

AGREEMENT
Division 00500

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and AUSONIO INCORPORATED, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is October 22, 2013.

THE COUNTY AND THE CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK.

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related work. The County has published a Construction Task Catalog[®] (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. The Contractor will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of Work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The scope of work, for each Job Order will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Detailed Scope of Work to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. The County will review the Contractor's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed Scope of Work.

The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:
PROJECT NO. JOC, BID NO. NMC 2013-01.

ARTICLE 2. TIME FOR START AND COMPLETION.

Contract Time commences upon the written execution of the Contract by County and shall end either one year from the date signed by county or upon the payment by County to Contractor of the maximum amount payable under this Agreement, whichever occurs earlier. County will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, Contractor and County agree that the terms of this Agreement shall continue in

effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed.

ARTICLE 3. ADJUSTMENT FACTORS

County shall pay Contractor the Job Order Sum for completion of Work in accordance with Contract Documents and the Detailed Scope of Work described in each Job Order multiplied by the following Adjustment Factors:

ADJUSTMENT FACTORS

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|------|---|--------------------|
| 1. | OSHPD 1 Normal Working Hours | 1.2374 |
| 2. | OSHPD 1 Other than Normal Working Hours | 1.3574 |
| 3. | Normal Working Hours | 1.2224 |
| 4. | Other than Normal Working Hours | 1.3274 |

The Minimum Contract Value is \$25,000. Contractor will receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$4,430,000 for JOC NMC 2013-01. County does not guarantee Contractor will receive this volume of Work. County may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will Contractor be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until County has accepted the Work described in the Job Order by recordation of a Notice of Completion. Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value.

ARTICLE 4. LIQUIDATED DAMAGES.

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, County and Contractor agree that liquidated damages for delay will be established by County for each Job Order. Contractor shall pay County the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for contractor to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS.

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT.

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Statement of Bidder's Qualifications
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, Bid No. NMC 2013-01, NMC 2013-02
- Project manual
- Construction Task Catalog® Natividad Medical Center, CSI Sections 01-22 July 2013
- Technical Specifications
- As issued, Addenda No: 1

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

CONTRACTOR:

AUSONIO INCORPORATED

(Name of Company)

By: 

Signature of Chair, President, or Vice-President

Ignacio Cabatu - Vice President

Printed Name and Title

Date: 10/2/13

By: 

Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer*

Andrew P. Ausonio - Secretary, CFO

Printed Name and Title

Date: October 2, 2013

COUNTY OF MONTEREY:

By: 

Name: Harry Weis

Title: Natividad Medical Center CEO

Dated: 10/8/13

APPROVE AS TO FISCAL TERMS

By: 

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 10-8-13

APPROVE AS TO FORM

By: 

Name: Roy D. Greaney

Title: NMC Purchasing Manager

Date: 10/9/13

APPROVE AS TO FORM & LEGALITY

By: 

Name: Anne Brereton

Title: Deputy County Counsel

Date: Oct. 8 2013

AGREEMENT

Division 00500

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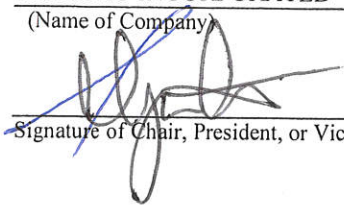
- Notice to Contractors
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Statement of Bidder's Qualifications
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
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- Technical Specifications
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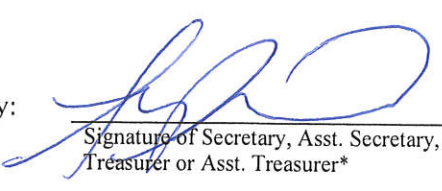
CONTRACTOR:

AUSONIO INCORPORATED
(Name of Company)

By: 
Signature of Chair, President, or Vice-President

Ignacio Cabatu - Vice President
Printed Name and Title

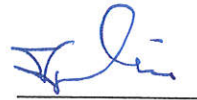
Date: 10/2/13

By: 
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer*

Andrew P. Ausonio - Secretary, CFO
Printed Name and Title

Date: October 2, 2013

COUNTY OF MONTEREY:

