

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE
Mark C Alyea dba M C Alyea Construction _____ as

PRINCIPAL, and WESTERN SURETY 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
10% of amount bid _____ dollars
(\$ 10% of amount)
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 "**REEDER CITRUS RANCH STRUCTURAL STABILITY
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 **July 16,
2015 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 16th day
of July, 2015.

M C Alyea Construction
Principal
By: Mark C. Alyea
(SEAL)

WESTERN SURETY COMPANY
Surety
By: [Signature]
(SEAL)

See Attached Acknowledgment



ACKNOWLEDGMENT

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

State of California
County of Riverside

On 07/15/2015 before me, Sara Ghomeshi, Notary Public
(insert name and title of the officer)

personally appeared MARK C AIYEU
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] (Seal)



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71683426

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint KAREN ALAINE LINDER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Mark C Alyea dba M C Alyea Construction

Obligee: City of Montclair

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 16, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 16th day of July, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 16th day of July, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 16th day of July, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

**CALIFORNIA ALL PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

A notary public or other 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 documents.

State of California

County of Sacramento

On July 10, 2015 before me, **LYDA HUYNH, Notary Public**, personally appeared

Karen Elaine Under, 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 *Lyda Huynh*

(Seal)

=====Other Information=====

Document Identification:
Name/Type: Bid Bond (Title or Description of Attached Document)
Document Date: July 10, 2015 Number of Pages: 2
Additional Information: _____

Signer Information

Name: _____
Capacity Claimed by the Signer:
 Individual(s)
 Corporate Officer: Title _____
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

CONTRACTOR'S PROPOSAL
TO THE
CITY OF MONTCLAIR
FOR THE CONSTRUCTION OF
REEDER CITRUS RANCH STRUCTURAL STABILITY PROJECT
A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

M C ALYEA CONSTRUCTION
Company

5161 HEDRICK
Address

RIVERSIDE, CA 92505

951-227-3131
Telephone Number

B531158
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
REEDER CITRUS RANCH STRUCTURAL STABILITY PROJECT
#108-31112/2770**

BASE BID

ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	SUBTOTAL AMOUNT
1	NPDES Compliance	1	LS	LS EA	1000 ⁰⁰
2	Mobilization	1	LS	LS EA	5000 ⁰⁰
3	Demolition and Disposal	1	LS	LS EA	3000 ⁰⁰
4	Structural Stability of Flooring and Walls using PCC Footings, Pads and Foundations per Plans and Specifications	1	LS	LS EA	63976 ⁰⁰
5	Photographically and dimensionally document the existing chimney materials and construction. Dismantle the chimney; document all materials removed; remove existing mortar from each brick; store brick and other materials onsite; and save for reinstallation of complete chimney at a future date by others. Includes roofing repairs	1	LS	EA	5000 ⁰⁰
	TOTAL BASE BID	-	-	-	\$ 77976 ⁰⁰

TOTAL SUM BASE BID, ITEMS 1 THRU 5, IN WORDS: Seventy Seven thousand Nine hundred Seventy Six dollars

Low bid will be determined as the lowest, responsible, responsive bid for the **BASE BID**. If the City has sufficient funds it will add Alternative Additive Item(s) as indicated below:

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.

Mark C. Algan

- (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 15 day of July, 2015, at Riverside, California.

BIDDER

By: Mark C. Alyen ^{OWNER}
Title

By: _____
Title

(SEAL)

By: _____
Title

NON-COLLUSION AFFIDAVIT

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

I, MARK C. Alyea, being first duly sworn, depose and state that I am
(name)
owner of M.C. Alyea CONST., 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.

Mark C. Alyea
Signature

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.)

Subscribed and sworn to before me this 15 day of July, 2015.

Mark C. Alyea

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

My Commission expires July 10 2, 2019, 2015.

See Attached Jurat.

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 Riverside

Subscribed and sworn to (or affirmed) before me on this 15
day of July, 2015, by _____
Mark C. Alva

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



(Seal)

Signature _____

A handwritten signature in cursive script, appearing to read "Mark C. Alva", written over a horizontal line.

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: MARK ALYEA
2. Address: 5161 HEDRICK RIVERSIDE, CA 92505
3. Telephone:
Voice: 951-227-3131 Fax: 951-687-1687
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: B B531158
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>MARK ALYEA</u>	<u>5161 HEDRICK, RIVERSIDE, CA</u>	<u>951-227-3131</u>

8. Number of years experience as a contractor in construction work: 27
9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
<u>34,669</u>	<u>SITE IMPROVEMENT & UTILIFY CONNECTION</u>	<u>11/19/2015</u>	<u>CITY OF RIVERSIDE 951-351-6162</u>
<u>86,812</u>	<u>TENANT IMPROVEMENT</u>	<u>5/3/2015</u>	<u>RTA 951-565-5036</u>
<u>213,991</u>	<u>PARK CONSTRUCTION BANDSHELL</u>	<u>STILL BUILDING</u>	<u>CITY OF CLAREMONT 909-594-9702</u>

Mark Alyea

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: MARK ALYEA

Date of Inspection: 6/18/15

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.

Mark C. Alyea
CONTRACTOR'S SIGNATURE

DATE: July 15, 2015

SEE BID BOND

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: _____

See Bid Bond

Signature of Bidder



MONTCLAIR

TO ALL PROSPECTIVE BIDDERS

CITY OF MONTCLAIR

REEDER CITRUS RANCH
STRUCTURAL STABILITY PROJECT

CDBG #108-31112/2770

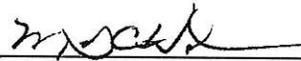
ADDENDUM NO. 1

This ADDENDUM NO. 1 Specifications for the Reeder Citrus Ranch Structural Stability Project is issued in accordance with the project specifications and is made a part of the contract documents.

Bidder shall execute the Bidder Certificate at the end of this Addendum and shall attach the Addendum to the specifications submitted with the bid.

WAGE RATES: Contractor is subject to Federal and State Wages, the higher of the two will prevail. Wages shall be consistent with General Decision No. CA20140037, Modification No. 6 dated 06-19-2015.

Date: July 6, 2015

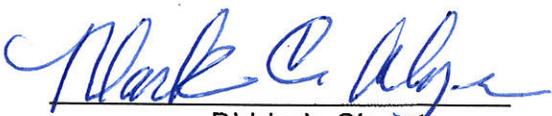

Michael C. Hudson, Public Works Director/City Engineer

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 WILL BE REJECTED!

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

Date: July 15, 2015


Bidder's Signature

The remaining bid document is unchanged

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 Carolyn Raft * Council Members: J. John Dutrey, Bill Ruh, Trisha Martinez * City Manager Edward C. Starr