



Council Agenda Report

From: Freda Berman, Maintenance Superintendent
Subject: Larry Moore Park Accessibility Upgrades and Rehabilitation
Date: November 21, 2017

Facts

1. Larry Moore Park was built in the early 1990s as part of the Riverbank housing development and included within Zone 4 of the Landscape and Lighting District. In August 2015, the City initiated outreach efforts with the Riverbank neighborhood to propose that the park be transferred to the City park system for operations and maintenance like other City parks, including programmed youth recreation.
2. On May 17, 2016, City Council approved conceptual plans for potential future public enhancements of the park and accepted Larry Moore Park into the City park system effective July 1, 2016. Accompanying this acceptance was an annual budget of \$65,000 for general maintenance and a one-time allocation of \$250,000 to replace the playground, repair and rehabilitate the restroom, and continue with play field development.
3. The play equipment design was endorsed by the City's Parks and Recreation Advisory Committee on February 13, 2017 and by the City Council on March 7, 2017.
4. Bid documents for rehabilitating the restroom and replacing the playground were prepared and advertised for bid on September 27, 2017.
5. Bids were received and opened on November 2, 2017 as follows:

Newton Construction & Management Inc.	\$156,300
J & P Construction	\$162,664
R.E. Schultz Construction, Inc.	\$174,700

Options

1. Do nothing.
2. Award a contract for Larry Moore Park accessibility upgrades and rehabilitation to Newton Construction & Management Inc.
3. Direct staff to pursue a different approach.

Analysis and Conclusions

Both the restroom and playground at Larry Moore Park are in poor condition and require rehabilitation and replacement. Work includes interior and exterior accessibility upgrades and rehabilitation of the restroom building and a new play structure.

Staff reviewed the low bid from Newton Construction & Management Inc. and found it to be a responsive and responsible bid.

Fiscal Impact

During the Biennial Budget process, City Council approved the appropriation of \$250,000 toward the design and development of Larry Moore Park. Approximately \$20,000 has been expended-to-date for restroom and playground design, with an available remaining budget of \$230,000. Existing budget appropriations are sufficient to cover a not-to-exceed project budget:

Contract	\$156,300
10% Contingency	<u>\$ 15,630</u>
	\$171,930

Any unused appropriations at the end of construction will be used to continue with park design development.

Recommendation

1. Authorize the City Manager to enter into a contract for Larry Moore Park Accessibility Upgrades and Rehabilitation with Newton Construction & Management Inc. in the amount of \$156,300.
2. Authorize the City Manager and City Attorney to make minor adjustments to the agreement, if needed, remaining fully consistent with the Council's intent.

Attachments

1. Bid – Newton Construction & Management Inc.
2. Playground design

BID FORMS

1.1 **Bid.**

Bids will be received at the City of El Paso de Robles, 1000 Spring Street, Paso Robles, California, until **2 p.m. on Thursday, November 2, 2017.**

NAME OF BIDDER: Newton Construction & Management Inc.

To the City Council
of the City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any for the following Project:

LARRY MOORE PARK ACCESSIBILITY UPGRADES AND REHABILITATION

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract:

Addenda No. NONE

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Bidder Information and Experience form.

BID SCHEDULE

NO.	ITEM DESCRIPTION	UOM	EST. QTY.	UNIT PRICE	ITEM COST
1.	Mobilization/Temp. Facilities	LS	1	\$ 9,000-	\$ 9,000-
2.	Restroom Exterior Improvements, Complete	LS	1	\$ 50,250-	\$ 50,250-
3.	Restroom Interior Improvements, Complete	LS	1	\$ 47,050-	\$ 47,050-
4.	Site Work, Complete	LS	1	\$ 20,950-	\$ 20,950-
5.	Play Equipment Replacement, Complete	LS	1	\$ 29,050-	\$ 29,050-

The costs for any Work shown or required in the Contract, including without limitation all applicable taxes, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsible Bidder submitting a responsive bid. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City may correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices and any apparent errors in the calculation of the Total Bid Price.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR LARRY MOORE PARK ACCESSIBILITY UPGRADES AND REHABILITATION	
\$	<div style="text-align: center; font-size: 1.5em; font-family: cursive;"> 156,300.⁰⁰ </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Total Bid Price in Numbers
\$	<div style="text-align: center; font-family: cursive; font-size: 1.2em;"> ONE HUNDRED FIFTY SIX THOUSAND, THREE HUNDRED </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Total Bid Price in Written Form <div style="text-align: right; font-family: cursive; font-size: 1.2em; margin-top: 5px;"> DOLLARS & NO/100 </div>

BID FORM

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the Contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed Contract and other required documents, the Contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the Contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such Contract no less than the prevailing wage rate within San Luis Obispo County for each craft, classification, or type of worker needed to complete the Work contemplated by this Contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to City of El Paso de Robles as bid security and which is given as a guarantee that the undersigned will enter into a Contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said Contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of El Paso de Robles.

