MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

CONTRACT INCORPORATING LAS LOMITAS ELEMENTARY SCHOOL DISTRICT CONTRACT NO. 14059

MODULAR CLASSROOM BUILDINGS AND MODULAR TOILET ROOM BUILDINGS WITH ENVIROPLEX FOR ADMINISTRATION BUILDING, LIBRARY AND KINDERGARETEN

RECITALS

WHEREAS, District has a need to purchase modular classroom buildings and modular toilet room buildings for the construction of improvement to the Slater Elementary School Administration Building, Library and Kindergarten; and

WHEREAS, District wants to purchase modular classroom buildings and modular toilet room buildings from ENVIROPLEX in a cost-effective manner; and

WHEREAS, after a competitive solicitation and selection process by LLESD, ENVIROPLEX was awarded and entered into a contract with LLESD, dated on or about January 20, 2015 ("LLESD-ENVIROPLEX Contract"), that is a current and valid contract; and

WHEREAS, section 20118 of the California Public Contract Code states,

Notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of the personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.

WHEREAS, the LLESD-ENVIROPLEX Contract is an existing contract between a public agency, LLESD and a vendor, ENVIROPLEX, Inc., for the lease or purchase of personal property: modular classroom buildings and modular toilet room buildings; and

WHEREAS, the District has determined that it is in its best interests to purchase modular classroom buildings and modular toilet room buildings and services from ENVIROPLEX pursuant to section 20118 of the California Public Contract Code by "piggybacking" on the LLESD-ENVIROPLEX Contract; and

WHEREAS, ENVIROPLEX wants to provide the District with modular classroom buildings and modular toilet room buildings and services for the District's use consistent with the terms of the LLESD-ENVIROPLEX Contract;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

AGREEMENT

- 1. This Contract fully incorporates by this reference the following documents:
 - 1.1. The LLESD-ENVIROPLEX Contract, including all of its provisions and documents incorporated therein by reference or operation of law attached hereto as **Attachment A**.
 - 1.2. The Description of the modular classroom buildings and modular toilet room buildings to be purchased, are identified in the ENVIROPLEX Quotes attached hereto as **Attachment B**.
 - 1.3. Performance Bond attached hereto as Attachment C.
 - 1.4. Payment Bond attached hereto as Attachment D.
 - 1.5. The following certifications attached hereto as **Attachment E**:
 - 1.5.1.1. Criminal Background Investigation Certification;
 - 1.5.1.2. Smoke-Free Certification;
 - 1.5.1.3. Drug-Free Workplace Certification;
 - 1.5.1.4. Asbestos & Other Hazardous Materials Certification;
 - 1.5.1.5. Lead-Product(s) Certification;
 - 1.5.1.6. Prevailing Wage Certification; and
 - 1.5.1.7. Workers' Compensation Certification; and
 - 1.5.1.8. Iran Contracting Act Certification.
 - 1.5.1.9. Roofing Project Certification
- 2. To the extent any term or condition of this Contract, is inconsistent with the LLESD-ENVIROPLEX Contract, the LLESD-ENVIROPLEX Contract shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Contract which shall control over all other contradictory provisions. Unless otherwise provided, the order of preference is as follows: (i) the terms and conditions of the LLESD-ENVIROPLEX Contract, (except for delivery, payment, venue or jurisdiction provisions), and (ii) the terms and conditions of this Contract.
- 3. ENVIROPLEX hereby extends to the District identical terms and conditions as those granted under the LLESD-ENVIROPLEX Contract.
- 4. The Parties hereby acknowledge and agree that ENVIROPLEX shall have and maintain insurance in force during the term of this Contract with minimum limits identified below. ENVIROPLEX shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. ENVIROPLEX's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. ENVIROPLEX shall provide the District certificate(s) of insurance and endorsements at the time ENVIROPLEX executes this Contract.