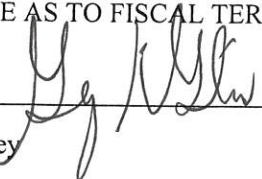
By: 

Name: Harry Weis

Title: Natividad Medical Center CEO

Dated: 10/8/13

APPROVE AS TO FISCAL TERMS

By: 

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 10-8-13

APPROVE AS TO FORM

By: 

Name: Roy D. Green

Title: NMC Purchasing Manager

Date: 10/9/13

APPROVE AS TO FORM & LEGALITY

By: 

Name: Anne Brereton

Title: Deputy County Counsel

Date: Oct. 8 2013

PERFORMANCE BOND
(Public Contract Code Section 20129)
Division 00600

WHEREAS, the County of Monterey has awarded to Principal,

AUSONIO INCORPORATED

as Contractor, for the following project:

PROJECT NO. JOC, BID NO. NMC 2013-01; and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we AUSONIO, INC.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Two Million Dollars (\$2,000,000.00), 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:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

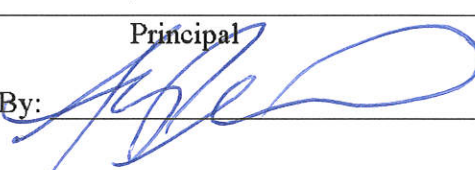
Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

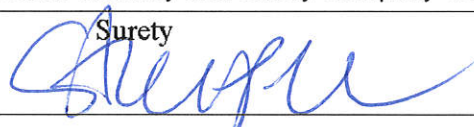
Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 22nd day of October, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) AUSONIO, INC.
Principal
By: 
Title: pres.

(Corporate Seal) Travelers Casualty and Surety Company of America
Surety
By: 
Title: Steven P. Edwards Attorney In Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

ACKNOWLEDGMENT

State of California

County of Fresno)

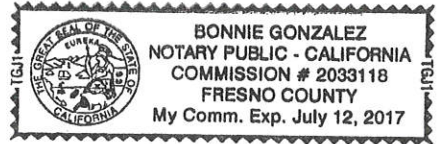
On September 27, 2013 before me, Bonnie Gonzalez
(insert name and title of the officer)

personally appeared Steven P. Edwards,
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  (Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226455

Certificate No. 005444199

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John C. Day, Steven P. Edwards, Lyn Genito, and Bonnie Gonzalez

of the City of Fresno, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of April, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of April, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

PAYMENT BOND
(Civil Code section 9550)
Division 00610

WHEREAS, the County of Monterey has awarded to Principal,

AUSONIO INCORPORATED

as Contractor, a contract for the following project:

PROJECT NO. JOC, BID PACKAGE NO. NMC 2013-01; and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we AUSONIO, INC.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of Two Million Dollars (\$2,000,000.00), 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:

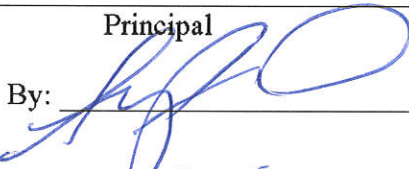
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.


Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this 22nd day of October, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) _____
AUSONIO, INC.
Principal
By: 
Title: pres.

(Corporate Seal) _____
Travelers Casualty and Surety Company of America
Surety
By: 
Title: Steven P. Edwards Attorney In Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

ACKNOWLEDGMENT

State of California

County of Fresno)

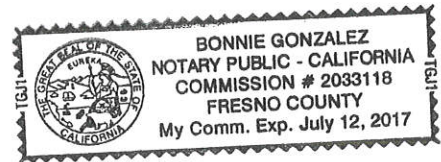
On September 27, 2013 before me, Bonnie Gonzalez
(insert name and title of the officer)

personally appeared Steven P. Edwards,
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 Bonnie Gonzalez (Seal)





