TO:       The San Luis Obispo RTA, State of California, as Owner herein called the RTA:

1. BID

1.1. BASE BID

Pursuant to and in compliance with the Notice to Bidders and Contract Documents relating to the project:

SLO RTA BUS MAINTENANCE FACILITY (Contract #2020-01)

including Addenda Nos. A, 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 at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

SEVENTEEN million two hundred seventy four thousand dollars ($17,274,000.00)

NOTE: Failure to acknowledge Addenda may be grounds for rejection of the bid. Failure to include pricing for unit costs and alternates will be grounds for rejection of the bid.
2. **CONDITIONS OF BID**

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within ninety (90) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the signed Agreement (two originals) to the RTA in accordance with the proposal as accepted together with the insurance documents specified in the General Conditions, and will also furnish and deliver to the RTA the Performance Bond and Payment Bond as specified, all within ten (10) days after personal delivery or deposit in the mail, as the case may be, of the Notice of Award and that the Work under the Contract shall be commenced by the undersigned bidder on the date to be stated in the RTA's Notice to Proceed, and shall be completed in the time specified in the Agreement of said Contract Documents.

The Notice of Award or any request for additional information may be addressed to the undersigned bidder at the business address set forth herein.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

3. **CONTRACTOR'S LICENSE**

Section 7028.15(a) of the Business and Profession Code states that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within this state without having a license therefor, except in any of the following cases:

3.1. The person is specifically exempted from licensing under the Business and Professions Code.

3.2. If the bidder is making a bid as a joint venture, each person submitting the bid shall be subject to the section in regard to their individual license.

3.3. The section does not affect the right or ability of a licensed architect or registered professional engineer to form a joint venture with licensed Contractors to render those services within their respective licenses.

3.4. For those projects where Federal funds are involved, per Section 20103.5 of the State of California Public Contract Code, the Contractor must be properly licensed at the time of award of Contract. Contractors may be subject to penalties for failure to comply with the provisions of Section 7028.15 of the Business and Professions Code and 20103.5 of the Public Contract Code.

The RTA is required to verify licensure before awarding a bid. The Contractor is requested to provide the information regarding its license. Failure of the Contractor to be properly licensed upon submission of a bid, except as noted above, shall cause the bid to be considered non-responsive and it shall be rejected.
License Classification(s) A,B, C-10 License Number 783608 Expiration 09/30/2020

Sign Here)..........)

) Signature of Bidder

Business Address: 2436 Broad St.
San Luis Obispo, CA 93401

Telephone: 805-544-5583

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign Contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if bidder is an individual, their signature shall be placed above.

END OF SECTION
**SECTION 00 43 00**  
**SUPPLEMENTS TO BID FORMS**

1. **DESIGNATION OF SUBCONTRACTORS**

   In compliance with the provisions of Sections 4100 et seq. of the State of California Public Contract Code, the undersigned bidder has set forth below:

   1.1. The name and location of the place of business of each subcontractor who will perform Work or labor, or render service to the undersigned in or about the construction of the Work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said Work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (.05%) of the undersigned's total bid, and;

   1.2. The portion of the Work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each such portion as defined by the prime Contractor in the bid. Contractors shall provide listed subcontractor license information (i.e. type, number, expiration) within 24 hours of bid opening.

   1.3. Contractor shall provide DIR Registration # within 24 hours of bid submittal for each listed subcontractor (not included on form below).

   **Note:** When a subcontractor is not listed, the law provides that the prime Contractor agrees to do the Work themselves and that said prime Contractor agrees that they are fully qualified to perform such Work. If after award of Contract the prime Contractor subcontracts any portion of the Work, except as provided for in Sections 4107 or 4109 of the Public Contract Code, the prime Contractor shall be subject to the penalties as identified in Section 4110 & 4111.