Comprehensive General Liability	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law

Employers' Liability	\$1,000,000
Professional Liability (E&O), as appropriate (claims-made)	\$1,000,000
Excess Liability	\$5,000,000

- 5. ENVIROPLEX shall provide to the District at the time ENVIROPLEX executes this Contract, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached as Attachment C and Attachment D, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- 6. The initial total cost for all the modular classroom buildings and modular toilet room buildings shall be **Two Million Seven Hundred Ninety Thousand Nine Hundred Sixty-Eight Dollars (\$2,790,968)** as indicated in the attached ENVIROPLEX Quotes (**Attachment B**).
- 7. The District shall pay for the modular classroom buildings and modular toilet room buildings according to the ENVIROPLEX Quotes (Attachment B).
- ENVIROPLEX hereby acknowledges and certifies that that the prices indicated herein and the referenced documents are the prices indicated and/or authorized in and are consistent with the LLESD-ENVIROPLEX Contract.
- 9. ENVIROPLEX shall deliver and install fully functioning modular classroom buildings and modular toilet room buildings according to the following delivery schedule, (which may be modified from time to time in writing by the Parties):
 - 9.1. Insert Schedule: Enter the delivery and installation dates for each site as appropriate
- 10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

DISTRICT

Mountain View Whisman School District 1400 Montecito Avenue Mountain View, CA 94043 Attn: Robert Clark **ENVIROPLEX**

Enviroplex, Inc. 4777 E. Carpenter Road Stockton, CA 95215 ATTN: Glenn Owens

- 11. The Parties acknowledge that each of them has fully discussed the contents of this Contract with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Contract. Accordingly, this Contract shall not be construed as having been drafted by one Party or the other.
- 12. This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and ENVIROPLEX. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
- 13. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
- 14. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in the county in which the District administrative offices are located. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the LLESD-ENVIROPLEX Contract.

- 15. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
- 16. The Parties acknowledge that this Contract is only binding once it is approved by the District's governing Board.
- 17. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of each Party has been furnished and delivered to the other Party to this Contract. Signature of copies and electronic versions of this Contract shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

ATTACHMENT A LLESD-ENVIROPLEX CONTRACT



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of January in the year Two Thousand Fifteen (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Las Lomitas Elementary School District 1011 Altschul Avenue Menlo Park, CA 94025 Telephone: (650) 854-6311

and the Contractor:

(Name, legal status, address and other information)

Enviroplex, Inc. 4777 E. Carpenter Road Stockton, CA 95215 Telephone: (209) 466-8000

for the following Project: (Name, location and detailed description)

Modular Classroom Buildings and Modular Toilet Buildings at Various Sites Las Lomitas Elementary School District

The Architect:

(Name, legal status, address and other information)

Sugimura Finney Architects 2155 S. Bascom Ave., Suite 200 Campbell, CA 95008 Telephone: (408) 879-0600

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AlA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- **CONTRACT SUM**
- 5 PAYMENTS
- **6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION
- **MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

- § 3.2 The Contract Time shall be measured from the date of commencement.
- § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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User Notes:

The Contractor shall achieve Substantial Completion of the entire work not later than August 15, 2015.

Portion of Work

Substantial Completion Date

Building Delivery to Site

July 1, 2015

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Fifty-nine Thousand One Hundred Ninety-six Dollars and Zero Cents (\$359,196.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

The contract sum shall be based upon the quantity of six (6) buildings.

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

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by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- \S 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM—2007, General Conditions of the Contract for Construction;
 - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
 - .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
- \S 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
 - .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
 - .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[)	(]	Arbitration pursuant to Section 15.4 of AIA Document A201-2007
[]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

User Notes:

§ 8.3 The Owner's representative:

(Name, address and other information)

Carolyn Chow, Chief Business Officer Las Lomitas Elementary School District 1011 Altschul Avenue Menlo Park, CA 94025 Telephone: (650) 854-6311 cchow@llesd.org

§ 8.4 The Contractor's representative:

(Name, address and other information)

Init.

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Glenn Owens, President Enviroplex, Inc. 4777 E. Carpenter Road Stockton, CA 95215 Telephone: (209) 466-8000 glenn.owens@enviroplex.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Page	
14 10	
2	

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.) See Attached Exhibit

Section	Title	Date	Pages
All	Piggyback Bid for Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites	26 December 2014	194

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.) See Attached Exhibit

Number Title Date

§ 9.1.6 The Addenda, if any:

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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201TM_2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

Public Liability Property Damage

\$2,000,000.00 each occurrence \$2,000,000.00 each occurrence

Commercial General Liability:

\$4,000,000.00

Combined Single Limit

\$4,000,000.00

Product Liability & Comp.

\$1,000,000.00

Operations

\$1,000,000.00

Automobile Liability: Comb. Single Limit

Issued for the value and scope of work indicated herein.