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Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 9th day of April, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Monterey }

On Oct 3, 2013 before me, Brenda Harmon Notary,
Date Here Insert Name and Title of the Officer

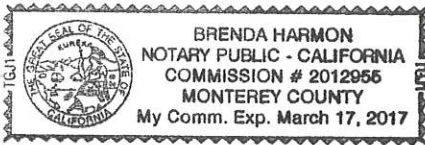
personally appeared Andrew P. Ausonio
Name(s) of Signer(s)

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 Brenda Harmon
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

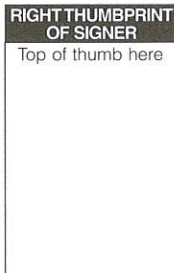
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

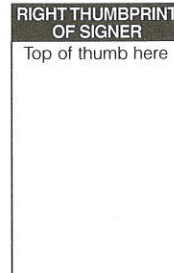
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|-------|
| PRODUCER Aon Risk Insurance Services West, Inc. Salinas CA Office 1418 S. Main Street, Suite 104 Salinas CA 93908 USA | CONTACT NAME: PHONE (A/C. No. Ext): (831) 422-9831 FAX (A/C. No.): (831) 422-4856 | |
| | E-MAIL ADDRESS: | |
| INSURED Ausonio, Inc. 11420 A Commercial Parkway Castroville CA 95012 USA | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Zurich American Ins Co | 16535 |
| | INSURER B: Indian Harbor Insurance Company | 36940 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570051656157 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | CPO399287509 | 11/01/2012 | 11/01/2013 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COM/OP AGG | \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | CPO399287509 | 11/01/2012 | 11/01/2013 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N N/A | | | WC427726908 | 01/01/2013 | 01/01/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |
| B | Contractor Prof | | | PEC003611301 SIR applies per policy terms & conditions | 11/01/2012 | 10/24/2013 | Professional SIR Pollution | \$2,000,000 \$50,000 \$2,000,000 |

Certificate No : 570051656157

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Job: Natividad Medical Center - Monterey County JOC. The County of Monterey, its officers, agents, and employees are additional insured with respect to liability arising out of the Contractor's work.
 Forms Attached:
 General Liability Additional Insured with Primary & Non-Contributory wording.
 General Liability Primary & Non-Contributory Wording
 General Liability waiver of Subrogation
 Automobile Additional Insured with Primary & Non-Contributory wording

| | |
|---|---|
| CERTIFICATE HOLDER Natividad Medical Center Contracts Manager 1441 Constitution Blvd. Salinas CA 93906 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i> |

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Additional Insured – Automatic – Owners, Lessees Or Contractors – Products-Completed Operations Liability Amendment

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| CPO399287509 | 11/01/2012 | 11/01/2013 | | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Section I - **Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf,
- and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.
- C.** However, regardless of the provisions of Paragraphs **A.** and **B.** above:
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - c. Subject to **C.1.a.** and **b.** above, as respects "products-completed operations hazard" coverage, unless a claim or "suit" for damages is presented to us no later than the following timeframes.
 - (1) If no time requirement is stipulated in the written contract or written agreement, one year from the "products-completed operations hazard" completion date deemed applicable to "your work" from which the loss originates; or
 - (2) If a time requirement is stipulated in the written contract or written agreement, the lesser of:
 - i. The stipulated time requirement;
 - ii. The period expiring when any Statute of Repose applicable to the loss has been reached; or
 - iii. 10 years from the "products-completed operations hazard" completion date deemed applicable to "your work" from which the loss originates; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. **For the coverage provided by this endorsement:**
 1. **The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
 2. **The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: CPO399287509

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|------------------------------|--|
| Endorsement Effective: | Countersigned By: |
| Named Insured: Ausonio, Inc. | <i>Aon Risk Insurance Services West, Inc.</i> (Authorized Representative) |