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Location of Place of Business</th>
<th>Scope of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pac-West General, Inc</td>
<td>San Luis Obispo, CA</td>
<td>Site Concrete</td>
</tr>
<tr>
<td>Hamon Overhead Door Co.</td>
<td>San Luis Obispo, CA</td>
<td>Overhead Doors</td>
</tr>
<tr>
<td>Hernandez Drywall</td>
<td>Santa Maria, CA</td>
<td>Drywall</td>
</tr>
<tr>
<td>JJ Fisher Const.</td>
<td>Nipomo, CA</td>
<td>Building Concrete</td>
</tr>
<tr>
<td>Big Wakoo Fence Inc</td>
<td>Arroyo Grande, CA</td>
<td>Fencing</td>
</tr>
<tr>
<td>Deep Blue Integration</td>
<td>San Luis Obispo, CA</td>
<td>Fire Alarm/Security</td>
</tr>
<tr>
<td>Sheldon Mechanical Corp</td>
<td>Santa Clarita, CA</td>
<td>HVAC</td>
</tr>
<tr>
<td>Gilbert's Landscaping</td>
<td>Atascadero, CA</td>
<td>Landscaping</td>
</tr>
<tr>
<td>McCurley and Day Masonry</td>
<td>Fresno, CA</td>
<td>Masonry</td>
</tr>
<tr>
<td>Four C's Construction</td>
<td>Fresno, CA</td>
<td>Metal Wall panels</td>
</tr>
<tr>
<td>Coast Painting, Inc</td>
<td>Pismo Beach, CA</td>
<td>Painting</td>
</tr>
<tr>
<td>4 G's Plumbing</td>
<td>Paso Robles, CA</td>
<td>Plumbing</td>
</tr>
<tr>
<td>Golden State Roofing</td>
<td>Carson, CA</td>
<td>Roofing</td>
</tr>
<tr>
<td>Mike Owen Fabrication</td>
<td>Bakersfield, CA</td>
<td>Steel</td>
</tr>
<tr>
<td>Valley Glass &amp; Mirror</td>
<td>Santa Maria, CA</td>
<td>Glazing/Windows</td>
</tr>
<tr>
<td>S. Chaves Construction, Inc</td>
<td>San Luis Obispo, CA</td>
<td>Demo/Grading/Site Utilities/Paving</td>
</tr>
<tr>
<td>Name of Subcontractor</td>
<td>Location of Place of Business</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------------------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>Air &amp; Lube Systems, Inc</td>
<td>Sacramento, CA</td>
<td>supply and installation of transportation maintenance equipment</td>
</tr>
</tbody>
</table>

By: ____________________________
(Bidder's Signature)
2. **DESIGNATION OF INSURANCE COMPANY, INSURANCE AGENT OR BROKER**

The State of California has specific laws regarding the **AUTHORIZATION** of insurance Agents, Brokers and Insurance Companies doing business within the State. Failure to conform to those requirements requires immediate replacement of the non-conforming individual or entity, acceptable to the RTA. No contract shall arise until all insurance has been approved by the RTA.

The San Luis Obispo RTA requires all insurance to be issued by a company that is "AUTHORIZED" to transact business in the State of California.

The following insurance agent/broker and insurance company is proposed to provide policies of insurance or insurance certificates as are required by the General Conditions:

**2.1. Name of Insurance Company(ies) providing coverage:**

<table>
<thead>
<tr>
<th>(Corporate Name and dba Name)</th>
<th>Landmark American Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Use a separate sheet of paper if necessary)</td>
<td>1503 Ventura Blvd, Ste# 500</td>
</tr>
<tr>
<td></td>
<td>Sherman Oaks, CA 91403</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>818-922-6700</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>FAX Number</th>
<th>818-922-6699</th>
</tr>
</thead>
</table>