Employer's Liability Builder's Risk

Statutory Limits pursuant to State law

Workers Compensation

Vandalism insurance

Shall cover all repairs to property damaged by vandalism

during construction.

This Agreement entered into as of the day and year first written above.

CONTRACTOR (Signature)

Carolyn Chow, Chief Business Officer

Glenn Owens, President

(Printed name and title)

(Printed name and title)

ATTACHMENT B ENVIROPLEX QUOTES

(The LLESD-ENVIROPLEX Contract shall control to the extent any of the items or designations herein are inconsistent therewith.)	

Eenviroplex

Mountain View Whisman Unified School District RFP Pricing Summary

Building Price U		Unit	Floors	Total	ft ²	\$/ft²	\$/Floor	
(3) Classrooms	oms \$ 1,165,140.85 each 12 \$ 1,165,140.85		3,840	\$ 303.42	\$ 97,095.07			
Admin	\$	863,136.11	each	6	\$ 863,136.11	2,880	\$ 299.70	\$ 143,856.02
Library	\$	762,690.85	each	6	\$ 762,690.85	2,880	\$ 264.82	\$ 127,115.14
Two Story Classroom Building	\$	5,198,400.00	each	38	\$ 6,174,075.00	18,240	\$ 3,38.49	\$ 162,475.66
Office Building*	\$	4,359,484.01	each	30	\$ 4,359,484.01	13,440	\$ 324.37	\$ 145,316.13

92 **\$ 13,324,526.82** 41,280 322.7841

Total Bid Price

\$ 13,324,526.82

enviroplex

Mountain View Whisman School District -- Response to RFP -- ATTACHMENT 1 120x32 Classroom Building (total 3 classrooms) 2013 CBC

Piback		l control		i si	Piggyback -	dia 200	
Item #	Description	Unit	Qty		Price		Total
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS						
1005	30x32 Typical Classroom - High Seismic Zone where 1.875< Ss< 2.625	EA	1	\$	57,652.73	\$	57,652.73
1009	add 10x32 center module - High Seismic Zone where 1.875< Ss< 2.625	EA	9	\$	20,516.69	\$	184,650.19
	Sub-floor options						
1102	Concrete floor 125 lb floor load, light weight fill, 3" fill (adder)	Per module	12	\$	9,025.46	\$	108,305.52
	High Seismic foundations (based on 1500 psf soil bearing pressure, non-expansive soil and level ground)						
2258	Shear Plates	EA	40	\$	307.24	\$	12,290
2302	4' polyvent	EA	5	\$	1,447,95	_	7,239.76
2303	6' polyvent	EA	4	\$	2,124.50	\$	8,497.99
2304	12" high, 24 ga metal flashing	Per If	304	\$	18.73	\$	5,693.07
	Wood or engineered wood products			ŝ	_		
0.400	MDO "smart panel" with grooves 8" OC, per sf (T1-11	D	(0.700)	<u> </u>			(0.004.00)
2400	replacement)	Per sf	(2,736)	\$	2.32	\$	(6,334.93)
2401	1/2" cdx plywood (for use under exterior finish products)	Per sf	2,736	\$	1.44	\$	3,934.92
2402	2x6 exterior wall studs in lieu of 2x4	Per If	304	\$	4.73	\$	1,438.77
	Cement based or stucco						
2506	3-coat stucco (performed in field at prevailing wage)	Per sf	3,648	\$	19.13	\$	69,768.00
2507	3-coat stucco control joint	Per If	960	\$	5.94	\$	5,698.94
2509	Eisenwall 2-coat stucco system	Per sf	3,648	\$	1.49	\$	5,433
2510	Acrylic Color - Standard Color Selections	Per sf	3,648	\$	1.04	\$	3,795.38
	Misc exterior finish			\$	-		
2609	Exterior Paint in field	Per sf	3,648	\$	3.51	\$	12,800
	Roofing Options			\$			
2700	Shed Roof design	Per module	12	\$	260.10	\$	3,121.20
2715	Downspouts - thick walled round pipe	EA	6	\$	430.52	\$	2,583.13
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)			\$			
2901	"Cool Roof" standing seam metal, (Solar White Kynar) or equal	Per sf	5,760	\$	4.27	\$	24,617
	GENERAL						
3000	Interior wall, 2x4, standard finish (tack board) (Décor or equal)	Per If	64	\$	48.20	\$	3,084.48
3006	Toilet room, single, cold only (ADA compliant)	EA	3	\$	9,367.81	\$	28,103.44
3013	Blocking only, casework (double row)	Per If	45	\$	14.88	\$	669.68
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile 4x4 Groups 1 & 2, standard or equal)	EA	672	\$	29.93	\$	20,110.81
	Doors (KD Frames standard)						
3102	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	6	\$	541.75	\$	3,250.52
3103	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer with hold open	EA	5	\$	1,716.66	\$	8,583.30
3118	IC Cores	EA	12	\$	135.87	\$	1,630
3129	10" high kick plate, silver	EA	6	\$	106.12	\$	637
	Daylighting windows, see "Daylighting" section above						
3201	6040 xo Electrical Options	EA	10	\$	783.94	\$	7,839.41
0000					000.00		4 20 4 75
3300	125 amp 1-phase panel	EA	2	\$	692.38	\$	1,384.75
0500	Electrical infrastructure	F.		*	20.00	*	2 405 72
3502	Duplex receptacle	EA	36	\$	86.27	\$	3,105.78
3504	GFI receptacle	EA	3	\$	104.23		312.70
3505	Dedicated circuit	EA	3	\$	187.10		561.30
3507	4 square box with switch ring and 3/4" conduit stub to attic	EA	48	\$	37.45		1,797.81
3515	N-light three way switching	EA	6	\$	232.55		1,395.30
3516	N-light occ sensor	EA	3	\$	273.70		821
3521	conduit 1 1/2" conduit	LF	30		4.57	\$	137.09
3523	Data box for 1/1/2" to 2" conduit	LF	3	\$	46.90	\$	141

