

From: Freda Berman, Maintenance Superintendent

Subject: Larry Moore Park Accessibility Upgrades and Rehabilitation

Date: November 21, 2017

Facts

- 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	\$ 15,630
	\$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.

- 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.

CC Agenda 11-21-17

BID SCHEDULE

NO.	ITEM DESCRIPTION	UOM	EST. QTY.	UNIT PRICE	ITEM COST
1.	Mobilization/Temp. Facilities	LS	1	9000-	89000
2.	Restroom Exterior Improvements, Complete	LS	1	\$50,250-	150,250
3.	Restroom Interior Improvements, Complete	LS	1	947,050	147,050
4.	Site Work, Complete	LS	1	9 20,950	120,950
5.	Play Equipment Replacement, Complete	LS	1	\$29,050-	129,050

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:

Agenda Item No. 10

	TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR LARRY MOORE PARK ACCESSIBILITY UPGRADES AND REHABILITATION						
\$_	\$						
	Total Bid Price in Numbers						
\$_	ONE HUBBER FIFTY SIX THOUSAND, THREE						
	Total Bid Price in Written Form						
	Douras dugar						

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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 <u>California</u> .
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

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If the Bidder is a joint venture, <u>each</u> 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)

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	n this Bid and all of the representations made herein are
	, on this <u>26</u> day of <u>October</u> , <u>2017</u> .
	(Bidders Name – Print or Type)
	Eric Newton-President
(Corporate Seal)	(Name and Title) (Signature)
Names of individual members of firm of addresses are listed below:	r names and titles of all officers of corporation and their
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	
•	FAX
·	
Name	_Title
Phone_	FAX_
Name	_ Title
Complete Address	
Phone	
X	

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 (\$)
Praymond	Central coart playprounds	orett,ca.	743567 788877	_ 100003948	\$ 20,250
Paving	Michael Bray Construction	Prio Nobles,	610280	1000033998	\$8,450-
Steel CAN	In town Construct	San Low Druspo, GA.	898525	10000/1909	\$10,200-
Plumbig	Marreilles Plumbing	Atavender, CA.	743569	100000149	23,500

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	Subcontract Amount (\$)
	-		· ·		X
(Attach addition	nal sheets if necessa	ary)	bala la	10/10	· · · · · · · · · · · · · · · · · · ·
Name of Bidder	NOWTON	CONSTRUC	hony	manua	evvient
Signature	4310	MIN Acat.	d 0101-		-
Name and Title	ELLE MICH	ton, pres	MONT		

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.

Name	e of Bidder:	Newton Cons	struction & Management Inc			
Туре	, if Entity: Cor	ntity: Corporation				
Bidde	er Address:	PO BOX 32	260			
		San Luis Ob	bispo, CA 93403			
805-	-544-5584		805-544-5583			
Facsi	imile Number		Telephone Number			
	@newtonconst	ruction.com				
∟maı	l Address					
17	many years h		panization been in business as a Contractor anization been in business under its preser			
5.1 If Rid	operated?		former names has Bidder's organization ition, answer the following:			
		·	3-1-2013			
6.1	Date of Inco	rporation:	-			
6.2	State of Inco	rporation:	California			
6.3	President's I	Name:	Eric Newton			
6.4	Vice-Preside	ent's Name(s):	Eric Newton			
6.5	Secretary's	Name:	Eric Newton			
6.6	Treasurer's	Name:	Eric Newton			

If a	n 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	N/A	
	other than a corporation or partnership, describe organization and name	е
——	N/A	
List	other states in which Bidder's organization is legally qualified to do business	
N	/A	
Wh	at type of work does the Bidder normally perform with its own forces?	
C	oncrete, Framing, Electrical	
	s Bidder ever failed to complete any work awarded to it? If so, note when, where	€,
	NO .	
bee	hin the last five years, has any officer or partner of Bidder's organization even an officer or partner of another organization when it failed to complete tract? If so, attach a separate sheet of explanation:	
NC		
List	Trade References:	
	S-Electrical	
Ha	ayward Lumber	

82477.07000\30165187.1

List Bank References (Bank and Branch Address): Pacific Western Bank
1001 Marsh Street San Luus Obispo, CA 93403
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

LIST OF CURRENT PROJECTS (BACKLOG)

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
*See Attached			
			1

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 Attucked			
			;

