

CONTRACTOR'S PROPOSAL
TO THE
CITY OF MONTCLAIR
FOR THE CONSTRUCTION OF
HUMAN SERVICES/RECREATION BUILDING IMPROVEMENT
PROJECT
A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

Rasmussen Brothers
Company CONSTRUCTION, INC
410411 BAYLAND MOUNTAIN RD
Address
FALLBROOK, CA 92028
710-731-5245
Telephone Number
485897
California State License Number

TO THE HONORABLE CITY COUNCIL, CITY OF MONTCLAIR, CALIFORNIA:

Pursuant to the Public Notice Inviting Bids, the undersigned bidder declares that he or she has carefully examined the location of the proposed work, that he or she has examined the plans and specifications for the above titled project and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete said work in accordance with said plans and specifications for the unit or lump sum prices set forth in the Schedule of Work Items.

The undersigned bidder further declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without any connection with any other party or parties making a proposal for the same purpose, that the proposal is in all respects fair and without collusion or fraud; that he or she has read that the Notice Inviting Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; and that he or she proposes and agrees, if this proposal be accepted, to contract in the form of agreement prescribed, to furnish all necessary labor, equipment and materials, to perform all the work specified in the bid documents and in the Plans and Specifications, and to complete the same within the time stipulated therein; and that he or she will accept in full payment therefor the unit or lump sum prices set forth in the Schedule of Work Items, to wit:

SCHEDULE OF WORK ITEMS

**BIDDING SCHEDULE
HUMAN SERVICES/RECREATION BUILDING IMPROVEMENT PROJECT
#108-36111/3613**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	NPDES Compliance	1	LS	500.00	500.00
2	Mobilization	1	LS	17,500.00	17,500.00
3	Traffic Control	1	LS	750.00	750.00
4	Complete Demolition and Construction of the Human Services / Recreation Building Improvements per Construction Drawings and Specifications	1	LS	356,668	356,668
5	Removal and Replacement of 4" PCC Sidewalk	250	SF	8.00	2,000.00

TOTAL SUM BID, ITEMS 1 THRU 5: \$ 337 377,418.00
 (BASE BID) Determines Low Bid

JR 10/23

ALTERNATIVE ADDITIVE BID ITEMS

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Minor work in the City Community Center	1	LS	4550.00	4550.00
2	Recreation Center Rolling Security Doors	1	LS	8840.00	8840.00

It is understood that bids are required for the entire work, except as may be modified in the Notice Inviting Bids. The bidder shall set forth for each item of work, in clearly legible

figures, an item price and a subtotal for the item in the respective spaces provided for this purpose. The amount of the bid for comparison purposes will be the total of all items. The subtotal of unit basis items will be determined as the product of the item price bid and the estimated quantity set forth for the item. In case of discrepancy between the item price and the subtotal set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is omitted or is the same amount as the entry in the "SUBTOTAL" column, then the amount set forth in the "SUBTOTAL" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "SUBTOTAL" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "SUBTOTAL" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The bidder further agrees that within ten (10) calendar days from the date of written notice of award of the contract, he will execute a contract in accordance with the proposal as accepted, will secure the required insurance and will furnish the required bonds; and that upon failure or refusal to do so within said time, then the proposal guaranty accompanying this proposal shall be forfeited to the City of Montclair for such failure or refusal and shall be deposited as moneys belonging to the city; provided that if said bidder shall execute a contract, secure the required insurance and furnish the required bonds within the time aforesaid, his check shall be returned to him within five (5) calendar days thereafter.

DECLARATION OF ELIGIBILITY TO CONTRACT

[Pursuant to Labor Code Section 1777.1 and Public Contract Code Section 6109]

The undersigned contractor certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

(a) A public entity, as defined in Section 1100 (of the Public Contract Code), may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor

Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

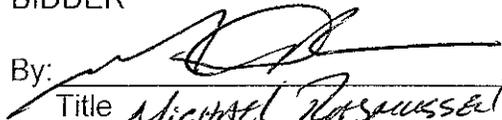
(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23 day of OCTOBER, 2014, at FALLBROOK, California.

BIDDER

By:


Title Michael Rasauskas, Pres/CEO

By: _____

Title

By: _____

Title

(SEAL)

NON-COLLUSION AFFIDAVIT

To: The City of Montclair:
County of San Bernardino
State of California

I, Michael Rasmussen, being first duly sworn, depose and state that I am
(name)
President of Rasmussen Brothers
(title) (Company) Constructors, 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; that 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 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 of 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 its 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.