	HVAC Systems	1	1	l		
4251	Bard 3 ton W, "Quiet Climate 1" wall hung heat pump w/CRV, 4 duct runs, programmable T-stat	EA	(1)	\$	5,108.26	\$ (5,108.26)
4300	Bard 3.5 ton QTEC interior heat pump w/CRV, 4 duct runs, programmable Thermostat	EA	3	\$	11,666.30	\$ 34,998.90
	Misc HVAC					
4801	Cross-over hole thru beams for ducting into adjacent module	EA	18	\$	180.61	\$ 3,251.01
4803	9" insulated ducting	Per If	90	\$	10.11	\$ 910
4823	Condensates for Q-tec Interior HVAC units	EA	3	\$	334.75	\$ 1,004.26
	PLUMBING					
5001	Sink, classroom, SS, w/ bubbler, cold only	EA	3	\$	2,461.28	\$ 7,383.84
5018	hot/cold faucet - adder	EA	3	\$	78.03	\$ 234.09
5019	goose neck faucet	EA	3	\$	67.44	\$ 202.33
5103	Water Heater, point-of-use, (Insta-Hot or 2.5 gal storage)	EA	3	\$	1,344.36	\$ 4,033.08
5203	Hose bib, recessed (wall hydrant)	EA	2	\$	1,120.65	\$ 2,241.31
	Flooring (all prices per sf unless otherwise noted)			\$	1	
5600	Bigelow, New Basics II, 26oz, w/unitary backing (or equal)	Per sf	3,648	\$	4.22	\$ 15,404.77
5702	Burke 4" Vinyl - Continuous Roll @ 100' lengths	EA	368	\$	3.43	\$ 1,261.21
6100	Armstrong Connection Corlon	Per sf	(192)	\$	9.09	\$ (1,744.93)
6200	Dex-O-Tex (or equal)	Per sf	192	\$	39.21	\$ 7,528.09
6202	6" cove for epoxy floor	LF	96	\$	39.21	\$ 3,764.04
	CASEW			\$	-	
6521	153 36x34x24 ADA sink base	EA	3	\$	788.62	\$ 2,365.87
6544	212 36x34x24 1 drawer/2 doors	EA	12	\$	791.74	\$ 9,501
6622	Laminate top / 4" backsplash (Wilsonart or equal)	Per if	45	\$	69.85	\$ 3,143.23

