

CONTRACTOR'S PROPOSAL
TO THE
CITY OF MONTCLAIR
FOR THE CONSTRUCTION OF
NORTHEAST MONTCLAIR STREET
REHABILITATION PROJECT
PHASE 2

Company **Gentry Brothers Inc**
384 Live Oak Ave
Irwindale CA 91706

Address

626-357-9631
Telephone Number

397 682 A
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

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION OF WORK	UNIT PRICE	SUB-TOTAL
1.	1	LS	National Pollutant Discharge Elimination System (NPDES) compliance	4,000 ⁰⁰	4,000 ⁰⁰
2.	1	LS	Traffic Control, Safety and Public Notification Including (6) Signs	60,000 ⁰⁰	60,000 ⁰⁰
3.	330	SF	Remove and Replace Asphalt Pavement and Tree Roots	10 ⁰⁰	3,300 ⁰⁰
4.	25	LF	Remove and Replace 6" PCC Curb and Gutter	30 ⁰⁰	750 ⁰⁰
5.	520	LF	Remove and Replace 8" PCC Curb and Gutter	30 ⁰⁰	15,600 ⁰⁰
6.	120	LF	Remove and Replace 6" Curb Only	30 ⁰⁰	3,600 ⁰⁰
7.	200	LF	Remove and Replace 8" Curb Only	30 ⁰⁰	6,000 ⁰⁰
8.	40	SF	Remove and Replace PCC Cross Gutter	15 ⁰⁰	600 ⁰⁰
9.	2000	SF	6" PCC Drive Approach	7 ⁰⁰	14,000 ⁰⁰
10.	6360	SF	Remove and Replace 4" PCC Sidewalk Including Tree Root Removal	7 ⁰⁰	44,520 ⁰⁰

11.	28	EA	Remove and Replace PCC Curb Ramp	2,000 ⁰⁰	56,000 ⁰⁰
12.	275	LF	PCC Grind Sidewalks and Flow lines at 16" Wide	15 ⁰⁰	4,125 ⁰⁰
13.	36905	SY	Cold Plane	1 ¹⁰	40,595 ⁵⁰
14.	4000	TN	Placement of .17 Asphalt Concrete Pavement Overlay	61 ⁰⁰	244,000 ⁰⁰
15.	34	EA	Adjust Sewer Manhole to Grade	400 ⁰⁰	13,600 ⁰⁰
16.	1	LS	Placement of Traffic Striping and Pavement Markings	5,000 ⁰⁰	5,000 ⁰⁰
17.	8	EA	Paint Residential Curb Face Address	40 ⁰⁰	320 ⁰⁰

TOTAL (Items 1 through 17) \$ 516,010⁵⁰

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 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

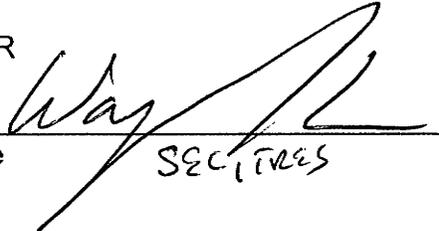
[Pursuant to Labor Code Section 1777.1 and Public Contract Code Section 6109]

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 19 day of MARCH, 2015, at Pleasanton, California.

BIDDER

By: 
Title SECRETARY

By: _____
Title _____

By: _____
Title _____

(SEAL)

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: Gentry Brothers Inc
384 Live Oak Ave
Irwindale CA 91706
2. Address: _____
3. Telephone: Voice: 626-357-9631 Fax: 626-357-6322
4. Type of Firm: Individual Partnership Corporation (Circle one)
5. Organized under the laws of the State of CA
6. Contractor's License No. and Class: 397682 A
DIL # 1000002240
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>BOB GENTRY PRES</u>		<u>626-357-9631</u>
<u>WAYNE GENTRY SEC, TREAS</u>		<u>626-357-9631</u>

8. Number of years experience as a contractor in construction work: 35
9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
	<u>ATTACHED</u>		

