

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

Aramexx Construction  
Company

500 East "E" Street, Suite 223  
Address

Ontario, CA 91764

(909) 746-8066 ext 100  
Telephone Number

~~(909) 591-4569~~ (SS) 960305  
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 BENSON AVENUE BLOCKWALL REPLACEMENT PROJECT

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Traffic Control	1	LS	4,500	4,500
2.	Provide and Maintain Temporary Fencing and Screening at Each Property	1	LS	2,900	2,900
3.	Demolition, Removal and Disposal of PCC Sidewalk, Flatwork and Existing Block Walls and Footings	1	LS	12,000	12,000
4.	Construction of PCC Flat Work	120	SF	6.50	780.00
5.	Construction of New Block Wall Including Footings per Specifications and Construction Drawings	2500	SF	34.00	85,000.00
6.	Painting of New and Existing Blockwall Complete	1	LS	6,000	6,000

**BIDDERS TOTAL AMOUNT (Items 1-6)**

\$ 111,180.00

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 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 09 day of April, 2015, at Ontario, California.

BIDDER

By: \_\_\_\_\_

Title

By: \_\_\_\_\_

Title

By: \_\_\_\_\_

Title

(SEAL)



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

\_\_\_\_\_  
 Signature of Document Signer No. 1

\_\_\_\_\_  
 Signature of Document Signer No. 2 (if any)

State of California  
 County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this  
09 day of April, 2015, by  
Date Month Year  
 (1) Salim Samour  
Name of Signer

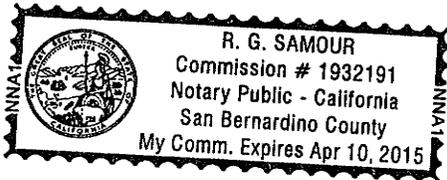
proved to me on the basis of satisfactory evidence  
 to be the person who appeared before me (.) (-)

—(and)—

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence  
 to be the person who appeared before me.)

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.*

**Further Description of Any Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER #1**  
 Top of thumb here

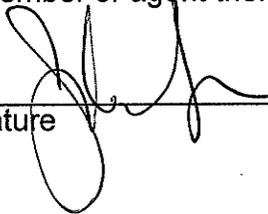
**RIGHT THUMBPRINT OF SIGNER #2**  
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**NON-COLLUSION AFFIDAVIT**

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

I, Salim Samour, being first duly sworn, depose and state that I am  
(name)  
President of Aramexx Construction, 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 San Bernardino ) ss.

Subscribed and sworn to before me this 09 day of April, 2015.

Salim Samour

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

My Commission expires April 10, 2015.

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

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\_\_\_\_\_  
 Signature of Document Signer No. 1

\_\_\_\_\_  
 Signature of Document Signer No. 2 (if any)

State of California  
 County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this  
09 day of April, 2015, by  
Date Month Year  
 (1) Salim Samour  
Name of Signer

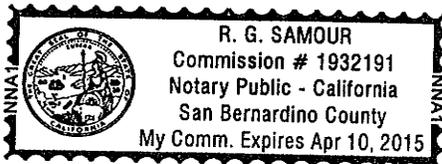
proved to me on the basis of satisfactory evidence  
 to be the person who appeared before me (.) (-)

~~(and)~~

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence  
 to be the person who appeared before me.)

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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Signer(s) Other Than Named Above: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER #1**  
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**RIGHT THUMBPRINT OF SIGNER #2**  
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## 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: Aramexx Construction
2. Address: 500 East "E" St. Suite 223, Ontario, CA 91764
3. Telephone: Voice: (909) 746-8066 ext. 100 Fax: (909) 591-4569
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: 960305, A, B and C27
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>Salim Samour</u>	<u>500 East "E" St. Suite 223, Ontario, CA 91764</u>	<u>(909) 746-8066</u>
<u>Rita Samour</u>	<u>500 East "E" St. Suite 223, Ontario, CA 91764</u>	<u>(909) 746-8066</u>

8. Number of years experience as a contractor in construction work: 7+
9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
<u>\$1,141,815</u>	<u>Median work landscape, hardscape</u>	<u>TBD</u>	<u>City of Fontana (909) 350-6647</u>
<u>\$107,950</u>	<u>Irrigation, Landscaping</u>	<u>10-31-2014</u>	<u>Chaffey School District (909) 460-5886</u>
<u>\$101,924.41</u>	<u>Slope stabilization, grading, landscaping etc.</u>	<u>12-8-2011</u>	<u>City of Irvine (949) 724-7554</u>
<u>\$232,760.<sup>03</sup></u>	<u>New Bike trail, concrete, grading, landscaping</u>	<u>08-08-2011</u>	<u>City of Irvine (949) 724-7554</u>



## 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: Sal Samour

Date of Inspection: April 8, 2015

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 9, 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:

Aramexx Construction  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: April 9, 2015

\_\_\_\_\_  
Signature of Bidder  
Salim Samour / President

**BID BOND**

Bid Bond No. Aramexx-102

**KNOW ALL MEN BY THESE PRESENT, THAT WE**  
Aramexx Group Inc. dba Aramexx Construction as

**PRINCIPAL**, and American Contractors Indemnity 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 bid )

**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 8th day  
of April, 2015.

Aramexx Group Inc. dba Aramexx Construction

Principal

By: \_\_\_\_\_

(SEAL)

American Contractors Indemnity Company

Surety

By: \_\_\_\_\_

(SEAL) Stephanie Hoang, 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.

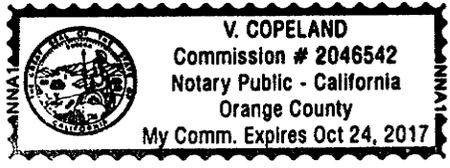
State of California )

County of Orange )

On 4/8/15 before me, V. Copeland, Notary Public,

personally appeared Stephanie Hoang  
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 the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

**Description of Attached Document**

Type or Title of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

- Capacity(ies) Claimed by Signer(s)**  
 Signer's Name: Stephanie Hoang
- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner:  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

- Capacity(ies) Claimed by Signer(s)**  
 Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner:  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Eric Lowey, Stephanie Hoang, Mark Richardson or Shawn Blume of Costa Mesa, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\$\*\*10,000,000.00\*\*).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



*[Signature]*  
**Daniel P. Aguilar, Vice President**

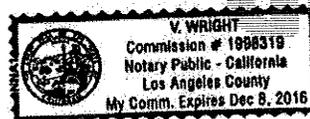
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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 *V. Wright* (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8<sup>th</sup> day of April 2015

Corporate Seals

Bond No. Aramexx-102  
Agency No. 18200



*[Signature]*  
**Jeannie Lee, Assistant Secretary**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On April 9, 2015 before me, R G Samour, Notary Public  
Date Here insert Name and Title of the Officer

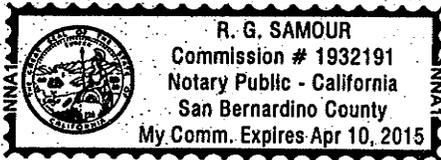
personally appeared Salim Samour  
Name(s) of Signer(s)

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

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Salim Samour Signer's Name: \_\_\_\_\_

Individual President, Secretary  Individual

Corporate Officer — Title(s): CFO  Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