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

BID FORM

**PROJECT NO. JOC
BID PACKAGE NO. NMC 2013-01**

TO: MONTEREY COUNTY BOARD OF SUPERVISORS

1. Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the JOC NMC 2013-01 the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work, hereby proposes and agrees to fully perform authorized Work within the time(s) stated and in strict accordance with the Contract Documents and each Job Order, including providing any and all labor and materials, and performing all the work required to construct and to complete said Work in accordance with the requirements of the Contract Documents, for the following Adjustment Factors, carried out to four (4) decimal places:

Adjustment Factors:

OSHPD 1 Normal Working Hours:** Work performed under OSHPD 1 conditions during Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

1.2374

OSHPD 1 Other than Normal Working Hours:** Work performed under OSHPD 1 conditions during Other Than Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

1.3574

Normal Working Hours*: OSHPD 3 and Non-OSHPD Work performed during Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

1.2224

Other than Normal Working Hours*: OSHPD 3 and Non-OSHPD Work performed during Other Than Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

1.3274

* Bids will be rejected, as non-responsive if the 'Other than Normal Working Hours' Adjustment Factors are not equal to or greater than the 'Normal Working Hours' Adjustment Factors.

** Bids will be rejected, as non-responsive if the 'OSHPD1' Adjustment Factors are not equal to or greater than the 'Other than OSHPD 1' Adjustment Factors.

Award Criteria Figure Formula

Award Criteria Figure Formula percentages are for Bid purposes only.
The County is not obligated to issue Job Orders in the stated percentages.

| | | |
|---------|---|-----------------|
| Line 1. | OSHPD 1 Normal Working Hours Adjustment Factor | 1. 1.2374 |
| Line 2. | Multiply Line 1 by 60% = (0.60 x Line 1) | 2. .7424 |
| Line 3. | OSHPD 1 Other than Normal Working Hours Adjustment Factor | 3. 1.3574 |
| Line 4. | Multiply Line 3 by 10% = (0.10 x Line 3) | 4. .1357 |
| Line 5. | Normal Working Hours Adjustment Factor | 5. 1.2224 |
| Line 6. | Multiply Line 5 by 20% = (0.20 x Line 5) | 6. .2445 |
| Line 7. | Other than Normal Working Hours Adjustment Factor | 7. 1.3274 |
| Line 8. | Multiply Line 7 by 10% = (0.10 x Line 7) | 8. .1327 |
| Line 9. | Add Lines: 2,4,6 and 8 (This is the Award Criteria Figure) | ACF = 1.2553 |

2. Determination of lowest bidder will be based upon the lowest Award Criteria Figure.
3. The undersigned has checked all above figures carefully and understands that the County will not be responsible for any errors and omissions on the part of the undersigned in making this bid.
4. It is understood that the County reserves the right to reject any and all bids or waive any informalities or irregularities in any bids or in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period

of ninety (90) days from the date prescribed for opening of this bid without the written consent of the County.

6. Attached hereto are the following:

- a) Non-Collusion Affidavit;
- b) Workers' Compensation Certificate;
- c) Affidavit Concerning Employment of Undocumented Aliens
- d) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents;
- e) Statement of Bidder's Qualifications
- f) Written Plan to Recruit Monterey Bay Area Residents, when applicable;
- g) Required bidder's security in the amount of \$25,000; and
- h) Acknowledgment of Addenda, if any.

7. If this bid is accepted by the County, then the undersigned shall, within ten (10) workdays after receipt of the Notice of Intent to Award letter, execute and deliver to the County (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, and (c) a performance bond, as similarly required, and (d) an Insurance Certificate, as similarly required. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

8. Notice of acceptance and any requests for additional information shall be addressed to the undersigned at the following address:

PROJECT MANAGER: BRIAN GRIFFIN
 NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD. FACILITIES OFFICES
 SALINAS CA 93906
 TELEPHONE: (831) 283-2605

9. The names of all persons interested in the foregoing proposal as principals are as follows:

| | |
|----------------------|-----------------------|
| Ausonio Incorporated | Corporation |
| Name | Title |
| Andrew Ausonio | President / Secretary |
| Name | Title |
| Mog Cabatu | Vice President |
| Victoria Ausonio | Vice President |
| Name | Title |

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and

last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: B A
License number: 682308
Expiration date: 3/31/2013

11. The undersigned certifies that at the time of bid, Contractor has a staffed office located within the Monterey Bay Area (Monterey County, Santa Cruz County, or San Benito County).