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Duarte	626-357-7931	Concrete Repair	Teresa Renleria	65	\$ 49,818.00	5/5/2014 - 5/14/2014	Art
Pomona	909-620-2238	Major Street Rehabilitation-Citywide Phase II-#217-68547	Dan Date		\$ 3,365,809.90	6/2/2014 - In Progress	Steve
La Verne	909-394-6248	Foothill Boulevard Rock/Paving	Shari Garwick	65	\$ 49,000.00	8/13/2014 - 8/25/2014	Rodney
West Covina	626-939-8425	Arterial & Residential Street Rehab - #SP14107 & 14108	Sam Gutierrez	66	\$ 1,151,850.00	7/7/2014 - 10/1/2014	Arturo
Inwindale	626-430-2200	Grind & Skripatch	Richard Corpis		\$ 353,225.00	8/27/2014 - 9/9/2014	Rodney
Golden State Water	909-937-0111	New Water Main Installation - Arrow Hwy/ Lone Hill/MO#32631235	Alejandro Flores	67	\$ 353,225.00	9/27/14 - 12/16/2014	Rodney
San Marino	626-960-1889	Huntington Drive Rehabilitation - San Gabriel to Winston - #2881	Carlos Alvarado		\$ 475,296.00	10/27/2014 - In Progress	Arturo
Glendora	626-914-8246	Sierra Madre Avenue Street Improvement - Plan #1165	Michael Kwok	66	\$ 105,253.00	11/17/2014 - 11/25/14	Steve
Glendora	626-914-8246	Citywide Street Improvement - District 2 - Plan #1158	Bardia Rastan	66	\$ 377,799.40	11/17/2014 - 1/13/2015	Steve
So California Landscape	909-350-3533	La Puente Schriols Wing/Valinda	Keith Lyon	66	\$ 120,000.00	12/8/2014 - 2/6/2015	Rodney
La Verne		Canyon View Park		66	\$ 9,000.00	12/1/2014 - 1/23/2015	Wayne
Rancho Cucamonga	909-477-2700	Day Creek Channel and Deer Creek Bike Trail Improvements	Shelley Hayes		\$ 286,861.00	1/5/2015 - In Progress	Steve
LACDPW		Ballentine Place et al - RDC#0015528			\$ 4,208,250.74		
Glendora	626-914-8246	Lorraine Avenue Water Main - Plan #1177	Chris Masterson	66	\$ 206,596.00	12/8/2014 - 2/4/2015	Arturo
Sierra Madre	626-355-7135	2103-14 Street Rehabilitation Program, PH @#1501	Bruce Inman		\$ 306,936.00	3/9/2015 - In Progress	Ridney
El Monte	626-580-2087	2012-13 Cycle 8 State-Legislated Safe Routes to School	Cesar Roldan		\$ 800,760.00	2/24/2015 - In Progress	Arturo
Upland	909-291-2961	Mountain Ave Pavement Rehabilitation #7040, 7330, 7333, 9079 & 9099	Enayat Khuyani		\$ 2,699,374.00	2/25/15 - In Progress	Steve
Sierra Madre		Geitel Drive Guard Rail					
Glendora	626-914-8246	Washington/Central Ave. Street Improvements - #1159	Bardia Rastan		\$ 168,105.00	3/16/2015 - Progress	Rodney
La Verne		2014-15 ARAm/Conventional AC/Slurry Seal					
Monterey Park		Ackley Drainage Improvement			\$ 126,515.00		
Holiday Rock Plant		Upland - Campus Plant			\$ 20,000.00		

