

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 **Newton Construction & Management Inc** (contractor), hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is date County signs.

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 2025-02.**

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.

Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

### ARTICLE 3. ADJUSTMENT FACTORS

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog®. County shall pay Contractor the Job Order Price 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 8:00 AM to 5:00 PM Monday through Friday	1.1900
2.	OSHPD 1 Other than Normal Working Hours Hours outside of Normal Working Hours including all day Saturday, Sunday and County Holidays	1.1900
3.	Normal Working Hours 8:00 AM to 5:00 PM Monday through Friday	1.1800
4.	Other than Normal Working Hours Hours outside of Normal Working Hours including all day Saturday, Sunday and County Holidays	1.2000

The Minimum Contract Value is \$25,000. Contractor will receive the opportunity to perform at least \$25,000 during the Contract term. The Maximum Contract Value is \$6,210,093 for JOC NMC 2025-02. 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 2025-01, NMC 2025-02,
- Project Manual
- Construction Task Catalog®
- Technical Specifications
- As issued, Addenda No: 1, 2, 3


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.

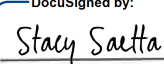
IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

**CONTRACTOR:**

<u>Newton Construction &amp; Management Inc.</u> <small>(Name of Company)</small>	
By: <u></u>	By: <u></u>
Signature of Chair, President, or Vice-President	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*
<u>Eric Newton, President</u>	<u>Eric Newton, Secretary</u>
Printed Name and Title	Printed Name and Title
Date: <u>7/14/25</u>	Date: <u>7/14/25</u>

**COUNTY OF MONTEREY:**

	APPROVE AS TO FISCAL TERMS
By: _____	By: <u></u>
Name: Charles Harris, MD	Name: <u>Rupa Shah, CPA</u>
Title: Natividad Medical Center CEO	Title: Chief Deputy Auditor-Controller
Dated: _____	Date: <u>7/23/2025   1:15 PM PDT</u>

APPROVE AS TO FORM	APPROVE AS TO FORM & LEGALITY
By: _____	By: <u></u>
Name: Kristen Aldrich	Name: <u>Stacy Saetta</u>
Title: NMC Purchasing Manager	Title: Deputy County Counsel
Date: _____	Date: <u>7/23/2025   1:25 PM PDT</u>

EXECUTED IN 1 ORIGINAL COUNTERPART  
BOND NUMBER: 7901271813

**PERFORMANCE BOND**  
(Public Contract Code Section 20129)  
Division 00600

WHEREAS, the County of Monterey has awarded to Principal,

NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Contractor, for the following project:

**PROJECT NO. 2025 JOC, BID NO. NMC 2025-02;** 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 NEWTON CONSTRUCTION & MANAGEMENT, INC.  
as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

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 Five Hundred Thousand Dollars (\$2,500,000.00), 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:

3. Complete the contract in accordance with its terms or conditions, or
4. 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-bounden parties have executed this instrument under their several seals this 17TH day of JULY, 2025, 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) NEWTON CONSTRUCTION & MANAGEMENT, INC.

Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal) NATIONWIDE MUTUAL INSURANCE COMPANY

Surety

By: \_\_\_\_\_

KEVIN VEGA

Title: 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.

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



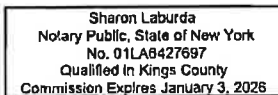
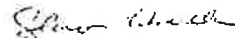
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**



STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of July, 2025.



Assistant Secretary

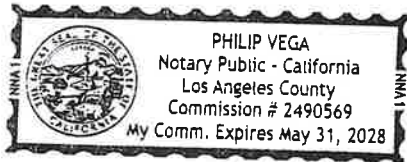


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of California }  
 } ss.  
 County of LOS ANGELES }

On July 17th, 2025 before me, Philip Vega, Notary Public  
Here Insert Name and Title of the Officer  
 personally appeared Kevin Vega, Attorney-in-Fact  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

*(Signature of Notary Public)*

Place Notary Seal Above

**OPTIONAL**

*Though 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 of 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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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Signer's Name: \_\_\_\_\_  
☐ Individual  
☐ Corporate Officer Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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EXECUTED IN 1 ORIGINAL COUNTERPART  
BOND NUMBER: 7901271813

**PAYMENT BOND**  
(Civil Code section 9550)  
Division 00610

WHEREAS, the County of Monterey has awarded to Principal,

NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Contractor, a contract for the following project:

**PROJECT NO. JOC 2025, BID PACKAGE NO. NMC 2025-02; 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 NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

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 (\$2,500,000.00), 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 17TH day of JULY, 2025, 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) NEWTON CONSTRUCTION & MANAGEMENT, INC.

Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal) NATIONWIDE MUTUAL INSURANCE COMPANY

Surety

By: \_\_\_\_\_

KEVIN VEGA

Title: 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.

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



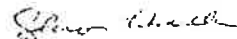
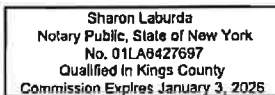
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**



STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of July, 2025.



Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

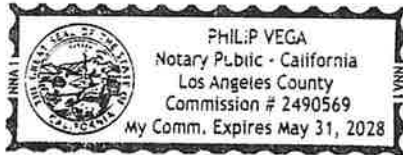
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
 } ss.

County of LOS ANGELES }

On July 17th, 2025 before me, Philip Vega, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though 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 of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Individual  
☐ Corporate Officer Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Right Thumbprint of Signer  
Top of thumb here

Signer is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Individual  
☐ Corporate Officer Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

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Top of thumb here

Signer is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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**BID FORM**  
Division 00300

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MAILING ADDRESS</b>	P O BOX 1728 SALINAS, CA 93902
<b>PHYSICAL ADDRESS</b>	168 W. ALISAL ST 1 <sup>ST</sup> FLR SALINAS, CA 93901

**PROJECT NO. 2025, JOB ORDER CONTRACTING  
BID PACKAGE NO. NMC 2025-02**

NAME OF BIDDER: Newton Construction & Management, Inc.

BUSINESS ADDRESS: 2436 Broad Street San Luis Obispo CA 93401

TELEPHONE NUMBER: 805-208-2982

PLACE OF RESIDENCE: 801 Lighthouse Ave #213 Monterey CA 93940

## **BID FORM**

### **PROJECT NO. 2025, JOB ORDER CONTRACTING BID PACKAGE NO. NMC 2025-02**

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 2025-02 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:

1.1900

**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:

1.1900

**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:

1.1800

**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:

1.2000

\* 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	9. 1.1900
Line 2.	Multiply Line 1 by 60% = (0.60 x Line 1)	10. 0.7140
Line 3.	OSHPD 1 Other than Normal Working Hours Adjustment Factor	11. 1.1900
Line 4.	Multiply Line 3 by 10% = (0.10 x Line 3)	12. 0.1190
Line 5.	Normal Working Hours Adjustment Factor	13. 1.1800
Line 6.	Multiply Line 5 by 20% = (0.20 x Line 5)	14. 0.2360
Line 7.	Other than Normal Working Hours Adjustment Factor	15. 1.2000
Line 8.	Multiply Line 7 by 10% = (0.10 x Line 7)	16. 0.1200
Line 9.	Add Lines: 2,4,6 and 8 (This is the Award Criteria Figure)	ACF = 1.1890

2. Determination of lowest bidder will be based upon the lowest Award Criteria Figure.

3. Specify lines 1 through 9 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

4. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to



the Normal Working Hours Adjustment Factors.

5. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.

6. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

7. The Construction Task Catalog® is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000 or decrease e.g., 0.9500) to the Unit Prices listed in the Construction Task Catalog®. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 - ENGINEERING OFFICES

1441 CONSTITUTION BLVD.  
SALINAS, CA 93906  
TELEPHONE: (831) 755-4220

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

<u>Eric Newton</u>	<u>President and Secretary</u>
Name	Title
<u>Rodessa Newton</u>	<u>Treasurer</u>
Name	Title
<u></u>	<u></u>
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.)

15. 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 C10 A C16  
License number: 783608  
Expiration date: 9/30/26

16. 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: 801 Lighthouse Ave #213  
City, State, Zip: Monterey CA 93940  
Telephone: 805-208-2982 Fax: N/A

17. 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.

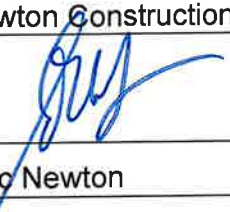
18. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and insurance and return the executed copies of the agreement form within ten (10) working days from the date of receiving the Notice of Intent to Award letter Contract, the

County may declare the bidder's security forfeited as damages and contract with the second lowest bidder.