**2.2. Name of Agent or Broker procuring Insurance coverage:** Arrow Granthum

<table>
<thead>
<tr>
<th>(Corporate Name and dba Name)</th>
<th>Peterson &amp; Granthum Insurance Brokers</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Use a separate sheet of paper if necessary)</td>
<td>0G05786</td>
</tr>
</tbody>
</table>

| License # of Agent or Broker | 3005 Douglas Blvd, Suite 140 |
|------------------------------| Roseville, CA 95651 |

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>805-544-9000 ex 1</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>FAX Number</th>
<th>888-544-6005</th>
</tr>
</thead>
</table>
3. **DESIGNATION OF BONDING COMPANY/SURETY AND AGENT**

The State of California has specific laws regarding the **ADMITTANCE** of Bonding Companies, Sureties, Agents and Brokers doing business within the State. Failure to conform to those requirements requires immediate replacement of the non-conforming individual or entity, acceptable to the RTA. No contract shall arise until all insurance and bonds have been approved by the RTA.

The **San Luis Obispo RTA** requires all insurance to be issued by a company that is “ADMITTED” to transact business in the State of California.

The following Bonding Company or Surety is proposed to provide payment, performance and maintenance bonds as required by the General Conditions:

3.1. **Name of Insurance Company(ies) providing coverage:**

<table>
<thead>
<tr>
<th>(Corporate Name and dba Name)</th>
<th>C &amp; D Bonding &amp; Ins. Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
<td>534 East Badillo St,</td>
</tr>
<tr>
<td></td>
<td>Covina, CA 91723</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>626-859-1000</td>
</tr>
<tr>
<td><strong>FAX Number</strong></td>
<td>626-859-1001</td>
</tr>
</tbody>
</table>

3.2. **Name of Agent or Broker procuring Insurance coverage:** Kevin & Phil Vega

<table>
<thead>
<tr>
<th>(Corporate Name and dba Name)</th>
<th>Arch Insurance Company</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
<td>865 S. Figueroa St. Ste 2700,</td>
</tr>
<tr>
<td></td>
<td>LA, CA 90017</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>626-859-1000</td>
</tr>
<tr>
<td><strong>FAX Number</strong></td>
<td>626-589-1001</td>
</tr>
</tbody>
</table>
4. **NON-COLLUSION AFFIDAVIT**

Each bidder shall execute and submit with the Bid Form an Affidavit of Non-collusion in the following form:

*(See Public Contract Code sec. 7106.)*

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California )
 ) ss
San Luis Obispo RTA )

__________________________, being first duly sworn, deposes and says that they are the __________________________ of Newton Construction & Management, Inc., the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed at __________________________, California
on the __ day of __________________, 2020.

(Signed)
BIDDER’S CERTIFICATE (BID BOND)

That we, Newton Construction & Management, Inc as Principal, and Arch Insurance Company as Surety, are
held and firmly bound unto the San Luis Obispo RTA, State of California, (hereinafter called “RTA”) in the penal
sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted
by said Principal to the RTA for the Work described below, for the payment of which sum in lawful money of the
United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents. In no case shall the liability of the Surety
hereunder exceed the sum of ten percent of amount bid Dollars ($_______________________.

The condition of this obligation is such that a bid to the RTA for certain construction specifically described as
follows, for which bids are to be opened on June 4, 2020 2020, has been submitted by Principal to the RTA:

A. The Base Scope of work required to be performed by the Contractor comprises: Construction of a
single story 28,650sf (gross) bus maintenance facility with +2,600sf of mezzanine/equipment platform
located on a 6.44 acre site at 253 Elks Lane. The building is construction type V-b, fully sprinklered
that accommodates operations, administration and maintenance areas with main occupancies S-1 &
B, also A-3 occupancy as accessory use. There are detached enclosures on site such as the trash
enclosure, and canopy over bus parking. This project also includes the offsite improvements,
specifically the “t-intersection” for Future Elks Lane.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein
after the opening of the same, or, if no period be specified, within ninety (90) days after said opening, and
shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed
forms are presented for signature, enter into a written Contract with the RTA, in the prescribed form, in accordance
with the bid as accepted, and file the two bonds with the RTA, one to guarantee faithful performance and the
other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void;
otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby
stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or
to the Work to be performed there-under or the specifications accompanying the same shall in any manner affect
its obligations of this bond, and it does hereby waive notice of any such change, extension, alteration, or
addition.