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	5			-		
Complete	HESD			_		\$ 323,994.00
Complete	HESD			245,705.00		\$ 243,703.00
Complete			Replacement	3 000 00 6		
Complete	California Military		It Fence	420 553 00 5		1
Complete	California Military		14032 NCM CR ITAM's 2014	138,552.00		2 136,332.00
Complete	SLO County	30C	ts	-		
Complete	SBCC		14035_NCM_Interior Renovation of ECC 14	_		4
Complete	SBCC		ars	_		
Complete	SBCC		14037 NCM Removal of Utilities to ECC 8-13 Modulars	-)	1
Complete	SBCC		14038 NCM Removal of Asphalt at ECC22-27	_	•	
Complete			14040 NCM FHL B290 Modular Wall Areas	13,014.00 \$	*	
Complete	SLO County	or	14041 NCM JOC HFL Electrical	253,903.47 \$		\$ 253,903.47
Complete	SLO County	oor	14041 NCM JOC HFL Mechanical	\$		
Complete	SLO County	Joc	14041 NCM JOC HFL Solar	\$		
Complete	IJCSB		14043 NCM UCSB HRS Repairs in Block Veneer, Santa Catalina Bldg \$	38,717.00 \$		
Complete			14044 NCM UPS PARKING LOT	24,000.00 \$		
Complete	SIO County	oor	14046 NCM JOC HFL Architectural	87,361.50 \$	3	
Complete	SR County		14048 NCM SALLY PORT	30,852.00		\$ 30,852.00
Complete	Suppose Control		tion ECC 40 - 42	28,545.00 \$	1	\$ 28,545.00
Complete	CMANT		14050 NCM SMAT Access Control Upgrades to Access System \$	\$ 00.675,29	40	\$ 65,579.00
Complete	SIO County	JO.		77,306.53		\$ 77,306.53
Complete	SIO County	JOI.		88,665.00	. \$	\$ 88,665.00
Campleto	SLO County	201	14053 NCM JOC DSS Repair and Replace Windows S	250,000.31		\$ 250,000.31
Complete	SLO County	201		-	ş	
Cancelled	SEO COUNTY	30		6.916.00		\$ 6,916.00
Complete	SBCC		1	-		\$ 17.485.00
Complete	SBCC		14056 NCM Hand Dryer			
Complete	SBCC		-	3,109.00		
Complete	SBCC		14058 NCM_Electric Hood \$	915.00		1
Complete	ncsB		878	35,235.00		-1
Complete	UCSB		oom Bldg. 560	1,033,000.00		1,03
Complete	SLO County			6,500.00	,	
Complete	SBCC		14062 NCM_ECC 31-32 Asphalt Paving Removal \$	14,251.00		
Complete	UCSB		14064_UCSB_HRS Student Store Catalina Bldg 860 \$	-		
Complete	UCSB		14065_UCSB_Santa Catalina Laundry Room Expansion \$	_		
Complete	UCSB		14066_UCSB_Robertson Gym, Bldg. 533 \$	395,000.00	S	\$ 395,000.00
Complete			14067 NCM Michael Bray Project	-	,	
Complete	SB County		14071_NCM_201415 Methane Maint \$	-		
Complete	SLO County		14072 NCM SLO CNTY Stenner Creek Conduit \$	-		
Complete	Ventura County		14073 NCM Ventura VWRF Lighting Replacement \$	-	\$	\$ 423,281.00
Complete	UCSB		14074 Oceanwalk Phase II Warranty Repairs	-		\$ 37,000.00
Complete	SMAT		14076 NCM_SMAT II_Access Control System Upgrade \$	81,662.00	\$	\$ 81,662.00
Current	133		14077 NCM 2881 BROAD STREET			
COLLEGIE			7 - 1111			4

	rigorius J C 13	ğ	14079 NCM JOC GSA IT Office Remodel, 4th Floor	\$	8,716.69 \$	A.	\$ 8,716.69
Cancelled	SLO County	3 2	14000 MCM IOC Animal Sequence Repovation		61,590.00 \$		\$ 61,590.00
Complete	SLO County	JOT	TAGOD NOW JOO WILLIAM STANDARD STANDARD		Ş		- \$
Complete			14081 NCM Santa Catalina laundov Room Expansion North Tower	5 38	38,122.00 \$,	\$ 38,122.00
Complete	UCSB		14002 NOW Selle Catemat Locality No.		S		\$
Complete	SBCC		14063 NCM redestrial progessuration repairs	\$ 95	\$ 00.000,56	*	\$ 95,000.00
Complete	VAFB		Latest varia negati water Districts Behavefield NG		-	*	\$
Complete			14085 NCM Sewer Lift Station Assembly, Developer		S		\$
Complete			14086 NCW Santa mez cinergency moderns	\$ 293	293 550 00 \$		\$ 293,550.00
Complete			15001 NCM, Wawona Fire Fighting Facility	1	-		L
Complete	CO		15002_NCM_JCD Misc	1	CE 5/8/17 ¢		\$ 65.548.47
Complete	Camp SLO		15003 NCM CSLO Install New Bathroom Counters		+		OX.
Complete	HESD		15004 NCM HESD Arr Haycox Elementary School		-		
Complete	UCSB		15005 NCM Emergency Repair - Santa Catalina So Tower				
Complete	SB County		15006_NCM_SB Fire Station 22		0.1		
Complete Complete	SB County		15008 NCM SB 1226 Anacapa		-		1
Complete	A County	JOC	15009 NCM SLO Courthouse Annex Air Handler Replacement	\$ 213	_		
Complete	CIO Country	JOI	15013 NCM SLO Health Campus Annex Remodel		_		
Complete	STOCHUS		15014 NCM Sinsheimer Stadium Stairs Replacement	\$ 127	127,800.00 \$,	\$ 127,800.00
Complete	STO CHA	ي	15015 NCM SLO County Courthouse Annex ADA Door	\$ 19	19,601.63 \$		
Complete	SEO COUNTY	3	15015c NCM Install ADA door operator at Palm		9,116.00 \$		\$ 9,116.00
Complete	1400000		15016 NCM SB County Anabamu Storefront Modification	\$	4,715.00 \$	+	\$ 4,715.00
Complete	SB COUNTY		15018 NCM 1234 BROAD STREET	s	\$		S
Current	nperune		15019 NCM SRCC PS-219 Accessibility		112,000.00 \$		\$ 112,000.00
Complete	Sect		15020 NCM SR Fire Station 22 Fascia Repairs		5,926.00 \$		\$ 5,926.00
Complete	SB County	001	1 DOZD NEW SUITES MAINTENANCE HALL Benefits		151,515,17 \$		\$ 151,515.17
Complete		JOC	TOUT NUMBER CANADA VELS HAIR REPAIRS		+		\$ 135,300.00
Complete	Paso Robles City		15024 NUM Centential Park Cyllindsium study metani		+	\ . \\	
Complete			15025_NCM_Casa Loma Probation Miscellaneous Projects		-		
Complete	SLO County	DOL	15026 NCM Repair Rios Caledonia Adobe Walls Phase 3		+		
Complete	CA Parks & Rec		15032 NCM Carpinteria State Beach Lobby Casework		_		30
Complete		DOI	15033_NCM_Replace Fire Sensor System		_		1
Complete	SB County		15034_NCM_Isla Vista Clinic Remodel		-		1
Complete	SB County		15035_NCM_County of SB Miscellaneous Projects		-		
Complete	SBCC		15037 NCM_SBCC Bus Shelters	4	_		4
Complete	SBCC		15038_NCM_SBCC Sports Pavilion Concrete Damage		_	,	1
Complete	VAFB		15039_NCM_Vandenberg AFB Renovation of Bidgs. 7015 & 7025	е У-	36,952.00 \$	٠	36,952.00
			PECAT MICHA WOOD CARRELL Conceptored	\$	3.321.00 \$	d	\$ 3,321.00
Complete			TOOL WOM VOCCO SOLUTION OF THE WAY IN THE PARTY.		\$ 00,000 44	9	\$ 44,900.00
Complete	SBCC		15043 NCM SBCC ECC 40-42 and WC-1 Site Work	1	-		
Complete	SLO County		15044 NCM_SLO County Auditor's Office Door		-		
Complete			15051 NCM Westlake High School Board Installation	S	-		
Complete	UCSB		15052 NCM UCSB Broida Hall Rooms 1324&1332 Lab Renovations	s.	-		
Complete	UCSB		15063_NCM_Carrillo Pool	S	-		
Complete	HESD		15064_NCM_Blackstock JHS Modular Classroom Building & Site Impri	S	649,000.00 5	,	5 B49,000.00
					4		4