19. 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 7/10/25

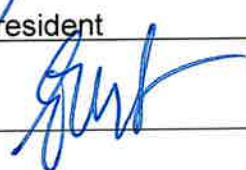
Bidder's Business Name Newton Construction & Management, Inc.

By 

Principal Signature

Principal Name (Print) Eric Newton

Principal Title (Print) President

By 

Principal Signature

Principal Name (Print) Eric Newton

Principal Title (Print) Secretary

(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.

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

Addendum No. 1 Date: 6/18/25 resent 7/1/25

Addendum No. 2 Date: 6/23/25 resent 7/1/25

Addendum No. 3 Date: 7/1/25

**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 Newton Construction & Management, Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his 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 July 10, 2025 [date], at San Luis Obispo [city], California [state].

Signature:  \_\_\_\_\_

Print Name: Eric Newton

**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.

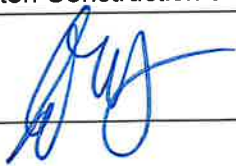
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and 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: 7/10/25

Bidder's Business Name: Newton Construction & Management, Inc.

By:



Print Name: Eric Newton

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 San Luis Obispo        )

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.*

Eric Newton, being first duly sworn, deposes and says (1) that he or she is the President of Newton Construction & Management, Inc., 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: 6/23/25

Bidder's Business Name: Newton Construction & Management, Inc.

By: [Signature]

Print Name: Eric Newton

Print Title: President

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Notary Public in and for the County of \_\_\_\_\_

State of California

My Commission expires on: \_\_\_\_\_ [Notary Stamp]

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

State of California  
County of San Luis Obispo

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_  
day of June 23, 2025, by Eric Newton

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



(Seal)

Signature

A handwritten signature in blue ink, appearing to be 'Lacey Nowak', written over a horizontal line.

*Lacey Nowak,  
Notary public*



**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):

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☒ 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):

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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) 7/10/25  
at (city/state) San Luis Obispo, CA.

Bidder's Business Name: Newton Construction & Management, Inc.

By: 

Print Name: Eric Newton

Print Title: President



Subject: Plan to recruit Monterey Bay Residents as part of construction workforce.

Newton Construction has held multiple County of Monterey JOC contracts for roads and bridges and facilities since 2017. Additionally, NCM has held a City of Salinas JOC for five years. NCM has completed over fifteen million in public works projects in the County of Monterey. During this time NCM has developed an extensive local subcontractor base. Almost all projects completed have local workers as part of the construction force as we strive to contract with local subcontractors whenever possible.

NCM will also solicit for positions of management through various job posting websites with an emphasis on local residents.

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

**1441 CONSTITUTION BLVD. SALINAS, CA 93906**

**PROJECT NO. JOC 2025**

**BID PACKAGE NO. NMC 2025-01, NMC 2025-02**

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. In all instances in this form, "Qualifying Project" means a project which must meet all of the following:*

- 1. Project work took place in the following medical facility environment:
  - a. Tenant Improvement or remodel in a licensed OSHPD facility (preferably Type 1; outpatient surgery clinic, Type 3 would also be acceptable) that remained operational during your construction project.**
- 2. Project work took place where infection prevention measures were required throughout construction following ICRA Class III or IV protocols.*
- 3. Project had a full-time Supervisor present in the above described settings during ALL construction activities – days, evenings, swing, weekends.*
- 4. Project was completed within the last five (5) years.*
- 5. Your firm's construction contract cost was at least \$100,000 as awarded (excluding change orders).*

*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: 7/10, 2025

  
\_\_\_\_\_  
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: Heath Records Refresh Bldg. 580, 2nd Floor

Location: Natividad Medical Center 1441 Constitution Blvd, Salinas CA 93912

Owner: Natividad Medical Center

Description of Project, Scope of Work Performed:

Tenant Improvement, refresh of finishes, rework power and data to accommodated  
new office layout

Total Value of Original Construction Project (as bid): \$ 119,023.34

Total Value of Change Orders: \$ 0

Final Contract Price: \$ 119,023.34

Original Scheduled Completion Date: 2/21/22

Time Extensions Granted (number of calendar days): 31 Due Plan Detail Changes

Actual Date of Completion: 3/24/23

Owner Contact (name and current phone number):

Brian Griffin 831-783-2605

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

Chris Barlow 831-649-4642

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

Brian Griffin 831-783-2605

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

George Narancic 408-460-3345

**PROJECT 2**

Project Name: UCSB Neutrino & Dark Matter Lab Broida Hall 572  
Location: UCSB Broida Hall Bldg 572 and PSB South, Bldg. 672 Santa Barbara CA  
Owner: University of California Santa Barbara