In the event suit is brought upon said bond by the RTA and judgment is recovered, the Surety shall pay
all costs incurred by the RTA in such suit, including a reasonable attorney’s fee to be fixed by the court.
Death of the Principal shall not relieve Surety of its obligations hereunder.
IN WITNESS WHEREOF, this document has been duly executed by the Principal and Surety named above on the 1st __________day of June __________, 2020.

CONTRACTOR AS PRINCIPAL: __________________

Signature

ERIC NEWTON

Please Print Name

President

Title

Newton Construction & Management, Inc.

Full Name of Business, including dba

SURETY:

Note: Signature of those executing for Surety must be properly acknowledged and notarized.

Signature

Kevin Vega

Please Print Name

Attorney-in-Fact

Title

(SFAIL)

Corporation

Type of Business

Arch Insurance Company

Full Name of Business, including dba
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Britton Christensen, Kevin Vega, Myrna Smith and Philip E. Vega of Covina, CA (EACH)

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

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

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

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

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

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

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

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of July, 2019.

Attested and Certified

Patrick K. Nails, Secretary

Arch Insurance Company

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

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

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 19, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of June 2019.

Patrick K. Nails, Secretary

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

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

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES

On 06/01/2020 before me, PHILIP VEGA, NOTARY PUBLIC

Date

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

Description of Attached Document

Title or Type of Document: ___________________________ Document Date: ___________________________

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

Capacity(ies) Claimed by Signer(s)

Signer’s Name:

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

Signer Is Representing: ___________________________

Signer’s Name:

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

Signer Is Representing: ___________________________

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Performance Guarantee Certification

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided:

x Performance Bond

Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: NEWTON CONSTRUCTION MANAGEMENT, INC.

AUTHORIZED SIGNATURE: [Signature]

TITLE: President

DATE: 10/7/20
1.2 **Buy America Requirements.** Refer to Specification 00 73 00. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The Bidder must submit to the RTA the Buy America certification below for the procurement of steel, iron or manufactured products with its Bid. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

**Date:** June 1, 2020  
**Signature:** __________________________

**Company:** Newton Construction & Management, Inc

**Name:** Eric Newton  
**Title:** President
1.3 Lobbying Restrictions. Refer to Specification 00 73 00. Upon award, the undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

__________________________ Signature of Contractor's Authorized Official

Eric Newton, President Name & Title of Contractor's Authorized Official

__________________________ Date

June 1, 2020
DBE UTILIZATION FORM
This information shall be provided no later than 2:00 P.M. on June 9, 2020 as part of the contractor’s bid.

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

✓ The Bidder/Offer is committed to a minimum of 5.1% DBE utilization on this contract.

The Bidder/Offeror (if unable to meet the DBE goal of 5.1%) is committed to a minimum of 5.4% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE
This information shall be provided no later than 2:00 P.M. on June 9, 2020.

The Bidder/Offeror shall complete the following information for all DBEs participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Contact Name and Telephone Number</th>
<th>Participation Percent (Of Total Contract Value)</th>
<th>Description Of Work To Be Performed</th>
<th>Race and Gender of Firm</th>
</tr>
</thead>
</table>
| S. Estes Construction, Inc.
11045 Los Osos Valley Rd
San Luis Obispo, CA 93405 | Derek Todd 805-543-0340 | 7.9% | General Site Utilities | Hispanic/Female |
| Air & Lube Systems, Inc.
8353 Demaret Ave
Sacramento, CA 95838 | Miguel Micheltorena 916-542-7201 | 3.4% | Supply and installation of transportation maintenance equipment | Hispanic/Male |