Complete	SMAT	1	15066 NCM SMAT Conduit Re-Routing	\$	12,945.00 \$		\$ 12,945.00
Complete	SBUSD	4	15067 NCM SBUSD Green Shade Structure Replacement	Ş		,	٩
Complete	SBCC	1	15068 NCM SBCC Concrete Column Repair	s	35,770.00 \$	7	\$ 35,770.00
Complete	SBCC	1	15069_NCM_SBCC_Concrete T&Ms		-	,	
Complete	Pismo Beach	Ţ	15071_NCM_Pismo_City Hall Backup Generator		133,000.00 \$,	
Complete		1	16002 NCM Rehabilitation of the Municipal & Centennial Park Pool		-	8	\$ 612,000.00
Complete	UCSB	1	16003_NCM_UCSB_935 West Campus Point	S	-		49,319.00
Complete	MindBody	+	16004 NCM Mindbody TI-Existing Building Bank Area	\$	548,418.00 \$		5 548,418.00
Complete	133	1	16005_NCM_251 Higuera Repair T&M		s.	,	S
Complete	ODY	JOC 1	16006_NCM_JCD Misc. 2016		S	,	S
Complete	UCSB	1	16008_NCM_UCSB Open Brief 2016 for Housing		-		
Complete	UCSB	1	16009 NCM UCSB HRS-Install Bottle Fill Stations	s.	-	1	5,585.00
Complete	UCSB	1	16010 NCM UCSB Cliff Culvert Repairs	S	-		1
Complete	MindBody	1	16011 NCM_Mindbady Server/Vestibule Doors	1	11,502.00 \$		
Complete	MindBody	1	16012 NCM Mindbody Main Bldg 2nd Floor Workstation Addition		-		
Complete	SMAT	1	16013_NCM_SMAT Access Control & Security Upgrades to System 2(-		4
Complete	UCSB	1	16014 NCM Davidson Library Barn Door	S	3,718.00 \$		3,/18.00
Complete	JACCO	1	16015_NCM_JACCO MISC				
Complete	MindBody	1	16016 NCM Mindbody TI-Existing Building Finance Area	S	271,903.00 \$		7
Complete		1	16017_NCM_Uptown Park Window T&M	s	-		
Complete	MindBody	1	16018 NCM Mindbody Crux	\$	229,455.00 \$		\$ 229,455.00
Complete	Libertine		16019 NCM_2325 A Street, Santa Maria		-		
Current	SBCC		16020 NCM_SBCC West Campus, Doors, Frames, Hardware & Acces 5	es \$	353,000.00 \$	(2,490.50)	\$ 350,509.50
Complete	Cal Poly	I JOC	16021_NCM_JOC 16-039 at Cal Poly	S	-		
Complete	Cal Poly	1	16021 1601 NCM JOC White Board & Electrical Upgrades		-		
Complete	Cal Poly	1	16021 1601 NCM JOC White Board & Electrical Upgrades Supplem	-	-		
Complete	Cal Poly	1	16021 1602 NCM JOC Jespersen Ceiling Fans	S	-		
Complete	Cal Poly		16021 1602 NCM JOC Jespersen Ceiling Fans Supplemental		-		
Complete	Cal Poly		16021 1602 NCM JOC Jespersen Ceiling Fans Supplemental - Cabir	bir S	-		J
Complete	Cal Poly		16021 1603 NCM JOC Spanos Bird Damage	S	-	,	
Complete	Cal Poty		16021 1604 NCM JOC Hydro Stations & Drywall Repair	S.	_		
Complete	Cal Poly		16021 1604 NCM JOC Hydro Stations & Drywall Repair - Additional \$	na S	2,218.10 \$		
Complete	Cal Poly		16021 1606 NCM JOC Yosemite Re-Piping	S	-		
Current	Cal Poly	10C	16021 1608 NCM JOC Cal Poly Facility Yard Adjacent to Electric Shd \$	Shd S	-	•	
Complete	Cal Poly	0.00	16021 1610 NCM JOC Robert A. Mott Physical Education - Install Q	S	-		5 37,159.49
Current	Cal Poly	loc la	16021 1611 NCM JOC Kennedy Library		61,999.91 \$		
Current	Cuesta College		16023_NCM_Cuesta College Instructional Bidg-BP-03-General Trade	s	_	21,699.00	- 1
Current	Cuesta College		16024 NCM Cuesta College Instructional Bldg-BP-06- Lath, Plaster,	\$	-	138,354.00	- 1
Current	Cuesta College		16025_NCM_Cuesta College Instructional Bidg-BP-12-Electrical	s	_	76,665.00	4
Complete	MindBody		16026_NCM_Mindbody Break Room	Ş	-	32,807.00	\$ 270,807.00
Complete	UCSB		16027 NCM_UCSB West Campus Bottle Filling Station		_		
Current	Cuesta College		16029 NCM Cuesta College NCC- Campus Center- BP 01 Structural a		-	1/8,202.82	2,468,402.92
Current	Cuesta College		16030 NCM Cuesta College NCC- Campus Center- BP 04 Roofing	1	-	69,370.00	
			16033 NCM ASH Apartment A & B Stair Replacement	v	565,000,000 5	86.025.00	5 651,025.00