Address, Phone and Fax of office that meets the above requirement:

Street: 11420 A Commercial Parkway
City, State, Zip: Castroville, CA 95012
Phone: 831 633-3371 Fax: 831 633-3389

12. The undersigned certifies that Contractor meets the experience requirements outlined in the Information to Bidders Section 5 – A-B and within three calendar days of request by County shall submit evidence of compliance with the qualifications and a list of all work performed, both complete and incomplete, within the previous three years including names and phone numbers of the Public Agencies.


13. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and insurance and return the executed copies of the agreement form within ten (10) working days from the date of receiving the Notice of Intent to Award letter Contract, the County may declare the bidder's security forfeited as damages and contract with the second lowest bidder.

14. Pursuant to section 7103.5(b) of the Public Contract Code, in submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Dated September 25th, 2013

Bidder's Business Name Ausonio Incorporated


By _____

Principal Signature 

Principal Name (Print) Andrew Ausonio

Principal Title (Print) President

By _____

Principal Signature 

Principal Name (Print) Mog Cabatu

Principal Title (Print) Vice President

(Corporate Seal) _____

NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

15. Addenda bound with Contract Documents or issued during the time of bidding, are to be acknowledged below

Addendum No. 1 **Date:** 9/23/2013

Addendum No. _____ **Date:** _____

Addendum No. _____ **Date:** _____

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)
Division 00400

The undersigned declares:

I am the President of Ausonio Incorporated 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 Adjustment Factors 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 September 25th, 2013 [date], at Castroville [city], California [state].

Signature: _____

Print Name: _____

Andrew Ausonio

CONTRACTOR'S CERTIFICATE AS TO WORKERS' COMPENSATION
TO BE SUBMITTED WITH BID

(Labor Code section 1861)

Division 00410

Labor Code section 3700 provides, in relevant part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: September 25th, 2013

Bidder's Business Name: Ausonio Incorporated

By: 

Print Name: Andrew Ausonio

Print Title: President

**AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED
ALIENS TO BE SUBMITTED WITH BID**

Division 00420

(Public Contract Code section 6101)

State of California)
)§
County of Monterey)

Public Contract Code section 6101 provides that,

No state agency or department, as defined in [Public Contract Code] Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Andrew Ausonio, being first duly sworn, deposes and says (1) that he or she is the President of Ausonio Incorporated, the party making the foregoing bid; and (2) that the party making the foregoing bid has not, within the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Dated: September 25th, 2013

Bidder's Business Name: Ausonio Incorporated

By: 

Print Name: Andrew Ausonio

Print Title: President

Subscribed and sworn to me this _____ day of _____ 2013.

Notary Public in and for the County of

State of California

My Commission expires on: _____ [Notary Stamp]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Monterey

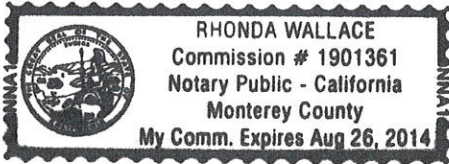
On September 25, 2013 before me, Rhonda Wallace, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Andrew P. Ausonio
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.



Place Notary Seal Above

Signature Rhonda Wallace
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO
EMPLOY MONTEREY BAY AREA RESIDENTS**
(TO BE SUBMITTED WITH BID)

(Monterey County Code section 5.08.120)
Division 00430

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120.

Monterey County Code Section 5.08.120 provides, in relevant part:

A. General Provisions. All County contracts for public works of improvement shall contain provisions pursuant to which the contractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractors total construction work force, on that particular contract, including any subcontractor work force (with exception of specialty subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.

