Due
7-16-15
10am

CONTRACTOR'S PROPOSAL

TO THE
CITY OF MONTCLAIR

FOR THE CONSTRUCTION OF

REEDER CITRUS RANCH STRUCTRUAL STABILITY PROJECT

A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

New Millennium Construction
Company Construction Services Inc.

4158 Lugo Ave
Address

Chino Hills CA

909-959-0220
Telephone Number

849024
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	3000	3000
2	Mobilization	1	LS	8000	8000
3	Demolition and Disposal	1	LS	9000	9000
4	Structural Stability of Flooring and Walls using PCC Footings, Pads and Foundations per Plans and Specifications	1	LS	119,980	119,980
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	10000	10000
	TOTAL BASE BID	-	-	-	$ 149,980

TOTAL SUM BASE BID, ITEMS 1 THRU 5, IN WORDS: ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED EIGHTY 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.

(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 16 day of July, 2015, at Chino Hills, California.

BIDDER

By: Lee Kemble - Vice President
Title

By: _____
Title

(SEAL)

By: _____
Title

NON-COLLUSION AFFIDAVIT

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

I, Leo Rembles (name), being first duly sworn, depose and state that I am Vice Pres (title) of New Millennium Const. (Company) the party making the foregoing bid; that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

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

Subscribed and sworn to before me this 16 day of July, 2015.

See Attached

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

My Commission expires Sept 23 2018, 2015.

California Jurat Loose Certificate

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 San Bernardino } ss.

Subscribed and sworn to (or affirmed) before me this 16 day of July, 2015

by Lee Kemble,

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

Notary Public Signature

DELLA J. SMITH
COMM. #2079649
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. Sep. 23, 2018

Seal

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: NOV - Collision Affidavit # of Pages: 2

Notes

©2014 Golden State Notary, Inc.

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: New Millennium Construction Services Inc.

2. Address: 4158 Lugo Ave Chino Hills CA 91709

3. Telephone:
Voice: 909-5970220 Fax: 909-597-0220
951-897-1821

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 849024

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)

Silvana V. Fotheringham Kemble - President
4158 Lugo Ave Chino Hills CA 91709 - 909-5970220
Lee Kemble - Vice President 951-897-1821
4158 Lugo Ave Chino Hills CA 91709 - 909-5970220

8. Number of years experience as a contractor in construction work: 25+ Years

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

Contract Amount	Type of Work	Completion Date	Owner/Telephone
65,000	Remodel Senior Lounge	7-15-2015	Luis Natwea 951-943-5003
36,000	Remodel Park Restrooms	7-30-2015	Philip Molino 909-229-6557
49,000	Replace Decking	7-8-2015	Karen De Leon 909-394-6230

INFORMATION REQUIRED OF BIDDER

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

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

Type of Work Bid Item(s)	Name of Firm or Contractor and Lic#	Location of mill, shop or office City and State
SHOTCRETE	SOUTHWEST V DITCH 569779	3625 PLACENTIA RIVERSIDE, CA
CONCRETE	JR CONCRETE 853156	484 S. RAYFALO RIALTO, CA

INFORMATION REQUIRED OF BIDDER

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

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

    Date of Inspection: 6-24-15

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:

    N/A

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

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

CONTRACTOR'S SIGNATURE

DATE: 7-16-15

Bond #244153-74

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE New Millennium Construction Services, Inc. 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 amount bid not to exceed dollars ($ 15,000.00) Fifteen Thousand and No/100 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 "**REEDER CITRUS RANCH STRUCTRUAL 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 6th day of July, 2015.

New Millennium Construction Services, Inc.
Principal

By: _____
(SEAL)

American Contractors Indemnity Company
Surety

By: Laurie B. Druck
(SEAL) Laurie B. Druck, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino) ss.

On July 6, 2015 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laurie B. Druck
Name(s) of Signer(s)

CYNTHIA J. YOUNG
Commission # 1982442
Notary Public - California
San Bernardino County
My Comm. Expires Jul 15, 2016

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 she executed the same in her authorized capacity, and that by her 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.

WITNESS my hand and official seal.

Cynthia J. Young
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

RT THUMBPRINT OF SIGNER
Top of thumb here

❒ Individual
❒ Corporate Officer
Title _____
❒ Partner -- ❒ Limited ❒ General
❒ Attorney-in-Fact
❒ Trustee
❒ Guardian or Conservator
Other: _____

Signer is Representing:

_____

_____

POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, 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:

Jay P. Freeman, Pamela McCarthy, Laurie B. Druck, or Cynthia J. Young of San Bernardino, 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** *****Three Million***** **Dollars ($** **3,000,000.00** **).**
This Power of Attorney shall expire without further action on December 20, 2017. 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 1st day of December, 2014.

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

Corporate Seals

By: **Daniel P. Aguilar, Vice President**

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 this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding 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, 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.
WITNESS my hand and official seal.

Signature _____ (Seal)

MARIA G. RODRIGUEZ-WONG
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Michael Chalekson , Assistant Secretary of American Contractors Indemnity Company, Texas Bonding 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 6th day of July, 2015.

Corporate Seals

Bond No. 244153-74
Agency No. 3501

Michael Chalekson, Assistant Secretary