Description of Project, Scope of Work Performed:

Renovation - Mechanical - Plumbing - Construction of soft wall clean rooms

Total Value of Original Construction Project (as bid):	\$	<u>1,363,000.00</u>
Total Value of Change Orders:	\$	<u>-32,985.00</u>
Final Contract Price:	\$	<u>1,330,015.00</u>
Original Scheduled Completion Date:		<u>12/7/21</u>
Time Extensions Granted (number of calendar days):		<u>140 extension due to equipment delays</u>
Actual Date of Completion:		<u>6/1/22</u>

Owner Contact (name and current phone number):

UCSB Facilities Management Bldg 572 805-448-1379

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

Shubin Donaldson 805-682-7000

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

Telli Foster PM 805-448-1379

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

Thomas Hass UCSB Inspector 805-450-4985



**PROJECT 3**

Project Name: Trace Metal Clean Lab Webb Hall Bldg 526

Location: UCSB Santa Barbara CA

Owner: University of California Santa Barbara

Description of Project, Scope of Work Performed:

Construct TMLC Clean Suite and TMIS Instrument Suite

Mechanical, Framing, Plumbing, Electrical, ect designed for

ISO Classified clean room

Total Value of Original Construction Project (as bid):	\$	<u>2,345,000.00</u>
Total Value of Change Orders:	\$	<u>103,884.00</u>
Final Contract Price:	\$	<u>2,448,884.00</u>
Original Scheduled Completion Date:		<u>11/11/19</u>
Time Extensions Granted (number of calendar days):		<u>330 Covid delays and supply delays</u>
Actual Date of Completion:		<u>10/10/21</u>

Owner Contact (name and current phone number):

UCSB Facilities Management Bldg 572 805-448-1379

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

Shubin Donaldson 805-682-7000

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

Jennifer Peirce PE 805-451-1680

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

Bill McGreevy UCSB IOR 805-729-2648

**BID BOND**

Division 00440

(Public Contract Code Section 20129)

WHEREAS the Principal has submitted the accompanying bid dated JULY 10TH, 2025, to the County of Monterey, for the following project: **PROJECT NO. JOC 2025, BID NO. NMC 2025-02.**

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 NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

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 JUNE, 2025, 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)

NEWTON CONSTRUCTION & MANAGEMENT, INC.

Principal

By: Eric Newton

Title: President

(Corporate Seal)

NATIONWIDE MUTUAL INSURANCE COMPANY

Surety

By: Kevin Vega

KEVIN VEGA

Title: 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.

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

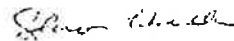
**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda  
Notary Public, State of New York  
No. 01LA6427697  
Qualified in Kings County  
Commission Expires January 3, 2026



Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19th day of June 2025.



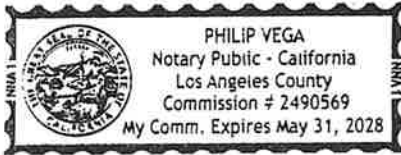
Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

State of California }  
 } ss.  
 County of LOS ANGELES }

On June 19th, 2025 before me, Philip Vega, Notary Public  
Here Insert Name and Title of the Officer  
 personally appeared Kevin Vega, Attorney-in-Fact  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

*(Signature)*  
 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 of 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  
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No. 1805-1

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Nationwide Mutual Insurance Company**

*of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,  
Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

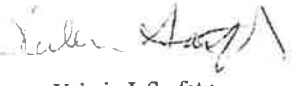
*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, effective as of the 22<sup>nd</sup> day of May, 2013,  
*I have hereunto set my hand and caused my official seal to be affixed  
this 22<sup>nd</sup> day of May, 2013.*



Dave Jones  
Insurance Commissioner

By

  
Valerie J. Sarfaty  
for Nettie Hoge  
Chief Deputy

**NOTICE:**  
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



ENGINEERING DEPARTMENT  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906



## ADDENDUM NO. 1

July 1, 2025

PROJECT: JOB ORDER CONTRACTS #NMC 2025-1/NMC 2025-2

JOB ORDER CONTRACT PROJECT BID NO: NMC 2025-01, NMC 2025-02

TO: ALL PLANHOLDERS/CONTRACTORS/INTERESTED PARTIES

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

### NOTICE TO BIDDERS

1. **SUBMISSION DEADLINE:** Revise deadline for receipt of sealed bids to:  
11:00 A.M (PST) on Thursday, July 10, 2025 at the following address, at which time they will be publicly opened and read in the Board of Supervisors Conference Room 1032.  
Office of the Clerk of the Board of Supervisors.