B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or material suppliers relating to the project the requirement that the subcontractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with this Section, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

I CERTIFY that at least fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force (with the exception of specialty subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area residents. **Attached is my written plan to recruit Monterey Bay Area residents as part of the construction workforce.**

I CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) September 25th, 2013
at (city/state) Castroville, CA.

Bidder's Business Name: Ausonio Incorporated

By: 

Print Name: Andrew Ausonio

Print Title: President

PLAN TO RECRUIT MONTEREY BAY AREA RESIDENTS
as part of the construction workforce

- Hire from local union hall (Ausonio Incorporated is signatory to the Carpenters Union)
- Solicit proposals from multiple subcontractors in the tri-county area of Monterey, Santa Cruz and San Benito counties
 - Compile list of local subcontractors in the required trades
 - Fax and/or e-mail Invitations-To-Bid (ITB) to listed subcontractors
 - Track responses to ITB
 - Solicit proposals from additional subcontractors if necessary

STATEMENT OF BIDDER'S QUALIFICATIONS

**1441 CONSTITUTION BLVD. SALINAS, CA 93906
PROJECT NO. JOC
BID PACKAGE NO. NMC 2013-01, NMC 2013-02**

Statement of Bidder's Qualifications below are included as part of the contract for the above project.

Bidder shall have a minimum of five (5) years of experience with acute care healthcare facility projects under OSHPD jurisdiction. The Construction project will require work to be performed within an operating acute care healthcare facility, which presents unique challenges with regard to safety and coordination. The minimum experience requirements below are essential to the successful performance of the work for this project. Failure of any bidder to possess any of the mandatory minimum experience requirements (or substantial equivalent), or failure to provide documentation verifying them may result in the rejection of the Bidder's bid at the sole discretion of the Hospital.

The undersigned Bidder represents and warrants that the information provided in response to this Contractor Qualification form is true and accurate to the best of its knowledge, and that the undersigned intends that the Hospital rely thereon in awarding the subject Contract. Moreover, the undersigned Bidder understands that a material false statement or omission is sufficient cause for disqualifying its bid or cancellation of the Contract at the sole discretion of the Hospital.

Dated: September 25th, 2013



Signature of Bidder

President

Title

Each Bidder shall provide the following information related to its three (3) most recently completed acute care healthcare facility projects under OSHPD jurisdiction. Names and references must be current and verifiable.

PROJECT 1

Project Name: Hazel Hawkins Women's Center

Location: Hollister, CA

Owner: San Benito Healthcare

Description of Project, Scope of Work Performed:
Multi-prime 50,000 sf 3-story new construction women's health center/birthing facility; Ausonio was responsible for the doors, walls, flooring, and specialties divisions

| | | |
|--|----|--|
| Total Value of Original Construction Project (as bid): | \$ | <u>3,246,637</u> |
| Total Value of Change Orders: | \$ | <u>16,251</u> |
| Final Contract Price: | \$ | <u>3,262,888</u> |
| Original Scheduled Completion Date: | | <u>12/26/2012</u> |
| Time Extensions Granted (number of calendar days): | | <u>215*</u> |
| Actual Date of Completion: | | <u>7/31/2013 + on-going added scope by owner</u> |

Owner Contact (name and current phone number):
Liam McCool *due to numerous delays required by owner, architect,
(916) 832-2845 and OSHPD along with owner's changes in management

Architect or Engineer Contact (name and current phone number):
HFP Architects - Heide Norman
(805) 969-6887

Owner's Representative (name and current phone number):
Liam McCool
(916) 832-2845

Inspector(s) on the Project (name and current phone number):
Tod Hitchcock
(408) 209-5081

PROJECT 2

Project Name: Community Hospital of the Monterey Peninsula CT Scanner

Location: Monterey, CA

Owner: Community Hospital of the Monterey Peninsula

Description of Project, Scope of Work Performed:

Removal and replacement of an existing CT Scanner unit. The remodel area consisted of approximately 750 sf of the Main Level. MEP services were extended to the Central Plant above and the Generator Room/Service Corridor below. Adjacent areas of the building were occupied during construction. Construction was accomplished in one phase, with patients of the existing CT scan suite accommodated by a remote, onsite alternate CT scan suite during construction.