Bidder is an individual X, or corporation _____, or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

783608 9-30-18 A B C10

BID FORM

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the Contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

BID FORM

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Newton Construction & Management Inc., on this 26 day of October, 2017.

(Bidders Name – Print or Type)

Eric Newton-President

(Name and Title)

(Signature)

(Corporate Seal)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name Eric Newton Title President

Complete Address 2436 Broad St San Luis Obispo, CA 93403

Phone 805-544-5583 FAX 805-544-5584

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

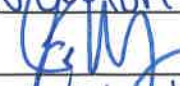
If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Subcontract Amount (\$)
Playground Equip	Central coast playgrounds	Orcutt, CA.	743569 788877	1000039488	\$ 20,250
Paving	Michael Boray Construction	Pico Robles, CA	610280	1000033998	\$ 8,450
Steel CN	Fan Turner Construction	San Luis Obispo, CA.	898525	100001909	\$ 10,200 CN
Plumbing	Marseilles Plumbing	Atascadero, CA.	743569	100001492	\$ 23,500

BID FORM

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Subcontract Amount (\$)

(Attach additional sheets if necessary)

Name of Bidder Newton Construction Management Inc,
 Signature 
 Name and Title Eric Newton, president
 Dated 10/27/17

1.4 **Bidder Information and Experience Form**

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Newton Construction & Management Inc

2.0 Type, if Entity: Corporation

3.0 Bidder Address: PO BOX 3260
San Luis Obispo, CA 93403

805-544-5584 805-544-5583
Facsimile Number Telephone Number
eric@newtonconstruction.com
Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?
17

5.0 How many years has Bidder's organization been in business under its present name?
17

5.1 Under what other or former names has Bidder's organization operated?
N/A

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 3-1-2013

6.2 State of Incorporation: California

6.3 President's Name: Eric Newton

6.4 Vice-President's Name(s): Eric Newton

6.5 Secretary's Name: Eric Newton

6.6 Treasurer's Name: Eric Newton

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Concrete, Framing, Electrical