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
City of Rosemead	626-569-2151	Sidewalk Replacement - Charlotte Ave	Rafael Fajardo	63	\$ 15,545.00	8/19/2013 - 8/20/2013/10/2013	Steve
LACDPW	626-786-5809	Construction of Sidewalks near Valleydale RCD0015346(northan & Villacorte/Azusa	Sohrab Agahi	65	\$ 772,530.50	11/18/2013 - 3/28/2014	Steve
City of Montclair	909-625-9444	Northwest Montclair Street Rehabilitation	Steve Stanton	63	\$ 851,117.00	10/14/2013 - 11/12/2013	Gene/Arturo
City of Inverdale	909-386-0200	Morada Street & Progress Lane Traffic Calming Project	Scott Gibson	63	\$ 30,637.00	10/4/2013 - 10/8/2013	Steve
City of Walnut	909-594-9702	2013/14 ADA Sidewalk Improvement CDBG #601545-12	Natalie Avila	63	\$ 99,088.00	10/21/2013 - 11/7/2013	Steve
City of Arcadia	626-256-6582	Pavement Rehabilitation 1st Ave and 10th St. ESPL#5131(018)	Jan Balanay	64	\$ 537,627.25	11/4/2013 - 12/23/2013	Gene
City of South Pasadena	909-595-1940	Hanscom Drive Street Rehabilitation	Jim Larrea -GK Assoc	65	\$ 1,041,160.00	1/27/2014 -6/10/2014	Arturo
City of La Verne	909-596-8741	City Hall Parking Lot	Dan Keeseey	64	\$ 197,447.20	11/6/2013-11/19/2013	Steve
City of Covina	626-384-5490	Water Main/Overlay @ Jennifer Ave. et al - Project W1107	Laura Lara	64	\$ 1,128,537.23	1/6/2013 - 4/15/2014	Steve
City of West Covina	626-939-8425	Construction of Bus Pads, Curb & Gutter, Construction of Sidewalks & Wheelchair Ramps - SP14103, 14104, 14105, 14106	Sam Gutierrez	64	\$ 247,096.00	1/6/2013 -2/25/2014	Steve
City of Upland	909-931-4120	17th Street Reconstruction - Moutarin Avenue to San Antonio Ave #7320	Enayat Khugyani	66	\$ 929,200.00	2/18/2014 -5/9/2014	Gene
City of Upland	626-256-6572	Pomona Valley Protective Association	Enayat Khugyani	64	\$ 97,500.00	3/17/2014 - 5/8/2014	Gene
City of Arcadia	626-256-6572	Sixth Avenue Sewer Capacity Imp. #33861514	Deen Buharie	65	\$ 407,100.00	3/31/2014 -6/10/2014	Rodney
City of Arcadia	626-256-6572	Sewer Main Structural Repair - #33831213	Deen Buharie	65	\$ 34,570.00	5/27/2014 - 6/9/2014	Steve
LACDPW	626-458-2191	Colima Road - La Mirada Blvd - Leffingwell Road - #RDC0014910	Jose Pou	66	\$ 707,237.23	5/12/2014 - 7/18/2014	Gene
City of Walnut	909-598-5605	Street Repair/Guard Rail	Hector Kistermann	65	\$ 42,200.00	3/14/2014 - 6/9/2014	Wayne
Holiday Rock	909-982-1553	Foothill Blvd/Dewey	NA	64	\$ 22,000.00	3/12/2014 - 3/14/2014	Rodney
City of Montebello	323-887-1200	Flotilla Street Imp from West City Limit to Vail Avenue #100,180,10/C,P,P-629	Joe Boada	65	\$ 377,485.00	6/16/14 - 8/13/2014	Steve
City of Montebello	323-887-1200	Local Street Repairs - #100,300,10/C/P835	Joe Boada	65	\$ 432,387.00	4/14/2014 - 5/19/2014	Steve
San Dimas	909-394-6248	Arrow Highway & Lone Hill Street, Signal & Landscaping	Shari Garwick	67	\$ 270,000.00	6/9/2014 - 1/13/2015	Wayne/Rodney
Pomona	714-978-6200	Sewer Pipeline Replacement - White Ave - 586- 2565-86019	Steve Velasco - Willidan	66	\$ 265,620.00	5/12/2014 -7/31/2014	Arturo