| | | |
|--|----|---------------------|
| Total Value of Original Construction Project (as bid): | \$ | <u>\$358,070.00</u> |
| Total Value of Change Orders: | \$ | <u>\$14,229.89</u> |
| Final Contract Price: | \$ | <u>\$372,299.89</u> |
| Original Scheduled Completion Date: | | <u>1/31/2008</u> |
| Time Extensions Granted (number of calendar days): | | <u>0</u> |
| Actual Date of Completion: | | <u>1/31/2008</u> |

Owner Contact (name and current phone number):

Bryce Graybill
(831) 915-4259

Architect or Engineer Contact (name and current phone number):

Cuschieri Horton Architects
Anthony J Cuschieri (408) 371-8200

Owner's Representative (name and current phone number):

Bryce Graybill
(831) 915-4259

Inspector(s) on the Project (name and current phone number):

Fred C. Powers
(925) 872-7291

PROJECT 3

Project Name: Community Hospital of the Monterey Peninsula Pharmacy Remodel

Location: Monterey, CA

Owner: Community Hospital of the Monterey Peninsula

Description of Project, Scope of Work Performed:

Partial demolition and renovation of existing hospital pharmacy of approx. 1400sf on the main level.

Adjacent areas of the building were occupied during construction.

The pharmacy was open 24/7 for in-patient service during construction.

| | | |
|--|----|-------------------|
| Total Value of Original Construction Project (as bid): | \$ | <u>447,482</u> |
| Total Value of Change Orders: | \$ | <u>8,546</u> |
| Final Contract Price: | \$ | <u>456,028</u> |
| Original Scheduled Completion Date: | | <u>10/25/2005</u> |
| Time Extensions Granted (number of calendar days): | | <u>0</u> |
| Actual Date of Completion: | | <u>10/25/2005</u> |

Owner Contact (name and current phone number):

Bryce Graybill

(831) 915-4259

Architect or Engineer Contact (name and current phone number):

Cuschieri Horton Architects

(408) 371-8200

Owner's Representative (name and current phone number):

Bryce Graybill

(831) 915-4259

Inspector(s) on the Project (name and current phone number):

Bob Wiltse, IOR Inspection Services

(831) 630-3330

BID BOND

Division 00440

(Public Contract Code Section 20129)

WHEREAS the Principal has submitted the accompanying bid dated September 26, 2013, to the County of Monterey, for the following project: **PROJECT NO. JOC, BID NO. NMC 2013-01** and

WHEREAS, Principal, as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we AUSONIO, INC.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Twenty five thousand Dollars (\$ 25,000.00), of the Principal submitted to the said County for the above-described project, 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:

If the Principal is awarded the contract and, within the time and manner required under the contract documents for the above-described project, after the prescribed forms are presented to him for signature, (1) enters into a written contract in the prescribed form, in accordance with the bid, (2) files such insurance certificates with the County as may be required by said contract documents, and (3) files a performance bond and a payment bond with the County, in conformity with said contract documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 19th day of September, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

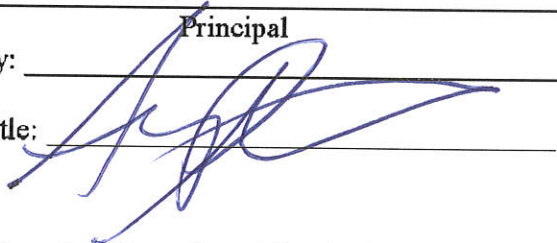
(Corporate Seal)

AUSONIO, INC.