Sub-Total \$ 685,123.10

PR	ROJECT CLOSE OUT ITEMS						
1	Exterior allowance - store front doors and windows - Exterior Fir	EA	1	\$	75,000.00	\$	75,000.00
2	Welding of building for anchoring (New 2016 code requirement) Labor and Materials	hour	32	\$	225.00	\$	7,200.0
2	Labor to close out site	hour	200	\$	106.00	\$	21,200.00
3	On-Site Labor (plumbing close-out)	hour	144	\$	181.25	\$	26,100.00
5	On-Site Labor (Cabinet close-out)	hour	16	\$	121.00	\$	1,936.00
4	Crane (standard size)	day	1	\$	7,500.00	\$	7,500.00
5	Delivery	floor	12	\$	3,100.00	\$	37,200.00
6	Installation	floor	12	\$	2,675.00	\$	32,100.00
7	Concrete foundation design	floor	12	\$	350.00	\$	4,200.00
11	Concrete Foundation	LS	1	\$	238,464.00	\$	238,464.00
Administrative Fee to Las Lomitas School District (Final Project Manual Section 00110; Iter section 2) (.5% of piggyback building price)							
9	Bond		1			\$	7,193.79
	Estimated Tax		4			\$	21,923.94

Notes:

- 1 Foundation design charges are waived if concrete foundations remain in ENV scope; if removed, cost is \$350 per floor
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design

Eenviroplex

Mountain View Whisman Unified School District RFP Pricing Summary

Building	Price	Unit	Jnit Floors Total		ft²	\$/ft²	\$/Floor	
(3) Classrooms	\$ 1,165,140.85	each	12	\$	1,165,140.85	3,840	\$ 303.42	\$ 97,095.07
Admin	\$ 863,136.11	each	6	\$	863,136.11	2,880	\$ 299.70	\$ 143,856.02
Library	\$ 762,690.85	each	6	\$	762,690.85	2,880	\$ 264.82	\$ 127,115.14
Two Story Classroom Building	\$ 5,198,400.00	each	38	\$	6,174,075.00	18,240	\$ 338.49	\$ 162,475.66
Office Building*	\$ 4,359,484.01	each	30	\$	4,359,484.01	13,440	\$ 324.37	\$ 145,316.13

92 **\$ 13,324,526.82** 41,280 322.7841

Total Bid Price \$ 13,324,526.82

Eenviroplex

Mountain View Whisman School District -- Response to RFP -- ATTACHMENT 1 (1) 72x40 Admin Building 2013 CBC