4	Special		15034 NCM Mindbody First Floor Lobby Area	\$ 64,620.00 \$	\$	64,620.00
Complete	ADDITION OF THE PROPERTY OF TH	, in	16036 NCM Paso Robles City Hall Stucco Repairs	\$ 5,800.00	\$ -	5,800.00
Complete	DIGON OSBU	ca cut	1673 NCM HESD Kitchen Hood Replacement at Various Schools Pr	\$ 537,000.00 \$	23,655.00 \$	560,655.00
Complete	UCSD USSE		16030 NCM LICKS HRS. Anacana Residence Hall Storage Room Conv	\$ 31,397.00 \$	5	31,397.00
Complete	950		16040 NCM Cuesta College NCC- Campus Center- RP 13 Landscapin	\$ 236,000.00 \$		236,000.00
Current	Cuesta Conege	a Alan	16041 NCM Quintron/Patronas	· S	\$	126,000.00
Complete	Speaker		16042 NCM MindBody Human Resources TI	\$ 100,000.00 \$	\$	100,000.00
Complete	Villagor Pallos City	oc City	16043 NCM Paso Bobles Water Tank Tree Planting & Irrigation	\$ 54,000.00 \$	\$ +	54,000.00
Complete	VDORDGIN	Allo Ca	16044 NCM Mindbody Santa Maria TI	\$ 97,758.00 \$	\$	97,758.00