Principal

By: _____

Title: _____



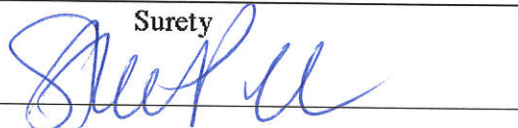
(Corporate Seal)

Travelers Casualty and Surety Company of America

Surety

By: _____

Title: Steven P. Edwards Attorney In Fact



Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

ACKNOWLEDGMENT

State of California

County of Fresno)

On September 19, 2013 before me, Bonnie Gonzalez
(insert name and title of the officer)

personally appeared Steven P. Edwards
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

Bonnie Gonzalez

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217604

Certificate No. 005238095

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John C. Day, Steven P. Edwards, Shauna Lucero, and Lyn Genito

of the City of Fresno, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of October, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



ADDENDUM NO. 1

SEPTEMBER 23, 2013

TO THE PROJECT MANUAL FOR THE
PROJECT NO. NATIVIDAD MEDICAL CENTER JOC BID NO. NMC 2013-01 & NMC 2013-02

TO: ALL CONTRACTORS/INTERESTED PARTIES

THIS ADDENDUM IS ISSUED TO ADVISE OF THE FOLLOWING CHANGES TO THE NOTICE TO CONTRACTORS/PROJECT MANUAL/SPECIFICATIONS, PRESCRIBED FORMS, AND/OR DRAWINGS:

PROJECT MANUAL AND DRAWINGS:

Changes to Project Manual/Specifications are provided herewith for all bidders.

Article 5 (Administration of Job Orders), Section 5.15 (Job Order Contracting System License) delete entire text and replace with the revised Article 5 below

PART II. CONDUCT OF WORK

Article 5. Administration of Job Orders

5.15. Job Order Contracting System License. The County of Monterey selected The Gordian Group's ("Gordian") Job Order Contracting ("JOC") Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC applications ("JOC Applications") and construction cost data ("Construction Task Catalog®"), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by the County of Monterey. The Contractor shall be required to agree to Gordian's JOC System License and pay a JOC System License Fee to obtain access to Gordian's JOC System. Contractor's use, in whole or in part, of Gordian's JOC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the County of Monterey is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License:

Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the County of Monterey, whichever is shorter, a non exclusive right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the County of Monterey under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog, training materials and other Gordian proprietary materials provided to the Contractor. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the County of Monterey expires or terminates, or the Contractor fails to pay the JOC System License Fee specified in this Contract, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this

Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the County of Monterey, this JOC System License shall take precedence.

In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution, the Contractor shall pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document ("Purchase Order") issued to the Contractor by the County of Monterey. The Contractor License Fee shall be included in the Contractor's overhead costs, shall not be included as an additional line item cost in Price Proposals, and shall be payable to Gordian within ten (10) days of Contractor's receipt of each Purchase Order issued to the Contractor by the County of Monterey. Gordian is hereby declared to be an intended third-party beneficiary of this Agreement. In the event any court action is brought to enforce payment of the Contractor License Fee by any party or third-party beneficiary of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and collection costs.

Make Checks Payable to: The Gordian Group, Inc.

*Mail Checks to: P.O. Box 751959
 Charlotte, NC 28275-1959*

QUESTIONS RECEIVED (Q) & ANSWERS (A):

1. Q: What dollar budgets have been set aside for Job Order Contracts for the term of the Job Order Contract (fully Funded)?

A: Job Order Contracts are indefinite quantity contracts. At the time of bid no specific projects are being identified, but the maximum amount for the contract has been set by limit of the law at \$4,430,000.

2. Q: Please consider revising the bonding specification to be \$100,000 at the time of bid submittal with proof of capacity to the limits for the contract.

A: The \$2 Million bond threshold was determined in order to provide for Job Order Contracting Efficiency, maintaining control of performance of the contractor, as well as limiting potential risk to the County.

Addendum 1 Acknowledgment (*This Acknowledgment page must be included in bid package*):

Dated

September 25, 2013

Bidder's Business Name Ausonio Incorporated


By

Bidder's Signature 

Bidder's Name (Print) Andrew Ausonio

Bidder's Title (Print) President

APPROVED FOR POSTING


Brian Griffin, Project Manager

END OF ADDENDUM 1