[Signature]
Signature

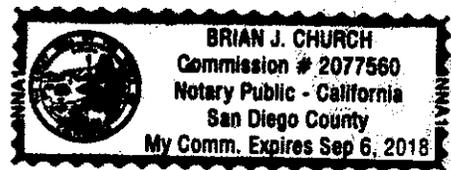
STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.)

Subscribed and sworn to before me this 22 day of October, 2014, by
Michael Rasmussen

Notary Public in and for the County of San Diego, State of California.

My Commission expires 9-6-, 2018.

Brian J Church
Notary Public



INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information that shall be considered part of his or her proposal. Additional sheets may be attached if necessary.

1. Name: RASMUSSEN BROTHERS CONSTRUCTORS, INC
2. Address: 40441 GAVILAN MOUNTAIN RD, FALSBROOK, CA 92028
3. Telephone:
Voice: 760-731-5243 Fax: 760-731-6452
4. Type of Firm: Individual Partnership Corporation (Circle one)
5. Organized under the laws of the State of Calif.
6. Contractor's License No. and Class: 495897 B

7. List the names, addresses and phone number of all members of the firm or names and titles of all officers of the corporation:

Name	Address	Phone (Voice)
<u>Michael Rasmussen, Pres/CEO</u>		
<u>Keith Rasmussen, V.P.</u>		
<u>Brian Rasmussen, V.P.</u>		
<u>Jason Rasmussen, V.P.</u>		

8. Number of years experience as a contractor in construction work: 29 years

9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
<u>240,688⁰⁰</u>	<u>CITY CLERKS BUILDING RENOVEL</u>	<u>5/14</u>	<u>CITY OF PALMDALE 909-820-2651</u>
<u>655,259⁰⁰</u>	<u>CITY HALL 2ND FLOOR & ROOF REPAIR</u>	<u>8/13</u>	<u>CITY OF MORADO VALLEY 951-413-3115</u>
<u>318,065⁰⁰</u>	<u>CORRY D SWIFT CORRECTIONAL FACILITY T.I.</u>	<u>11/12</u>	<u>COUNTY OF INDIANWELL 951-955-8467</u>

INFORMATION REQUIRED OF BIDDER

10. All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the "SCHEDULE OF WORK ITEMS"), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, or a subcontractor licensed by the State of California, who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor's total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the Contractor to do so, and other particular details concerning the same shall be as set forth in the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code (§ 4100, *et seq.*) to which the bidder is hereby referred.

Type of Work Bid Item(s)	Name of Firm or Contractor and Lic#	Location of mill, shop or office City and State
Electrical	Shelby's Electric	Lake Elsinore, CA
HVAC	West-Tech Mech	Montclair, CA
Epoxy Floor	Oak Ridge Ind.	Pomona, CA
Counter Doors	Commercial Door Co.	Pomona, CA

INFORMATION REQUIRED OF BIDDER

*Bidders shall provide contractors license numbers, phone numbers, email addresses and point of contact information for each of the listed sub-contractors within 72 hours of receiving written request from the City Engineer or his appointed designee. Each subcontractor is required to possess a City of Montclair business license before a Notice to Proceed can be issued.

11. List the name of the person who inspected the site of the proposed work for your firm: MIKE ROSMUSSEN

Date of Inspection: OCT. 16, 2014

12. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your company by the State Contractor's License Board:

N/A

13. Note: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of his current financial condition.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.



CONTRACTOR'S SIGNATURE

DATE: 10/23/14

BIDDER'S GUARANTEE

Attached is bidder's bond, certified check or cashier's check No. _____ of the _____ Bank, for _____ dollars, (\$ _____), payable to the City Clerk of the City of Montclair, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Montclair, California.

The Council of the City of Montclair reserves the right to reject any and all bids.

The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within ten (10) calendar days following written notice of award of contract, said work will be commenced within fifteen (15) calendar days following execution and thereafter diligently prosecute the work to completion within the time specified in the contract documents.

The bid is submitted in response to Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the Council of the City of Montclair heretofore had and taken to date.

The undersigned further agrees, that upon being determined to be the apparent low bidder, to furnish verification of a current contractors license number, issued in accordance with the California Public Contract Code, to the City Engineer within two (2) working days after receiving a written request from him.