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

13.0 List Trade References:

IES-Electrical

Hayward Lumber

14.0 List Bank References (Bank and Branch Address):

Pacific Western Bank

1001 Marsh Street San Luus Obispo, CA 93403

15.0 Name of Bonding Company and Name and Address of Agent:

Arch Insurance 865 S. Figueroa Street, #2700 Los Angeles, CA 90017

CND Bonding 534 E Badillo St, Covina, CA 91723

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
# see attached			

STATUS

Final amount

STATUS	BUCKET	year by job description	CONTRACT	Final amount
Complete	HESD	14027_NCM_Hueneme_Relocatable	\$ 323,994.00	\$ 323,994.00
Complete	HESD	14028_NCM_Hueneme_Various Improvements	\$ 245,705.00	\$ 245,705.00
Complete		14029_NCM_San Jose Training Trailer Replacement	\$ 513,874.00	\$ 513,874.00
Complete	California Military	14030_NCM_Camp Roberts Silt Fence	\$ 2,000.00	\$ 2,000.00
Complete	California Military	14032_NCM_CR ITAM's 2014	\$ 138,552.00	\$ 138,552.00
Complete	SLO County	14033_JOC14-1_SLO CNTY_Various Imprvmnts	\$ -	\$ -
Complete	SBCC	14035_NCM_Interior Renovation of ECC 14	\$ 41,092.00	\$ 41,092.00
Complete	SBCC	14036_NCM_Removal of Utilities to WC1 & WC2 Modulares	\$ 6,252.00	\$ 6,252.00
Complete	SBCC	14037_NCM_Removal of Utilities to ECC 8-13 Modulares	\$ 3,808.00	\$ 3,808.00
Complete	SBCC	14038_NCM_Removal of Asphalt at ECC22-27	\$ 12,982.00	\$ 12,982.00
Complete		14040_NCM_FHL B290 Modular Wall Areas	\$ 13,014.00	\$ 13,014.00
Complete	SLO County	14041_NCM_JOC_HFL Electrical	\$ 253,903.47	\$ 253,903.47
Complete	SLO County	14041_NCM_JOC_HFL Mechanical	\$ -	\$ -
Complete	SLO County	14041_NCM_JOC_HFL Solar	\$ -	\$ -
Complete	UCSB	14043_NCM_UCSB_HRS Repairs in Block Veneer, Santa Catalina Bldg	\$ 38,717.00	\$ 38,717.00
Complete		14044_NCM_UPS PARKING LOT	\$ 24,000.00	\$ 24,000.00
Complete	SLO County	14046_NCM_JOC_HFL Architectural	\$ 87,361.50	\$ 87,361.50
Complete	SB County	14048_NCM_SALLY PORT	\$ 30,852.00	\$ 30,852.00
Complete	SBCC	14049_NCM_Site Restoration ECC 40 - 42	\$ 28,545.00	\$ 28,545.00
Complete	SMAT	14050_NCM_SMAT Access Control Upgrades to Access System	\$ 65,579.00	\$ 65,579.00
Complete	SLO County	14051_NCM_JOC_Auditor/Controllers/Office Rem	\$ 77,306.53	\$ 77,306.53
Cancelled	SLO County	14052_NCM_JOC_IT Data Center	\$ 88,665.00	\$ 88,665.00
Complete	SLO County	14053_NCM_JOC_DSS Repair and Replace Windows	\$ 250,000.31	\$ 250,000.31
Cancelled	SLO County	14054_NCM_JOC_DSS Empleo Data Cable	\$ -	\$ -
Complete	SBCC	14055_NCM_Drywall Soffit	\$ 6,916.00	\$ 6,916.00
Complete	SBCC	14056_NCM_Hand Dryer	\$ 17,485.00	\$ 17,485.00
Complete	SBCC	14057_NCM_ECOC Partition	\$ 3,169.00	\$ 3,169.00
Complete	SBCC	14058_NCM_Electric Hood	\$ 915.00	\$ 915.00
Complete	UCSB	14059_NCM_UCSB_HRS_Modify Balcony & Window, Storke 762A&7B	\$ 35,235.00	\$ 35,235.00
Complete	UCSB	14060_NCM_Phelps Hall Technology Mgmt Classroom Bldg. 560	\$ 1,033,000.00	\$ 1,033,000.00
Complete	SLO County	14061_NCM_Ag Commissioners Carport Addition	\$ 6,500.00	\$ 6,500.00
Complete	SBCC	14062_NCM_ECC 31-32 Asphalt Paving Removal	\$ 14,251.00	\$ 14,251.00
Complete	UCSB	14064_UCSB_HRS Student Store Catalina Bldg 860	\$ 9,546.00	\$ 9,546.00
Complete	UCSB	14065_UCSB_Santa Catalina Laundry Room Expansion	\$ 38,370.00	\$ 38,370.00
Complete	UCSB	14066_UCSB_Robertson Gym, Bldg. 533	\$ 395,000.00	\$ 395,000.00
Complete		14067_NCM_Michael Bray Project	\$ -	\$ -
Complete	SB County	14071_NCM_201415 Methane Maint	\$ 13,839.00	\$ 13,839.00
Complete	SLO County	14072_NCM_SLO CNTY_Stenner Creek Conduit	\$ 12,984.00	\$ 12,984.00
Complete	Ventura County	14073_NCM_Ventura_VWRF Lighting Replacement	\$ 423,281.00	\$ 423,281.00
Complete	UCSB	14074_Oceanwalk Phase II Warranty Repairs	\$ 37,000.00	\$ 37,000.00
Complete	SMAT	14076_NCM_SMAT II Access Control System Upgrade	\$ 81,662.00	\$ 81,662.00
Current	CCI	14077_NCM_2881 BROAD STREET	\$ -	\$ -
Complete	SBCC	14078_NCM_SBCC_Relocate Existing Restroom WC-1	\$ 31,546.00	\$ 31,546.00

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Eric Newton-Project Manager

Joe Corella- Superintendent

2. Summarize each person's specialized education:

Eric Newton & Joe Corella BS in Construction related fields

3. List each person's years of construction experience relevant to the project:

Eric Newton 20 years

Joe Corella 20 years

4. Summarize such experience:

Eric and Joe have playground and concrete related projects

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

BID FORM

VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Newton Construction & Management Inc

Signature 

Name Eric Newton

Title President

Date 10/27/17

Contractor License No. 783608

DIR Contractor Registration No. 1000001399

1.5 **Non-Collusion Declaration**

The undersigned declares:

I am the President of Newton Construction & Management Inc, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. 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 to refrain from bidding. 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 or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10-31-17 [date], at San Luis Obispo [city], California [state].