	1		150.85 MCM Booketnes Modernization	\$ 2,519,	2,519,605.00 \$	\$	2,519,605.00
Complete	SBCC		TOTAL MOUNTAIN OVAL BITTOCK		v	200.989.50	884,289,50
Current	Cal Poly		1604/ NCM CKANDALL GTIN REINOTH	,		-	47.310.00
Complete	Taft Electric		16052 NCM Cuest College NCC-Campus Center-Electrical Site Work	0 1		0	22 928 00
Complete	SBCC		16054_NCM_SBCC_Portable BLDG Demolition	2	-	,	00,020,00
Complete	Smith Electric		16055 NCM Cuesta College NCC-Campus Center-Plumbing Site Worl	S	_		20,000.00
Complete	UCSB		16057 NCM Ocean Walk Block Wall/ Fence Modifications	Ş	16,365.00 \$		16,365.00
Complete	CO Country		16058 NCM Santa Barbara Rocky Nook Park Roofing	\$ 12,	12,584.00 \$		12,584.00
Complete	Mindbody		15059 NCM Mindbody Head Replacement		2,806.00 \$	5	2,806.00
Complete	Apparail		16060 NCM T&M SBCC Gvm Concession Stand		1,211.00 \$	S	1,211.00
Current	SB County	or	16061_NCM_JOC County of Santa Barbara General Building Construc	\$ 20	sy.	\$	·
			15050 NCM Calbaty Metal Cover Plates	\$ 1	1,500.00 \$	\$	1,500.00
Complete	Cai Poly	201	15068 MCM IOC FZIOC Misc Expenses		\$		4
Current		700	16075 NCM Oreano Vistor's Center Exhibit Wall		7,490.95 \$	2,330.00 \$	9,820.95
Complete	Managara Managara	יטו	15087 NCM IOC Monterey Roads and Bridges 2016-03	s	s -		
Current	I I CCB		16088 USCB Electronic Descaler	\$ 20	20,710.00 \$		
Complete			16089 Fiber Optic Excavation Shandon State Water Turnout		14,617.00 \$. \$	
Complete	MindBody		15090 Mindbody Santa Maria Interior Renovation		\$33,108 \$		60
Complete	A Company		16091 SB County Signs	\$ 8	9,494.00 \$	\$	6
Complete	A COORD		16092 Mindhody Santa Maria Executive Shower Head Relocation		\$ 029\$	- \$	670.00
Complete	Apongo as	JOI	16094 NCM JOC SB Temporary Exam Rooms	\$ 35	35,890.56 \$		
Complete	Mindbody		15095 NCM Mindbody Fire Alarm Completion		64,468.00 \$		9
Complete	MindBody		16096 NCM Mindbody Conference Room HVAC Mods		1,916.00 \$		1
Complete	Valuabouy Cal Bala		16097 Cal Poly Jespersen & Heron Hall Improvments	S	\$ 00.009		\$ 600.00
Сотріете	Calloy		16098 Mindhody Daycare Cabinet Relocation		1,194.00 \$,	\$ 1,194.00
Complete	Windbody		16000 Mindbody Dayling Structure Bridge		4,971.00 \$		\$ 4,971.00
Complete	Mindeody		15100 CB County Refrigerator Demolition	S	7,639.00 \$	-	\$ 7,639.00
Complete	SB County		17003 NCM LICS Miller lab Tepant Improvements	16	-	2,325.92	\$ 168,325.92
Complete	OCSB		17002 MCM 11008 Dool Maintenance and Repairs		19,836.00 \$		\$ 19,836.00
Complete	UCSB		17004 NCM Mindbody Second Floor Lobby to Crux		-		\$ 2,199.00
Complete	UC3B Moststan Campto	Jul	17005 NCM IOC Monterey Rio Road & HWY 1 Carmel Tree Remova	\$ 6	41,988.42 \$	-	\$ 41,988.42
Complete	EZIOC EZIOC		17006 NCM EZIOC Santa Maria Sewer Line Replacement	s	83,064.37 \$		
Complete	Mindode		17007 NCM Mindbody Miscellaneous Repairs	\$ 2:	21,883.00 \$		\$ 21,883.00
Complete	Windbody		01 Cubby Touch Up	s	\$ 00.808	÷	\$ 808.00
Complete	A POOD IN A		02 CEO Bestroom Closure Rep	S	379.00 \$		\$ 379.00
Complete	Anognijai			₹5	335.00 \$		\$ 335.00
Complete	Vindsody		Od Add 3v3 Class Opening	S	470.00 \$		\$ 470.00
Complete	WindBody		or And And Chairman Chair	v	530.00 \$,	\$ 530.00
Complete	MindBody		US Replace Glazing to Clear	, 0	-	1	
Complete	MindBody		US Office/Hall Patch/ Louchu		1 037 00 \$,	-
Complete	MindBody		07_P011375 Repaint Legal		-		
Complete	MindBody		08 Creekside Office Paint		1,410.00 5	0	00 709
Complete	MindBody		09 Maya Angelou Door Glass		-		4 286 00
Complete	MindBody		10_ Fiber Optic Addition		-		
Commission	MindBody		11 Tile Floor @ Lobby Doors	5	1,223.00 \$		J. Aykenin