The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

 N/A

The undersigned are prepared to satisfy the Council of the City of Montclair of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Dated: _____

Signature of Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE
Rasmussen Brothers Construction, Inc. as

PRINCIPAL, and Allied World Insurance Company as
SURETY, are held and firmly bound unto the CITY OF MONTCLAIR, CALIFORNIA,
hereinafter referred to as the "City," in the penal sum of ten percent (10%) of the total
amount of the bid of the Principal above named, submitted by said Principal to said
City, for the work described below, for payment of which sum in lawful money of the
United States of America, well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these
presents. In no case shall the liability of the surety hereunder exceed the sum of
ten percent of total bid amount dollars
(10% of total bid amount)

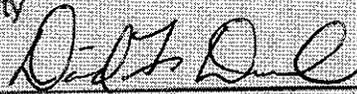
THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal
has submitted the same-mentioned bid to said City, for construction of the work under
this City's specification entitled "HUMAN SERVICES/RECREATION BUILDING
IMPROVEMENT PROJECT A COMMUNITY DEVELOPMENT BLOCK GRANT
PROJECT" for which bids are to be opened in the Council Chambers in the City Hall of
said City, on **October 23, 2014 at 10:00 a.m.**

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and
manner required under the heading "INSTRUCTIONS TO BIDDERS," after the
prescribed forms are presented to him for signature, enters into a written contract, in
the form of agreement bound herein, in accordance with the bid, and files the two
bonds with said City, one to guarantee faithful performance and the other to guarantee
payment for labor and materials, then this obligation shall be null and void; otherwise, it
shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day
of October, 2014.

Rasmussen Brothers Construction, Inc.
Principal
By 
(SEAL)

Allied World Insurance Company
Surety
By 
(SEAL)
David F. Druml, Attorney-In-Fact



ALLIED WORLD INSURANCE COMPANY

30 S. 17th St., Suite 810, Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: July 30, 2014

No: 28650-A1026

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a Delaware corporation (the "Company") does hereby appoint

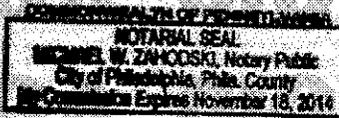
NAME(s): David Mahler David Druml

FIRM: Druml Group, Inc. 1135 Farragut Boulevard Foster City, CA 94404

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 30th day of July, 2014



[Signature]

Title: Senior Vice President - Surety

State of Pennsylvania)
County of Philadelphia)ss.

On this 30th day of July, 2014, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

[Signature: Michael W. Zabodski]

Notary

My Commission Expires: 11/14/2014

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate) make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Timothy J. Curry, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 21 day of October, 2014.

[Signature: Timothy J. Curry]

Timothy J. Curry, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On October 21, 2014
Date

before me,

Soy Wong, Notary Public
Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

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

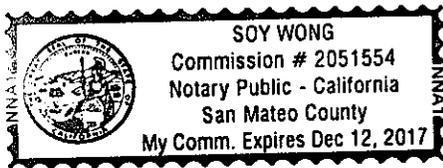
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: October 21, 2014

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: David F. Druml

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____
Allied World Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



**TO ALL PROSPECTIVE BIDDERS
CITY OF MONTCLAIR**

**HUMAN SERVICES/RECREATION BUILDING IMPROVEMENT PROJECT
A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
CDBG #108-36111/3613**

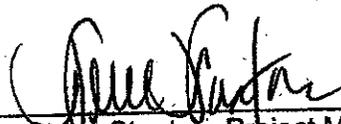
ADDENDUM NO. 1

October 15, 2014

This ADDENDUM NO. 1 for the construction of Human Services/Recreation Building Improvement Project is issued in accordance with the project specifications and is made a part of the contract documents.

- A. Project Manual Amendments (per attachment)**
- B. Project Drawings (per attachment)**

Date: October 15, 2014


Steve Stanton, Project Manager

BIDDERS CERTIFICATION

This Addendum No. 1 shall be signed by the bidder and returned together with Bidder's sealed bid proposal. If Addendum is not attached within the sealed bid proposal, The BID IS SUBJECT TO REJECTION!

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions therein.

Date: 10/23/14


Bidder's Signature

CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Paul M. Eaton • Mayor Pro Tem Bill Ruh • Council Members: Leonard Paulitz, Carolyn Raft, J. John Dutrey • City Manager Edward C. Starr