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
City of San Dimas	909-394-6247	Gladstone Street Rehabilitation - #2012-05	Steve Barragon	60	\$ 524,410.00	8/13/2012 - 9/24/2012	Rodney
City of Upland	909-931-4120	Foothill Boulevard Roadway & Utility Improvements - #8024	Eddie Rhee	62	\$ 5,175,103.00	8/13/2012 - 8/20/2013	Gene
City of West Covina	626-939-8425	Asphaltic Overlay - Various Locations - SP-12105	Sam Gutierrez	61	\$ 1,292,258.00	9/24/2012 - 11/16/2012	Steve
City of Covina	626-384-5490	Sewer Main Replacement #S-1202	Laura Lara	61	\$ 1,092,307.00	11/19/2012 - 2/11/2013	Steve
City of Montclair	909-625-9444	Northwest Montclair Street Rehabilitation	Steve Stanton	61	\$ 800,000.00	1/2/2013 - 2/8/2013	Arturo
City of El monte	626-580-2087	Santa Anita Ave. @ Valley Blvd. Intersection	Cesar Roldan	62	\$ 738,700.00	2/4/2013 - 7/29/2013	Steve
City of Covina	626-384-5490	Water Main Replacement @ Hollenbeck #W-1207	Laura Lara	61	\$ 360,973.25	2/20/2013 - 7/2/2013	Arturo
City of Upland	909-931-4120	Citywide Concrete Maintenance #7326	Eddie Rhee	61	\$ 381,000.00	3/25/2013 - 4/23/2013	Gene
City of Walnut	909-594-9702	Kem Way Alley Improvements	Dave Gilbertson	61	\$ 82,790.00	3/18/2013 - 3/22/2013	Steve
City of La Verne	909-596-8741	Franklin Left Station - Sanitary Sewer Force Main Replacement/Closed Oct 2013	Jerry Mesa	63	\$ 307,800.00	5/13/2013 - 8/4/2013	Arturo
City of La Canada Flintridge	818-790-8882	2013 Citywide Street Resurfacing Program	Nasser Shoushtarhan	62	\$ 630,210.00	5/6/2013 - 6/18/2013	Steve
City of West Covina	626-939-8425	Emergency Sewer Repairs	Sam Gutierrez	Misc File	\$ 23,800.00	5/1/2013 - 5/3/2013	Steve
City of Whittier	562-567-9513	Construction of Access Ramps @ Various Locations	Sunny Ng	61	\$ 143,340.00	4/15/2013 - 4/30/2013	Steve
City of La Verne	909-596-0741	2012-13 Pavement Mgt. Resurfacing & Reconstruction	Anthony Ciofi	61	\$ 312,764.20	6/10/2013 - 6/23/2013	Steve
City of Rosemead	626-569-2151	Mission Drive Street Resurfacing	Rafael Fajardo	62	\$ 467,526.00	7/9/2013 - 7/30/2013	Steve
Southern California Landscape	909-350-3533	Cucamonga Elementary School/Closed Oct 2013	Keith Lyons	63	\$ 261,000.00	5/7/2013 - 8/27/2013	NA
City of West Covina	626-939-8425	Residential Street Rehabilitation - #SP13104	Sam Gutierrez	63	\$ 2,120,794.31	7/9/2013 - 9/17/2013	Arturo
City of Glendora	626-914-6255	Vermont Lofts Alley Reconstruction/Closed Oct 2013	Noel Zemla	63	\$ 54,000.00	8/26/2013 - 8/30/2013	Steve
City of Irwindale	909-386-0200	Rivergrade Rd. from n. Los Angeles Street to Ramona Ave. - P854	Scott Gibson	64	\$ 339,783.00	11/18/2013 - 1/28/2013	Arturo
City of Rosemead	626-569-2151	Annual Residential Resurfacing Project #21846	Rafael Fajardo	63	\$ 473,013.00	8/26/13 - 10/27/2013	Steve
City of Monrovia	626-932-5575	Ridgeside Drive Sewer Main Replacement #C-3049	Mark Rynkiewicz	64	\$ 79,900.00	9/23/2013 - 10/4/2013	Arturo

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	Location of mill, shop or office City and State
16/17	SUPERIOR PAVEMENT MARKINGS	CYPRESS CA 10000 1476 AZZ B
16/17	ORANGE COUNTY STRIPING	ORANGE CA AZZ 10000 5547

*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

INFORMATION REQUIRED OF BIDDER

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: Wayne Gentry

Date of Inspection: 3-16-15

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:

None

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.