				46	4 660 00 \$,	4.660.00
Complete	MindBody		12 Parking Structure Stairwells		-		
Complete	MindBody		13_Daycard Shade Structure	C T'S	-	1	1
Complete	MindBody		14 Temp Hall		2	,	
Complete	MindBody		15 Weather Strippin		-		1
Current-M	MindBody		16 Market Demo	\$ 1,5	-	^	
Complete	MindBody		17008 NCM Mindbody Interior Stair Railing Painting	\$ 3,1	3,177.00 \$		3,177.00
Current	Cal Poly	oor	17009 NCM JOC Cal Poly 0040	\$			
Current	Sa County	COL	17010 NCM JOC SB Rehabilitation of Fire Station 18 Parking Lot	\$ 15,6	15,672.78 \$	S	
Complete			17011 NCM San Antonio Electrical Repairs	5 3,7	3,799.00 \$		3,799.00
Cancelled	Salinas City	Sol	17012 NCM JOC City of Salinas Miscellaneous Building	·s	+ \$		
Current	Samilas City		17013 NCM PR Paver Repairs T&M	\$ 16,2	16,259.00 \$		-
Complete	Cal Doly		17014 NCM Cal Poly Bidg 003 Rooms 106 & 107A	\$ 4,3	4,360.00 \$	\$	
Complete	MindBody		17015 Mindbody Mound Removal	\$ 23.8	23,864.00 \$	\$	П
Cumpiete			17018 NCM Pismo Beach Campground Accesibility Improvements	Cal	Ş	1	#VALUE!
Current	Monterey County	SOI	17019 NCM JOC Monterey Robinson Canyon Rd.	s	927,275.46 \$	99,193.41 \$	Η,
Complete	SR County	JOI	17020 NCM JOC Roof Repair 2121 Centerpointe Parkway	\$452,9	\$452,950.93 \$	- \$	452,950.93
Complete	NOW NOW		12022 ICD Office Ti	45	\$	\$ -	
current	000000000000000000000000000000000000000		17073 NCM Piedras Blancas	\$ 474,0	474,000.00 \$	1,834.00 \$	475,834.00
Current	LIESD WASHINGTON		17024 NCM Huenme Kitchen Hood Replacement Hathaway, Parkvie	s	565,000.00 \$	36,683.00 \$	601,683.00
Callelli	1001-0		147025 NCM Gas line Replacement Project	s	832,000.00 \$	\$ (00.906,78)	794,094.00
Current	Cal rolly	JO	17026 NCM IOC Santa Barbara Elections Building 4440 Calle Real	\$	18,606.78 \$	33,633.68 \$	21
Complete	Sal County	201	17077 NCM IOC Cal Poly IOC Facilities Yard	5	1,723.00 \$	•	1,723.00
Complete	Cal roly	2	1703 NCM Shart		276,111.00 \$	7,753.00	\$ 283,864.00
Complete	Cal Poly		17029 NCM Native Oak	\$	\$	×	\$
Current	NCM	200	Action Montain County Circ Drenvention & Tree Mortali		150.302.99 \$,	\$ 150,302.99
Current	Monterey County	JOL	17001 NCM CD Marin Curidail Bodacomort		+-	7	\$ 71,000.00
Current	County of 58	9	TATAL INCINITION OF THE MAINTING CONTROL BOOK BOOK BOOK	5 67	-	·	\$ 67,306.98
Complete	EZIOC	200	17034 NCM JUC Louden Nelson Community Centel Moor Nepam		+	271477	9
Current	UCSB		17035 NCM UCSB Fig Neuroscience Lab	٠.	-	+	
Current	Monterey County	DOC	17036 NCM JOC Blanco Rd & Reservation Rd: Intersection Improvm	7	-	04 064 00	
Current	Monterey County	200	17037 NCM JOC San Lorenzo Park ADA Improvements	1	-	-	
Current	Monterey County	JOC	17038 NCM JOC Debris Removal Road Districts 1&3	5 40b,	_		1
Current	Monterey County	200	17039_NCM_JOC Debris Removal Road Districts 2&4		-	+	
Current	Cal Poly	oor	17040_NCM_JOC Cal Poly Building 38	1	_		3
Complete	SB County		17041_NCM_Remodeling Behavior Wellness Center		7,451.00 \$	(1,411.00)	
Current	Cal Poly	OOI	17043 NCM JOC Cal Poly Surfboard Shaping Room		-		4
Current	EZIOC	JOC	17044 NCM JOC EZIQC Buena Vista Park	\$ 1,255,	255,736.04 \$		1,2
Current	Cal Poly	COL	17045 NCM JOC Cal Poly Athletics Computers Study Lounge	\$ 38,	38,781.08 \$	8,811.16	\$ 47,592.24
Completed	SMAT		17046 NCM SMAT Electrical/Operator	S	852.00 \$	7	\$ 852.00
Current	SaCounty	JOC	17049 NCM JOC Santa Barbara Asset Storage Area and Workshop	\$	78,764.56 \$	•	\$ 78,764.56
Carrent	Cuerta College		17051 NCM NCC Plant Science Facility 8-06 Plumbing and Mechanid	v.	171,000.00 \$	15,082.00	\$ 186,082.00
Cullent	Creeta College		17052 NCM NCC Plant Science Facility BP-07 Fencing	Ş	\$ 00.000,89		\$ 68,000.00
Completed	200		17053 NCM PR Centennial Wall Repair	\$ 13,	13,885.00 \$	į	\$ 13,885.00
Completed	Cal Poly Cornocation		17054 NCM Cal Poly Dinning Facilities	\$ 514,	514,416.00 \$		\$ 514,416.00
Current	Carl Oly College				ı		