County of Monterey  
168 W. Alisal St. 2<sup>nd</sup> Floor  
Salinas, CA 93901

(Mailing Address: P.O. Box 1728, Salinas, CA 93902-1728)

2. **UPDATED DOCUMENTS:** Technical Specification, 2024 Notice to Contractors, 2025 Project Manual

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

Dated July 1, 2025

Bidder's Business Name Newton Construction & Management, Inc.

By

Bidder's Signature

Bidder's Name (Print) Eric Newton

Bidder's Title (Print) President

APPROVED FOR POSTING

Brian Griffin, Project Manager III

END OF ADDENDUM 1





**ENGINEERING DEPARTMENT  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906**



## **ADDENDUM NO. 2**

**July 1, 2025**

**PROJECT: JOB ORDER CONTRACTS #NMC 2025-1/NMC 2025-2**

**JOB ORDER CONTRACT PROJECT BID NO: NMC 2025-01, NMC 2025-02**

**TO: ALL PLANHOLDERS/CONTRACTORS/INTERESTED PARTIES**

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

### **NOTICE TO BIDDERS**

- 1. MANDATORY BIDDERS MEETING: A MANDATORY BIDDERS MEETING with NMC Project Manager is scheduled for Monday, June 23, 2025, at 10:00 am at NMCs Natividad Conference Room at 1441 Constitution Blvd., Salinas, CA 93906.**
- 2. UPDATED DOCUMENTS: 2025 Notice to Contractors, 2025 Project Manual**

**Addendum 2 Acknowledgment** *(This Acknowledgment page must be included in bid package):*

**Dated** July 1, 2025

**Bidder's Business Name** Newton Construction & Management, Inc.

**By**

**Bidder's Signature** \_\_\_\_\_

**Bidder's Name (Print)** Eric Newton

**Bidder's Title (Print)** President

**APPROVED FOR POSTING**

Brian Griffin, Project Manager III

END OF ADDENDUM 2



ENGINEERING DEPARTMENT  
1441 CONSTITUTION BLVD  
SALINAS, CA 93906



## ADDENDUM NO. 3

July 1, 2025

PROJECT: JOB ORDER CONTRACTS #NMC 2025-1/NMC 2025-2

JOB ORDER CONTRACT PROJECT BID NO: NMC 2025-01, NMC 2025-02

TO: ALL PLANHOLDERS/CONTRACTORS/INTERESTED PARTIES

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

### NOTICE TO BIDDERS

1. UPDATED DOCUMENTS: Prebid Meeting Sign-in Sheet

Addendum 3 Acknowledgment (*This Acknowledgment page must be included in bid package*):

Dated July 1, 2025

Bidder's Business Name Newton Construction & Management, Inc.

By

Bidder's Signature

A handwritten signature in blue ink, appearing to read "Eric Newton", written over a horizontal line.

Bidder's Name (Print) Eric Newton

Bidder's Title (Print) President

APPROVED FOR POSTING

Brian Griffin, Project Manager III

END OF ADDENDUM 3



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **783608**

Entity **CORP**

Business Name **NEWTON CONSTRUCTION &  
MANAGEMENT INC**

Classification(s) **B C10 A C16**

Expiration Date **09/30/2026**

[www.csib.ca.gov](http://www.csib.ca.gov)





**UNANIMOUS WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF DIRECTORS**

**NEWTON CONSTRUCTION & MANAGEMENT, INC.**

**January 1, 2006**

The undersigned, being the directors of the corporation, acting pursuant to the authority of Section 307 of the California General Corporations Law, hereby adopt the following recitals and resolution, effective on the date set forth above.

**WHEREAS**, it is contemplated that the corporation will enter into contracts with third parties in conducting the business of the corporation, it is

**RESOLVED**, that Eric Newton, President and Secretary of the corporation, is hereby authorized to sign any and all contracts for and on behalf of the corporation.

A handwritten signature in black ink, appearing to be "Eric Newton", written over a horizontal line.

Eric Newton

Director

A handwritten signature in black ink, appearing to be "Rodessa Newton", written over a horizontal line.

Rodessa Newton

Director