Wayne Gentry
CONTRACTOR'S SIGNATURE

DATE: 3-19-15

BIDDER'S GUARANTEE

Attached is bidder's bond, certified check or cashier's check No. _____ of the BEO BOND Bank, for _____ dollars, (\$ 10⁰⁰), 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:

GENTRY BROTHERS, INC
ROD GENTRY PRES
WAYNE GENTRY SEC. TREAS

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: 3-19-15
[Signature]
Signature of Bidder

BID BOND

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

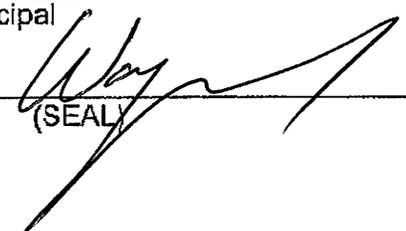
PRINCIPAL, and Federal Insurance Company as
SURETY, are held and firmly bound unto the CITY OF MONTCLAIR, CALIFORNIA,
hereinafter referred to as the "City," in the penal sum of ten percent (10%) of the total
amount of the bid of the Principal above named, submitted by said Principal to said City,
for 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 the total amount of the bid dollars (\$ 10%)

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 " **NORTHEAST MONTCLAIR STREET REHABILITATION
PROJECT PHASE 2**" for which bids are to be opened in the Council Chambers located at
City Hall of said City, on **March 19, 2015, at 10:01 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 25th day
of February, 2015.

Gentry Brothers, Inc.
Principal
By: 
(SEAL)

Federal Insurance Company
Surety
By: 
(SEAL) Matthew J. Coats, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

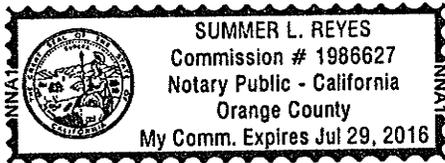
On February 25, 2015 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Matthew J. Coats
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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



**Chubb
Surety**

**POWER
OF
ATTORNEY**

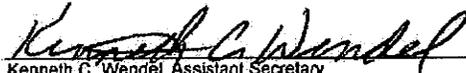
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

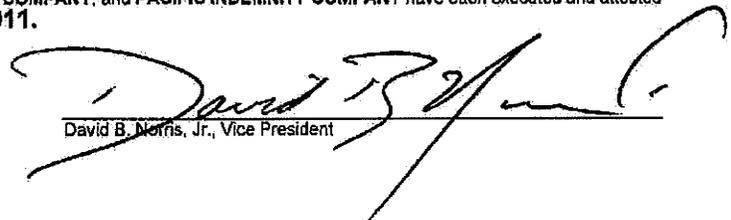
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats and Matthew J. Coats of Laguna Hills, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **1st** day of **December, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **1st** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

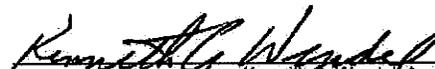
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **25th** day of **February, 2015**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

California Acknowledgment Form

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.

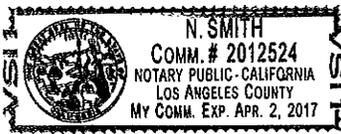
State of California }
County of Los Angeles } ss.

On March 19, 2015 before me, N. Smith
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

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

Seal



WITNESS my hand and official seal.

N. Smith
Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Bid Bond # of Pages: 1

Notes

clerk notary