Monterey County JOC	12056 MCM NCC Cuesta Plant Science Facility BP 08 Building Electril \$ 1	154,000.00 \$	(24,500.00) \$	129,500.00
Monterey County JOC Cal Poly SLO County JOC SLO County MindBody SB County JOC Cal Poly SB County JOC Cal Poly Monterey County JOC Monterey County JOC MindBody SB County JOC MindBody SB County JOC Cal Poly MindBody JOC Cal Poly MindBody JOC Cal Poly MindBody JOC Cal Poly Corporation JOC Monterey County JOC Cal Poly Corporation JOC	NCM IOC Monterey Bus Stop Improvements \$	9,216.26 \$	•	9,216.26
Cal Poly JOC	NCM Bray T&M Kine City	\$.		*
SLO County DCC		17,474.42 \$	\$ -	17,474.42
SIO County JOC		S	5	F
MindBody SB County JOC	Ì	73,000.00 \$	\$ -	73,000.00
Cal Poly JOC		9.741.00 \$	\$.	9,741.00
Cal Poly JOC		137,726.00 \$	5,559.22 \$	143,285.22
Cal Poly JOC		-	\$	66,830.07
SB County JOC		47 055 51		47.055.51
Monterey County JOC	NCM_JOC SB County Fire Station 18 Interior Repairs 5	+	1 234 00 \$	
Monterey County JOC		0	+-	
Monterey County JOC MindBody SB County JOC Cal Poly MindBody JOC MindBody SB County JOC CSB COUNTY JOC CSB COUNTY JOC CAl Poly Corporation JOC Monterey County JOC Cal Poly Corporation JOC Monterey County JOC Mindbody JOC Mindbody JOC JOC JOC Mindbody JOC JOC JOC Mindbody JOC JOC JOC Mindbody JOC JOC JOC JOC Mindbody JOC JOC JOC JOC Mindbody JOC JOC JOC JOC JOC Mindbody JOC JOC JOC JOC JOC JOC Mindbody JOC	17070_NCM_JOC Roads and Bridges_Sylvan Road Removal of Veget	8,712.74 \$	7	
MindBody MindBody DC SB County SB County DC SB County SB County DC SB County SB County DC UCSB UCSB DC UCSB DC DC DC DC UCSB DC DC DC DC UCSB DC DC DC UCSB DC DC DC UCSB DC DC DC DC UCSB DC DC DC DC UCSB DC DC DC UCSB DC DC DC DC DC DC UCSB DC DC DC DC DC DC DC UCSB DC DC DC DC DC DC DC UCSB DC DC DC DC DC DC UCSB DC DC DC DC DC DC DC D	17071 NCM JOC Road and Bridges Carmel Valley Road-Removal of \$	34,311.00 \$	\$	
Sa County Cal Poly MindBody Sa County Cal Poly Corporation Cal Poly Corpor	NCM Mindbody Finance Reconfiguration \$	62,469.00 \$	\$	٦
Cal Poly JoC	NCM Asset Storage Windows	4,625.00 \$	\$	
Mindbody JOC	on Replacement Bidg 3	76,904.98 \$,	76,904.98
SB County JOC	S	785,000.00 \$,	
SB County JOC	S	297,978.82 \$	\$	7
UCSB	novation \$	30,433.00 \$	· ·	30,433.00
UCSB	S	226,000.00 \$	\$ -	226,000.00
UCSB Paso Robles City 17084 17084 17084 17094 17094 17095 17		1 268 000 000 \$	a	\$ 1,268,000.00
Paso Robles City 17094 Cal Poly Corporation 17095 Monterey County 17097 17097 Cal Poly Corporation 17097 17097 EZIOC 17097 17097 Monterey County 17097 17097 Cal Poly Corporation 17098 Cal Poly Corporation 17098 MidBody 17106	UCSB Broida Hall Lab Room Kenovation	+	T	
Cal Poly Corporation 17095 17095 17096 17096 17097	Paso Robles Downtown Lighting	-		2 050 00
Monterey County JOC 17096_ Cal Poly Corporation JOC 17097_ EZIOC JOC 17098_ Monterey County JOC 17099_ Cal Poly Corporation JOC 17109_ Cal Poly Corporation JOC 17109_ Cal Poly Mindbody JOC 17104_ Mindbody JOC 17106_ Mindbody JOC 17106_ Mindbody JOC 17106_ Mindbody JOC JOC JOC JOC JOC JOC JOC JOC JOC Mindbody JOC		2,858.00 5	4	
Cal Poly Corporation 17097_NCM EZIQC 17098_NCM Monterey County JOC 17099_NCM Cal Poly Corporation 17100_NCM Mindbaddy 17100_NCM Mindbaddy 17100_NCM Mindbaddy 17106_NCM	17-03			
EZIOC JOC 17098 NCM Monterey County JOC 17099 NCM Cal Poly Corporation JOC 17100 NCM Cal Poly Mindbody JOC 17104 NCM Mindbody JOC 17104 NCM Mindbody JOC JOC JOC JOC Mindbody JOC JOC JOC JOC JOC Mindbody JOC JOC JOC JOC JOC JOC Mindbody JOC JOC JOC JOC JOC JOC JOC Mindbody JOC	17097 NCM Cal Poly Student Assemble Flash Bar	1,901.00 S		1,901.00
Monterey County JOC 17099 NCM Cal Poly Corporation JOC 17100 NCM Cal Poly JOC 17104 NCM MindBody JOC 17105 NCM MindPody JOC JOC JOC JOC MindPody JOC JOC JOC JOC JOC MindPody JOC JOC JOC JOC JOC JOC MindPody JOC JO				0 4
Cal Poly Corporation 17100_NCM Cal Poly Corporation 17104_NCM Nindbody 17105_NCM Nindbody Nindbo	17099 NCM JOC Monterey Facilities 2017-01	_		
Cal Poly JOC 17104_NCM Mindbady 17105_NCM Mindbady 17106_NCM 17106_NCM NINGBADA 17106_NCM	17100 NCM FFE Installation Cal Poly Dining Facilities \$	19,340.00 \$		
Value Valu	NCM JOC Cal Poly Water Intrusion Building 51	19,066.38 \$		
Mindbody	NCM Mindbody IT Area Renovation	135,792.00 \$	٠	\$ 135,792.00
	17106 NCM Mindbody NOC Relocation Temp Walls \$	3,130.00 \$		\$ 3,130.00
MANY CORES AGO	On Beathering Deleting & Emergency Lighting	99.024.96		\$ 99,024.96
Current County of SLO	ACC LI COCCUENT COLUMN			

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

D	rs	or	200	d
г	:/ >	u.	шк	ZI.

