
46	037847	3740	LF	\$29.47	\$110,217.80
CLEANING, INSPECTING, AND PREPARING CHANNEL (LF)					
47	710368	67	CY	\$390.08	\$26,135.36
CULVERT SLURRY-CEMENT BACKFILL					
48	721430	900	CY	\$883.47	\$795,123.00

CONCRETE (CHANNEL LINING)					
49	729011	120	SQYD	\$52.13	\$6,255.60
	ROCK SLOPE PROTECTION FABRIC (CLASS 8)				
50 (F)	750001	300	LB	\$3.32	\$996.00
	MISCELLANEOUS IRON AND STEEL				
51	800007	170	LF	\$35.65	\$6,060.50
	FENCE (TYPE BW, 5-STRAND, METAL POST)				
52	803030	260	LF	\$10.75	\$2,795.00
	REMOVE FENCE (TYPE BW)				
53	BLANK	1	LS		
54	BLANK	1	LS		
55	839521	4200	LF	\$26.07	\$109,494.00
	CABLE RAILING				
56	999990	1	LS	\$339,125.04	\$339,125.04
	MOBILIZATION				
Section 1 Total					\$2,913,820.03
Item Total					\$2,913,820.03

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTOR LIST
DES-OE-0102.2C (REV. 3/2015)

Enter Bid Item Number. (Item)

Enter percent of Bid Item subcontracted. (%)

If the percentage of the bid item work is less than 100 percent, list the description of the portion of the work to be subcontracted. Enter the description of the percentage of work to be performed by subcontractor. (Description)

DO NOT USE SEMICOLONS (;) IN YOUR INPUT.

Sample Data Entry:

Item	%	Description
6	75	striping
42	15	reinforcement
54	100	

1) List this subcontractor? YES NO
 Business Name Austin Enterprise Location City Bakersfield State CA
 California Contractor License Number 764893 Public Works Contractor Registration
 Number 1000001896

Portion of Work Subcontracted

Item	%	Description
19	1	Sawcutting
31	70	Sawcutting
32	31	Install Silicone Sealant
33	22	Install Silicone Sealant
45	16	Sawcut

2) List this subcontractor? YES NO
 Business Name Austin Enterprise Location City Bakersfield State CA
 California Contractor License Number 764893 Public Works Contractor Registration
 Number 1000001896

Portion of Work Subcontracted

Item	%	Description
48	1	Drill Weep Holes

3) List this subcontractor? YES NO
 Business Name Marina Landscape Location City Orange State CA
 California Contractor License Number 492862 Public Works Contractor Registration
 Number 1000000079

Portion of Work Subcontracted

Item	%	Description
23	100	Bonded Fiber Matrix
24	100	Rolled Erosion Control Product
25	100	Fiber Rolls
26	100	Compost
27	100	Incorporate Materials

4) List this subcontractor? YES NO
 Business Name Marina Landscape Location City Orange State CA
 California Contractor License Number 492862 Public Works Contractor Registration
 Number 1000000079

Portion of Work Subcontracted			Description
Item	%		
9	100	Temporary Fiber Roll	
7	100	Temp Check Dam	
8	100	Temp Drain Inlet	

5) List this subcontractor? YES NO
Business Name C&W Construction Specialties, Inc Location City Ventura State CA
California Contractor License Number 256795 Public Works Contractor Registration Number 1000007135

Portion of Work Subcontracted			Description
Item	%		
51	100	Fence	
52	100	Remove Fence	
55	100	Cable Railing	

6) List this subcontractor? YES NO
Business Name Helm Location City Phoenix State AZ
California Contractor License Number n/a Public Works Contractor Registration Number n/a

Portion of Work Subcontracted			Description
Item	%		
16	30	Temp Creek Diversion System	

7) List this subcontractor? YES NO
Business Name helm Location City phoeniz State AZ
California Contractor License Number Public Works Contractor Registration Number

Portion of Work Subcontracted			Description
Item	%		
16	30	Temp Creek Diversion System	

8) List this subcontractor? YES NO
Business Name Location City State
California Contractor License Number Public Works Contractor Registration Number

Portion of Work Subcontracted			Description
Item	%		

9) List this subcontractor? YES NO
Business Name Location City State
California Contractor License Number Public Works Contractor Registration Number

Portion of Work Subcontracted			Description
Item	%		

10) List this subcontractor? YES NO
Business Name Location City State
California Contractor License Number Public Works Contractor Registration Number

Portion of Work Subcontracted			Description
Item	%		

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CALIFORNIA COMPANY PREFERENCE
DES-OE-0102.9 (NEW 11/2008)**

This form must be completed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.

