

CONTRACTOR'S PROPOSAL
TO THE
CITY OF MONTCLAIR
FOR THE CONSTRUCTION OF
BENSON AVENUE BLOCKWALL REPLACEMENT PROJECT

AGUILERA BROTHERS CONSTRUCTION
Company

288 COUNTRY VIEW CT.
Address

SANTA PAULA CA 93060

805 933 3067
Telephone Number

873775
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:

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]

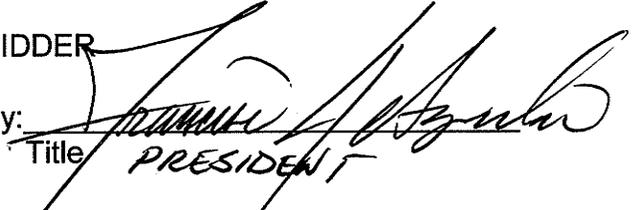
The undersigned contractor certifies and declares that:

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 8 day of April, 2015, at SANTA PAULA, California.

BIDDER

By: 

Title

PRESIDENT

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: AGUILERA BROTHERS CONSTRUCTION INC
2. Address: 288 COUNTRY VIEW CT. SANTA PAULA, CA 93060
3. Telephone: Voice: 805 933 3067 Fax: 805 933 3079
4. Type of Firm: Individual Partnership Corporation (Circle one)
5. Organized under the laws of the State of CALIFORNIA
6. Contractor's License No. and Class: 873775 A
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>FRANCISCO AGUILERA</u>	<u>288 COUNTRY VIEW CT. SANTA PAULA CA 93060</u>	
<u>DAVID AGUILERA</u>	<u>331 S. 8th Street, SANTA PAULA CA 93060</u>	
<u>GUIMARO AGUILERA</u>	<u>4262 HITCH BLVD, MOOREPARK, CA</u>	
<u>JOSE AGUILERA</u>	<u>569 ANACAPA TERRACE, SANTA PAULA, CA 93060</u>	

8. Number of years experience as a contractor in construction work: 12
9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
\$ 150,000.00	DRAIN CHANNEL REPAIR	OCTOBER 31, 2014	COUNTY OF VENTURA / (805) 672 2109
\$ 79,500.00	SIDEWALK REPAIR	APRIL 25, 2014	SIMI VALLEY UNIFIED SCHOOL DISTRICT / (805) 496 7273
\$ 93,783.00	CONSTRUCT SEWER BY-PASS ACROSS VENTU PARK RD	SEPTEMBER 30, 2013.	CITY OF THOUSAND OAKS / (805) 449.2400

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: FRANCISCO AGUILERA

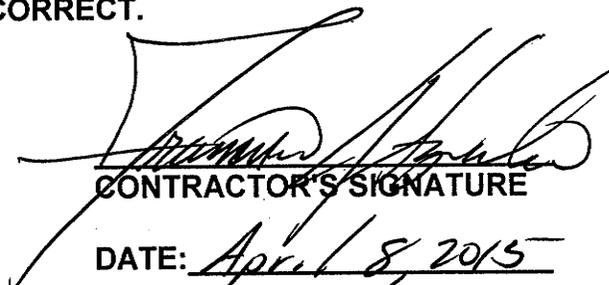
Date of Inspection: 4/9/15

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.


CONTRACTOR'S SIGNATURE

DATE: April 8, 2015

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:

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: _____

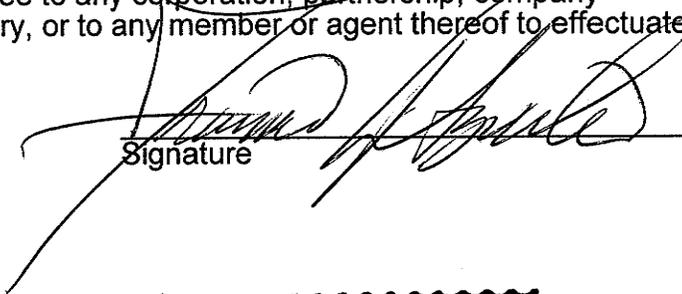
Signature of Bidder

NON-COLLUSION AFFIDAVIT

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

I, FRANCISCO AGUILERA, being first duly sworn, depose and state that I am
(name)
PRESIDENT of AGUILERA BROTHERS CONST. INC., the
(title) (Company)

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

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.



Subscribed and sworn to before me this 8th day of April, 2015.

Baghel Dhanoa

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

My Commission expires Aug 12, 2015.

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE
_____ as

PRINCIPAL, and _____ 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
_____ dollars (\$_____)

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 "**BENSON AVENUE BLOCKWALL REPLACEMENT
PROJECT**" for which bids are to be opened in the South Conference Room located at
City Hall of said City, on **April 9, 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 _____ day
of _____, 2015.

Principal

Surety

By: _____
(SEAL)

By: _____
(SEAL)

BID BOND

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

PRINCIPAL, and Allegheny Casualty 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 In 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
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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 8th day
of April, 2015.

Aguilera Brothers Construction, Inc.

Principal

By:

(SEAL)

Francisco J. Aguilera
FRANCISCO J. AGUILERA, PRESIDENT

Allegheny Casualty Company

Surety

By:

(SEAL)

Elisabete Salazar
Elisabete Salazar, 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 Los Angeles)

On April 8, 2015 before me, Trina Lee Vega, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Elisabete Salazar
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 [Handwritten 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: _____

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

PATRICIA ZENIZO, PIETRO MICCICHE, ELISABETE SALAZAR

Los Angeles, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

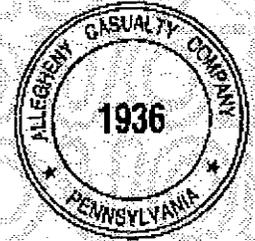
"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of April, 2015

MARIA BRANCO, Assistant Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE
hereinafter referred to as **"Contractor"** as **PRINCIPAL,** and
as **SURETY,** are held and firmly bound unto the **CITY OF MONTCLAIR, CALIFORNIA,**
hereinafter referred to as the **"City,"** in the sum of
Dollars(\$ _____) lawful money of the United States of America, for the
payment of which sum, well and truly to be made, we bond ourselves, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor
has been awarded and is about to enter into the annexed contract with said City for
consideration of the work under the specification entitled **BENSON AVENUE
BLOCKWALL REPLACEMENT PROJECT** and is required by said City to give this
bond in connection with the execution of said contract;

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for
any materials, provisions, provender or other supplies, or for the use of implements or
machinery, used in, upon, for or about the performance of the work contracted to be
done, or for any work or labor thereon of any kind, or for amounts due under the
Unemployment Insurance Act with respect to such work or labor, said Surety will pay for
the same, in an amount not exceeding the sum specified above, and also in case suit is
brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond
shall insure to the benefit of any and all persons entitled to file claims under
Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished,
which may be made pursuant to the terms of said contract, shall not in any way release
said Contractor or said Surety thereunder, nor shall any extensions of time granted
under the provisions of said contract release either said Contractor or said Surety, and
notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of
_____, 2015.

Principal
By: _____
(SEAL)

Surety
By: _____
(SEAL)