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P-back Item # .,	Description	Unit	Qty	F	iggyback Price	100	Total
a separation to or	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS	NAME ASSESSED AND ASSESSED ASSESSED.	*2009 N Spore to 516	200000000000000000000000000000000000000	r i i i i i i i i i i i i i i i i i i i	20 Sept Makes	an in the contract of the cont
1001	24X40 Typical Classroom - High Seismic Zone where 1.875< Ss< 2.625	EA	1	\$	52,817.99	\$	52,817.99
1007	add 12x40 center module - High Seismic Zone where 1.875< Ss< 2.625	EA	4	\$	21,150.29	\$	84,601.17
	Sub-floor options						
1102	Concrete floor 125 lb floor load, light weight fill, 3" fill (adder)	Per module	6	\$	9,025.46	\$	54,152.76
	Concrete Foundations			\$	-		
2209	Shear Plates	EA	24	\$	307.24	-	7,374
2300	2x4 access vent well with retained metal grate (Non ADA)	EA	2		3,719.43		7,438.86
2302	4' polyvent	EA	6	\$	1,447.95	_	8,687.71
2303	6' polyvent	EA	6	\$	2,124.50		12,746.98
2304	12" high, 24 ga metal flashing	Per If	224	ļ	18.73	\$	4,194.89
	Wood or engineered wood products			\$	-		
2400	MDO "smart panel" with grooves 8" OC, per sf (T1-11 replacement)	Per sf	(2,016)		2.32	\$	(4,667.85)
2401	1/2" cdx plywood (for use under exterior finish products)	Persf	2,688	\$	1.44	\$	3,865.88
2402	2x6 exterior wall studs in lieu of 2x4	Per If	224	\$	4.73	\$	1,060.15
	Cement based or stucco	ļ					
2506	3-coat stucco (performed in field at prevailing wage)	Per sf	2,688	\$	19.13	\$	51,408.00
2507	3-coat stucco control joint	Per If	750	<u> </u>	5.94	\$	4,452.30
2509	Eisenwall 2-coat stucco system	Per sf	2,688	_	1.49	\$	4,003
2510	Acrylic Color - Standard Color Selections	Per sf	2,688	\$	1.04	\$	2,796.60
	Roofing Options			\$	-		
2700	Shed Roof design	Per module	6	\$	260.10	\$	1,560.60
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)			\$	*		,
2901	"Cool Roof" standing seam metal, (Solar White Kynar) or equal	Per sf	3,456	\$	4.27	\$	14,770
	GENERAL						
3001	Interior wall, 2x4, tape/ texture/paint	Per If	200	\$	53.90	\$	10,779.36
3006	Toilet room, single, cold only (ADA compliant)	EA	3	\$	9,367.81	\$	28,103.44
3013	Blocking only, casework (double row)	Per If	100	\$	14.88	\$	1,488.18
3019	FRP w/ Aluminum Trim	Per sf	55	\$	4.32	\$	237.86
3020	Ceramic tile on walls with thin set over 1/2" backing (Daltile 4x4 Groups 1 & 2, standard or equal)	EA	672	\$	29.93	\$	20,110.81
3027	Sheetrock ceiling with surface mounted lights (ceiling height approx 8')	Per sf	256	\$	4.09	\$	1,047.09
	Doors (KD Frames standard)						
3102	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	3	\$	541.75	\$	1,625.26
3103	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer with hold open	EA	3	\$	1,716.66	\$	5,149.98
3104	6070 steel double door w/Schlage D95 lever hardware, Norton 7500 door closer with hold open	EA	1	\$	2,132.82	\$	2,133
3108	3068 interior wood door in steel frame, sold core, pre-finished (Oak Legacy, White Ash or Walnut)	EA	5	\$	1,154.84		5,774.22
3114	Panic hardware, Von Duprin CD99NL or equal	EA	5	\$	2,215,01		11,075.06
3124	View Light 8x30 Frosted Glass (Adder)	EA	5	\$	213.66		1,068.30
3126	Full light, 24x66	EA	2	\$	446.77	\$	893.54
	Daylighting windows, see "Daylighting" section above						
3200	8040 xox	EA	16	\$	969.81	\$	15,516.89
3210	4040 fixed interior (SG, clear glass)	EA	5	\$	823.18		4,115.90
3230	Side light, 16"x84" Window, daylighting (transom window above 7'6") (6018	EA	4	\$	625.75	\$	2,503.00
3250	window)	EA	19	\$	795.91	\$	19,669
	Electrical Options						
3306	150 amp 3-phase panel	EA	2	\$	1,187.47		2,375
3408	Lighted "Exit" sign (battery back-up)	EA	3	\$	194.55		583.66
3410	LED 2x4 - 2GTL	EA	24	\$	334.83	\$	8,036