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
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 al 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:

82477.07000\30165187.1

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	911
Name_ Eric Newto	n V
Title_President	
Date10/27/17	
Contractor License	e No783608
DIR Contractor Re	egistration No. 1000001399

1.5 Non-Collusion Declaration

The undersigned declares:		Newton Construction &	
I am the President	of		_, the party making the
foregoing Bid.		<u> </u>	
company, association, organization. The Bidder has not directly or incompany bid. The Bidder has not directly any Bidder or anyone else to put any manner, directly or indirectly anyone to fix the Bid Price of the element of the Bid Price, or of the true. The Bidder has not, directly thereof, or the contents thereof, or partnership, company, association	on, odirectly in a side of the	of, or on behalf of, any undisclosed or corporation. The Bid is genuine and otly induced or solicited any other Bid or indirectly colluded, conspired, or sham bid, or to refrain from bidding sought by agreement, communicated der or any other Bidder, or to fix any of any other Bidder. All statements of indirectly, submitted his or her Bid Fulged information or data relative the organization, bid depository, or to ham bid, and has not paid, and will	d not collusive or sham. dder to put in a false or onnived, or agreed with g. The Bidder has not in on, or conference with overhead, profit, or cost contained in the Bid are Price or any breakdown reto, to any corporation, any member or agent
venture, limited liability compar	ny,	on behalf of a Bidder that is a corpor limited liability partnership, or any ver to execute, and does execute, th	y other entity, hereby
true and correct and that t	this	der the laws of the State of Californ declaration is executed on the state of Californ declaration	ia that the foregoing is 0-31-17 [date], at
Name of Bidder Newton Constru Signature	uctio	on & Management Inc.	
Title President			

1.6 <u>Iran Contracting Act Certification</u>

(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:

X The Contractor is not:

\$1,000,000

- (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.
П	The amount of the Contract payable to the Contractor for the Project does not exceed

Signature:
Printed Name: Eric Newton
Title:_ President
Firm Name: Newton Construction & Management Inc.

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.

Date: 10/27/17

1.2 Bid Bond

cashier's check, accompanies bid.]	ider's Security, e.g. cash, certified check or
The makers of this bond are, NEWTON CONS Principal, and ARCH INSURANCE COMPANY and are held and firmly bound unto the City of E the penal sum of TEN PERCENT (10%) OF TH to City for the work described below, for the payr States, well and truly to be made, we bind o successors and assigns, jointly and severally, firm	as Surety I Paso de Robles, hereinafter called the City, in E TOTAL BID PRICE of the Principal submitted ment of which sum in lawful money of the United burselves, our heirs, executors, administrators,
THE CONDITION OF THIS OBLIGATION IS SUBaccompanying bid dated NOVEMBER 2ND , 20 17 UPGRADES AND REHABILITATION.	CH that whereas the Principal has submitted the, for LARRY MOORE PARK ACCESSIBILITY
If the Principal does not withdraw its Bid within Principal is awarded the Contract and provides Contract; then this obligation shall be null and vous and effect.	s all documents to the City as required by the
Surety, for value received, hereby stipulates a alteration or addition to the terms of the Contract Surety does hereby waive notice of any such charge.	shall in affect its obligation under this bond, and
In the event a lawsuit is brought upon this bond be shall pay all litigation expenses incurred by the class, court costs, expert witness fees and expense.	City in such suit, including reasonable attorneys'
IN WITNESS WHEREOF, the above-bound par several seals this 31ST day of OCTOBER each corporation.	rties have executed this instrument under their, 20_17, the name and corporate seal of
(Corporate Seal)	NEWTON CONSTRUCTION & MANAGEMENT, INC. Contractor/ Principal By

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

ARCH INSURANCE COMPANY

Title KEVIN VEGA, ATTORNEY-in-FACT

By _____Attorney-in-Fact

Surety

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 Philip 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 (\$90,000,000,000).

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.

00ML0013 00 03 03

Page 1 of 2

Printed in U.S.A.

Agenda Item No. 10 Page 197

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, 20<u>17</u>.

Attested and Certified

Arch Insurance Company

CORPORATE SEAL 1971

David M. Finkelstein, Executive Vice President

Patrick K. Nails, Secretary

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.

NOTARIAL SEAL
HELEN SZAFRAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 3, 2017

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 <u>June 5, 2017</u> 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 315+ day of October, 2011.

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



00ML0013 00 03 03 Page 2 of 2 Printed in U.S.A.

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, PHIL	IP VEGA, NOTARY PUBLIC	
Date personally appeared KEVIN VEGA	Here Insert Name and Title of the Officer	
	Name(s) of Signer(s)	
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/ske/they executed the same in his/her/their signature(s) on the instrument 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.	
PHILIP VEGA COMM. # 2152121 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY MY COMM. EXP. MAY 31, 2020	WITNESS my hand and official seal. Signature	
Place Notary Seal Above	PTIONAL	
Though this section is optional, completing the	is information can deter alteration of the document or is form to an unintended document.	
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Th	Document Date:	
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 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. WILLIAM DOUGLAS DALTON **Commission # 2075040** Notary Public - California San Luis Obispo County My Comm. Expires Aug 15, 2018 STATE OF CA before me, William Douglas Dalson Notary Public, personally who proved to me on the basis of satisfactory appeared 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. 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 Title or Type of Document Title(s) Partner(s) Limited Number of Pages General ☐ Attorney-In-Fact ☐ Trustee(s) Guardian/Conservator Date of Document □Other: Signer is representing: Name Of Person(s) Or Entity(ies)

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

Signer(s) Other Than Named Above

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 _____ _____, 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 Title(s) Title or Type of Document Partner(s) Limited Number of Pages General ☐ Attorney-In-Fact □Trustee(s) Guardian/Conservator Date of Document Other: Signer is representing: Name Of Person(s) Or Entity(ies)

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.

Signer(s) Other Than Named Above

END OF BID BOND

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*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.

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Nathaniel Stutz