The undersigned certifies that it is a "California company" as defined in Pub Cont Code §6107 and meets one of the following (check appropriate box and enter requested information):

I am a California company which has its principal place of business in California.

or

I am a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State _____

or

I am a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State _____

California Sales or Use Tax No. _____

or

The undersigned certifies that it is not a "California Company."

I am not a California company. My principal place of business is in: (Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business.

Describe _____

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

Date: _____

Signature of Bidder: _____

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
DES-OE-01012.a (REV 8/2012)**

To opt out of payment adjustments for price index fluctuations as specified, complete this form.

I opt out of the payment adjustments for price index fluctuations.

Enter Date and Name to opt out of payment adjustments for price index fluctuations.

Date:

Bidder's Name:

Signature of Bidder: _____

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
CERTIFICATIONS**

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:
State of CA County of Los Angeles

Name: John Becker ,
being first duly sworn, deposes and says that he or she is Vice President of R.C. Becker and Son, Inc 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.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES NO

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

ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder has has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the Standard Specifications.

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

YES NO

2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsible bidder by a public entity, including federal, State, local or regional entities?

YES NO

3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?

YES NO

4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:

4.1. Date of each nonresponsibility determination

4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination

4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

Bidder's Bond

DES-OE-0102.3 (REV 3/2008)

Bidder's Security: Electronic Bidder's Bond

If electronic Bid Bond data is not submitted with bid, submit Bidder's Security. Bidder's Security must be received by Office Engineer before bid opening date and time. Bid Bond forms can be downloaded from the Caltrans Electronic Bidding website at: http://www.dot.ca.gov/hq/esc/oe/electronic_bidding/electronic_bidding.html. Bid Bond forms are also the last 2 pages of the printout of the electronic bid.

Bond ID: 4QTJ-W13J-MJYG-CFJ7

Bond Registry: SurePathNetwork

Bond Percent: 10

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
BIDDER'S BOND
DES-OE-0102.3 (REV 3/2008)

Contract No. 06-0Q8204

Bond No. _____

We _____

_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for CONSTRUCTION ON STATE HIGHWAY IN KERN COUNTY NEAR GRAPEVINE AT VARIOUS LOCATIONS FROM 1.4 MILES NORTH OF FORT TEJON OVERCROSSING TO 1.3 MILES SOUTH OF GRAPEVINE UNDERCROSSING In District 06 on Route 5 for which bids are to be opened at 1727 30th Street, Sacramento CA 95816 on Thursday, July 11, 2019

NOW, THEREFORE, if the Principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated _____, 20_____.

Principal

Surety

Address of Surety (For correspondence or claims)

By _____

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On this _____ before me, _____ ,
Date Here Insert Name and Title of the Officer

personally appeared _____ ,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Signature _____
Signature of Notary Public

We R.C. Becker and Son, Inc.
28355 Kelly Johnson Pkwy., Santa Clarita, CA 91355 as Principal, and
Fidelity and Deposit Company of Maryland

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for Construction on State Highway in Kern County near Grapevine at various
(Copy here the exact description of work, including location, as it appears on the proposal)
locations from 1.4 miles North of Fort Tejon overcrossing to 1.3 miles South of Grapevine undercrossing
for which bids are to be opened at Sacramento
(insert place where bids will be opened)
on July 11, 2019
(insert date of bid opening)

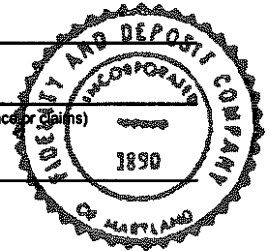
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: July 2, 2019.

R.C. Becker and Son, Inc.
Principal
Fidelity and Deposit Company of Maryland
Surety

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
Address of Surety (for correspondence or claims)
By See Attached Digital Signature
Maria Pena Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____ }

N/A - Electronic Bid Bond

On this _____ before me, _____
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Signature _____
Signature of Notary Public

Bond Number Bid Bond

Obligee State of California Department of Transportation

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Maria Pena, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

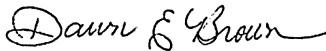
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of January, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*
Vice President



By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 24th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of July, 2019 .




Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Status	Name	Issuer	Valid From	Valid To	Local Signing Time
 Signature Valid	Maria T Pena	TrustID CA A12	4/23/2019 1:25:39 PM	8/10/2019 1:25:39 PM	July 03, 2019 12:06:16