3414	<u> </u>	Exterior Door Light - LED w/ Photocell - TWS LED	EA	5	\$	271.44	\$	1,357.21
	Electrica	al infrastructure			L			
3502		Duplex receptacle	EA	38	\$	86.27	\$	3,278.32
3503		4-plex receptacle	EA	3	\$	100.46	<u> </u>	301
3504		GFI receptacle	EA	8	\$	104.23	-	833.87
3505		Dedicated circuit	EA	12	\$	187.10	\$	2,245.18
3508		Conduit 3/4"	Per If	100	\$	2.85	\$	284.58
3513		N-light switching w on/off & dim	EA	5	\$	126.08	\$	630.41
3515		N-light three way switching	EA	4	\$	232.55	\$	930.20
3516		N-light occ sensor	EA	8	\$	273.70	\$	2,189.57
3517		Daylight control	EA	9	\$	307.30	\$	2,766
	Low volt	age items			\$	-		
3700		Plywood backer board for terminal cabinets by others	Per sf	15	\$	4.60	\$	69.00
3703		Rough-in only for FA pull station	EA	2	\$	40.42	\$	80.85
3704		Rough-in only for FA interior horn/strobe	EA	2	\$	40.06	\$	80.11
-	HVAC S	· · · · · · · · · · · · · · · · · · ·			_			
4251	111/10 0,	Bard 3 ton W, "Quiet Climate 1" wall hung heat pump w/CRV, 4 duct runs, programmable T-stat	EA	(1)	\$	5,108.26	\$	(5,108.26)
4204	·	Bard 4.0 ton QTEC interior heat pump w/CRV, 4 duct runs,	EA	2	\$	12,530.18	\$	25,060.36
4301		programmable Thermostat	EA		Ľ	12,550.10	*	23,000.30
	Misc HV	AC			<u> </u>		L	
4801		Cross-over hole thru beams for ducting into adjacent module	EA	15	\$	180.61	\$	2,709.17
4803		9" insulated ducting	Per If	250	\$	10.11	\$	2,527
4804		Register, supply with 4-way throw and mixing box	EA	16	\$	110.28	\$	1,765
4805		Register, return air	EA	8	\$	86.22	\$	690
4808		Air San (return air silencer)	EA	2	\$	542.24	\$	1,084
4818		HVAC plenum wall (interior) for noise reduction (6' face)	EA	2	\$	942.14	\$	1,884.29
4823		Condensates for Q-tec Interior HVAC units	EA	2	\$	334.75	\$	669.51
	PLUMBII	NG						
5002		Sink, kitchen, SS, 1 compartment, cold only	EA	2	\$	2,268.86	\$	4,537.71
5018		hot/cold faucet - adder	EA	5	\$	78.03	\$	390.15
5019		goose neck faucet	EA	2	\$	67.44	\$	134.88
5100		Water Heater, 10 or 20 gal, electric, 120V or 240V	EA	1	\$	2,013.19	\$	2,013.19
5103		Water Heater, point-of-use, (Insta-Hot or 2.5 gal storage)	EA	2	\$	1,344.36	\$	2,688.72
5201		Ice maker supply box (metal)	EA	1	\$	555.88	\$	555.88
5203		Hose bib, recessed (wall hydrant)	EA	1	\$	1,120.65	\$	1,120.65
5204		Garbage disposal	EA	1	\$	865.02	\$	865.02
		Toilet paper dispenser, surface mount, single roll, Bobrick B-			<u> </u>			
5404		264	EA	(3)	\$	36.96	\$	(110.89)
5405		Toilet paper dispenser, surface mount, multi-roll, Bobrick B- 2888	EA	3	\$	100.92	\$	302.76
	Flooring	(all prices per sf unless otherwise noted)			\$	-		
5600		Bigelow, New Basics II, 26oz, w/unitary backing (or equal)	Per sf	2,480	\$	4.22	\$	10,472.54
5702		Burke 4" Vinyl - Continuous Roll @ 100' lengths	EA	660	_	3.43	\$	2,261.95
6000		Armstrong Excelon or equal	Per sf	400	_	4.39	\$	1,754.40
6100		Armstrong Connection Corlon	Per sf	(192)	\$	9.09	\$\$	(1,744.93)
6200		Dex-O-Tex (or equal)	Per sf	192	\$	39.21	\$	7,528.09
6202		6" cove for epoxy floor	LF	96	\$	39.21	\$	3,764.04
6300		Vinyl transition strip	Per If	15	\$	3.58	\$	53.70
	CASEW				\$	-		
6521		153 36x34x24 ADA sink base	EA	2	\$	788.62	\$	1,577.25
6544		212 36x34x24 1 drawer/2 doors	EA	20	\$	791.74		15,835
6578		302 36x18x12 wall hung/2 door	EA	20	\$	439.05		8,780.98
6588		350 36x30x12 wall hung mail box	EA	11	\$	608.63		6,694.97
6622		Laminate top / 4" backsplash (Wilsonart or equal)	Per If	78	\$	69.85		5,448.27
6625		Finished end panels	EA	8	\$	126.93		1,015.43
10023	1	i ilianou chu pancia		L		120,00		1,010,40

Sub-Total \$ 575,814.90

	PROJECT CLOSE OUT ITEMS				
1	Exterior Allowance - Store front doors/windows	EA	1	\$ 50,000.00	\$ 50,000.00
2	Welding of building for anchoring (New 2016 code requirement) Labor and Materials	hour	14	\$ 225.00	\$ 3,150.00
2	Labor to close out site	hour	120	\$ 106.00	\$ 12,720.00
3	On-Site Labor (plumbing close-out)	hour	16	\$ 181.25	\$ 2,900.00

