

CONTRACTOR'S PROPOSAL
TO THE
CITY OF MONTCLAIR
FOR THE CONSTRUCTION OF
MILLS AVENUE ALLEY
REHABILITATION PROJECT

Haitbrink Asphalt Paving, Inc.
Company

1480 Magnolia Avenue
Address

Corona, CA 92879

(951) 273-0111
Telephone Number

517707
California State License Number

TO THE HONORABLE CITY COUNCIL, CITY OF MONTCLAIR, CALIFORNIA:

Pursuant to the Public Notice Inviting Bids, the undersigned bidder declares that he or she has carefully examined the location of the proposed work, that he or she has examined the plans and specifications for the above titled project and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete said work in accordance with said plans and specifications for the unit or lump sum prices set forth in the Schedule of Work Items.

The undersigned bidder further declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without any connection with any other party or parties making a proposal for the same purpose, that the proposal is in all respects fair and without collusion or fraud; that he or she has read that the Notice Inviting Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; and that he or she proposes and agrees, if this proposal be accepted, to contract in the form of agreement prescribed, to furnish all necessary labor, equipment and materials, to perform all the work specified in the bid documents and in the Plans and Specifications, and to complete the same within the time stipulated therein; and

that he or she will accept in full payment therefor the unit or lump sum prices set forth in the Schedule of Work Items, to wit:

SCHEDULE OF WORK ITEMS

BID SCHEDULE

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SUB-TOTAL
1	Engineering and Plan Preparation	1	LS	30,000 27,000 ^{##}	30,000 27,000 ^{##}
2	Clearing and Grubbing	1	LS	3000	3000
3	Asphalt Concrete and PCC Demolition and Removals	26,000	SF	.90	23,400
4	Grading and Sub Grade Preparation including Redwood Headers	1	LS	20,000	20,000
5	Construction of a 6" Longitudinal PCC Gutter	3280	SF	8.40	27,552
6	Adjust Manholes to Grade	2	EA	550	1,100
7	Construction of PCC Pedestrian Ramps and Truncated Dome Pavers	4	EA	2,500	10,000
8	R&R PCC Spandrel and Cross Gutter	220	SF	18.50	4,070
9	Placement of Asphalt Concrete	265	TN	98.50	26,102.50
10	Traffic Markings	1	LS	1500	1500
11	NPDES Compliance	1	LS	2000	2000

TOTAL (Items 1 through 11) \$ 148,724.50

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 24th day of August, 2016, at Corona, California.

BIDDER

By:

Title

By:

Title

By:

Title

(SEAL)

COB

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

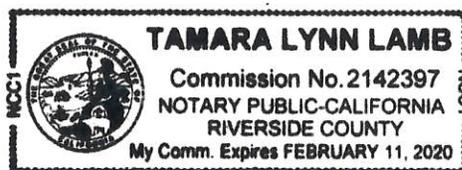
Subscribed and sworn to (or affirmed) before me on this 24 day of August,

20 16 by Hunter Haitbrink,

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


Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

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: Haitbrink Asphalt Paving, Inc.
2. Address: 1480 Magnolia Avenue, Corona, CA 92879
3. Telephone: Voice: (951) 273-0111 Fax: (951) 273-0911
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: S17707 C12 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>President</u>		
<u>Hunter Haitbrink</u>	<u>1480 Magnolia Ave, Corona, CA 92879</u>	<u>(951) 273-0111</u>
<u>Secretary/Treasurer</u>		
<u>Barbara Haitbrink</u>	<u>1480 Magnolia Ave, Corona, CA 92879</u>	<u>(951) 273-0911</u>
<u>C.O.B</u>		
<u>Robert Haitbrink</u>	<u>1480 Magnolia Ave, Corona, CA 92879</u>	<u>(951) 273-0111</u>

8. Number of years experience as a contractor in construction work: 30
9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
# 399,897. ⁰⁰	Demo, Grade, Pave	2015	Moreno Valley U.S.D. PCM3 Mike Barber (949) 606-5070
# 69,840. ⁰⁰	Grind • Pave	2014	City of Yorba Linda Armando Jaime (714) 814-4687
# 82,406. ⁰⁰	Grade • Pave	2014	S. Oc. Community College District Mike Wilson (626) 367-3805
# 475,027. ⁰³	Demo, Grind • Pave	2013	Rancho Santiago Community College District Alex Oviedo (714) 480-7517

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: Ralph Gonzalez

Date of Inspection: 8/24/16

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: 8-24-2016

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:

Hunter Haitbrink

Barbara Haitbrink

Robert Haitbrink

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: 8-24-2016


Signature of Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE
Haitbrink Asphalt Paving, Inc as

PRINCIPAL, and Developers Surety and 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 dollars (\$ 10%)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal
has submitted the same-mentioned bid to said City, for construction of the work under
this City's specification entitled "**MILLS AVENUE ALLEY REHABILITATION PROJECT**" for
which bids are to be opened in the Council Chambers located at City Hall of said City,
on **August 25, 2016, at 10:01 a.m.**

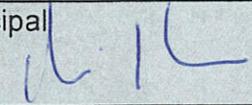
NOW, THEREFORE, if said Principal is awarded the contract, and within the time and
manner required under the heading "**INSTRUCTIONS TO BIDDERS**," after the
prescribed forms are presented to him for signature, enters into a written contract, in the
form of agreement bound herein, in accordance with 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 23rd day
of August, 2016.

Haitbrink Asphalt Paving, Inc

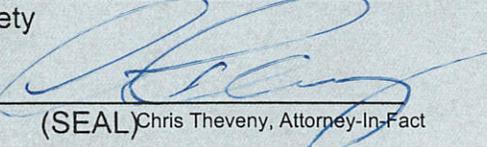
Principal

By: 

(SEAL)

Developers Surety and Indemnity Company

Surety

By: 

(SEAL) Chris Theveny, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

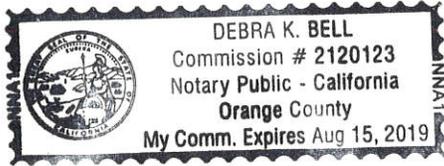
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On AUG 23 2016 before me, Debra K Bell, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Chris Theveny
Name(s) of Signer(s)



Place Notary Seal Above

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 Debra K. Bell
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 the 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: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Debra Bell, Gerald Schumacher, Chris Theveny, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 18th day of April, 2016.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, 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 Orange

On April 18, 2016 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this day of AUG 23, 2016

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 }

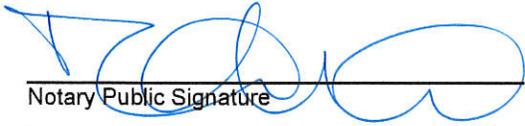
County of Riverside }

On August 24, 2016 before me, Tamara Lynn Lamb, Notary Public,
(Here insert name and title of the officer)

personally appeared Hunter Haitbrink,
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.

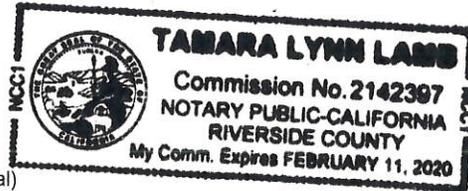
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.