Name of Bidder Newton Construction & Management Inc.

Signature [Signature]

Name Eric Newton

Title President

1.6 **Iran Contracting Act Certification**
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:  _____

Printed Name: Eric Newton

Title: President

Firm Name: Newton Construction & Management Inc.

Date: 10/27/17

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, NEWTON CONSTRUCTION & MANAGEMENT, INC., as Principal, and ARCH INSURANCE COMPANY, as Surety and are held and firmly bound unto the City of El Paso de Robles, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated NOVEMBER 2ND, 20 17, for LARRY MOORE PARK ACCESSIBILITY UPGRADES AND REHABILITATION.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses. *

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 31ST day of OCTOBER, 20 17, the name and corporate seal of each corporation.

(Corporate Seal)

NEWTON CONSTRUCTION & MANAGEMENT, INC.

Contractor/ Principal

By [Signature]

Title president

(Corporate Seal)

ARCH INSURANCE COMPANY

Surety

By [Signature]

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title KEVIN VEGA, ATTORNEY-in-FACT

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christansen, Kevin Vega, Myrna Smith and Phillip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

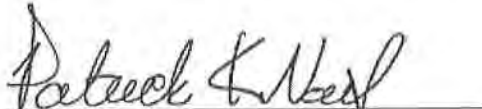
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

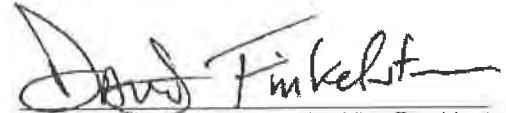
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of June, 2017.

Attested and Certified

Arch Insurance Company

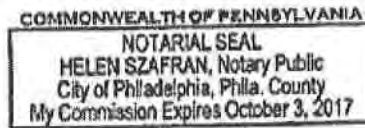

Patrick K. Nails, Secretary

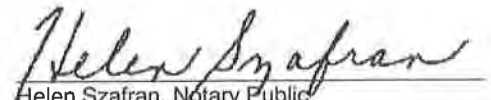



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

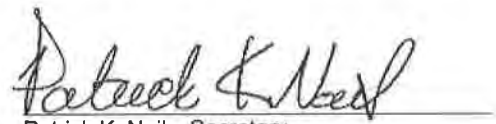



Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 5, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of October, 2017.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

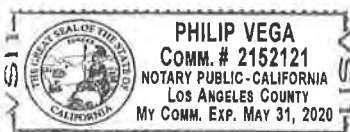
On 10/31/2017 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared KEVIN VEGA
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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney In Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

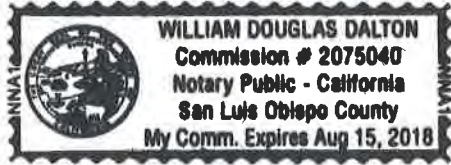
Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Notary 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 California

On NOVEMBER 1, 2017, before me, William Douglas Dalton, Notary Public, personally appeared Eric Newton, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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.

William Douglas Dalton

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.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

<p><u>Partner(s)</u> <input type="checkbox"/> Limited <input type="checkbox"/> General</p> <p><input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other:</p> <p>Signer is representing: Name Of Person(s) Or Entity(ies)</p> <p>_____</p>	<p>_____ Title or Type of Document</p> <p>_____ Number of Pages</p> <p>_____ Date of Document</p> <p>_____ Signer(s) Other Than Named Above</p>
--	---

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 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.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

<p>Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General</p> <p><input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other:</p> <p>Signer is representing: Name Of Person(s) Or Entity(ies)</p>	<p>Title(s) _____</p> <p>Title or Type of Document _____</p> <p>Number of Pages _____</p> <p>Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
--	---

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 6 weeks from the time of LSI order acceptance.

©2016 Landscape Structures. All Rights Reserved.



**Better playgrounds.
 Better world.®**

playlsi.com Page 202

Proudly presented by:
 Nathaniel Stutz



CC Agenda 11-21-17