5	On-Site Labor (Cabinet close-out)	hour	32	\$	121.00	\$ 3,872.00
4	Crane (standard size)	day	1	\$	7,500.00	\$ 7,500.00
5	Delivery	floor	6	\$	3,100.00	\$ 18,600.00
6	Installation	floor	6	\$	2,675.00	\$ 16,050.00
7	Concrete foundation design	floor	6	\$	350.00	\$ 2,100.00
11	Concrete Foundation	LS	1	\$	143,078.00	\$ 143,078.00
8	Administrative Fee to Las Lomitas School District (Final Project section 2) (.5% of piggyback building price)	Manual Section	on 00110; l	tem	20 Sub-	\$ 2,879.07
9	Bond		1			\$ 6,046.06
10	Estimated Tax		1			\$ 18,426.08
				6	Grand Total	\$ 863,136.11

Notes:

- 1 Foundation design charges are waived if concrete foundations remain in ENV scope; if removed, cost is \$350 per floor
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to recent DSA guidelines as described on the new 1-MR form regarding the "Delegation of Authority for Modular

Eenviroplex

Mountain View Whisman School District -- Response to RFP -- ATTACHMENT 1 (1) 72x40 Library Building 2013 CBC

P-back	Description	Unit	Qty		Piggyback		Total
item #	to the control of the	ertan er i er i er		21,30	Price	West and	100
	1-STORY RIGID STEEL MOMENT FRAME BUILDINGS 24X40 Typical Classroom - High Seismic Zone where 1.875<			_			
1001	Ss< 2.625	EA	1	\$	52,817.99	\$	52,817.99
1007	add 12x40 center module - High Seismic Zone where 1.875< Ss< 2.625	EA	4	\$	21,150.29	\$	84,601.17
	Sub-floor options			Ì			
1102	Concrete floor 125 lb floor load, light weight fill, 3" fill (adder)	Per module	6	\$	9,025.46	\$	54,152.76
	Concrete Foundations			\$	-		
2209	Shear Plates	EA	24	\$	307.24	\$	7,374
2300	2x4 access vent well with retained metal grate (Non ADA)	EA	2	\$	3,719.43	\$	7,438.86
2302	4' polyvent	EA	6	\$	1,447.95	\$	8,687.71
2303	6' polyvent	EA	6	\$	2,124.50	\$	12,746.98
2304	12" high, 24 ga metal flashing	Per If	224	\$	18.73	\$	4,194.89
	Wood or engineered wood products			\$			
2400	MDO "smart panel" with grooves 8" OC, per sf (T1-11 replacement)	Per sf	(2,016)	\$	2.32	\$	(4,667.85)
2401	1/2" cdx plywood (for use under exterior finish products)	Per sf	2,688	\$	1.44	\$	3,865.88
2402	2x6 exterior wall studs in lieu of 2x4	Per if	224	\$	4.73	\$	1,060.15
	Cement based or stucco						
2506	3-coat stucco (performed in field at prevailing wage)	Per sf	2,688	\$	19.13	\$	51,408.00
2507	3-coat stucco control joint	Per If	750	\$	5.94	\$	4,452.30
2509	Eisenwall 2-coat stucco system	Per sf	2,688	\$	1.49	\$	4,003
2510	Acrylic Color - Standard Color Selections	Per sf	2,688	\$	1.04	\$	2,796.60
	Misc exterior finish			\$	-		
2609	Exterior Paint in field	Per sf	2,688	\$	3.51	\$	9,432
	Roofing Options			\$	-		•
2700	Shed Roof design	Per module	6	\$	260.10	\$	1,560.60
2715	Downspouts - thick walled round pipe	EA	4	\$	430.52	\$	1,722.09
	Roof finish materials (Standing seam roofs: 26 gauge over 5/8" wood roof deck)			\$	-	<u> </u>	······································
2901	"Cool Roof" standing seam metal, (Solar White Kynar) or equal	Per sf	3,456	\$	4.27	\$	14,770
	GENERAL						
3001	Interior wall, 2x4, tape/ texture/paint	Per If	40	\$	53.90	\$	2,155.87
3013	Blocking only, casework (double row)	Per If	400	\$	14.88	\$	5,952.72
	Doors (KD Frames standard)					•	3,0021.2
3102	Stucco flange welded frames - Adder to 3070 Exterior KD Frame	EA	4	\$	541.75	\$	2,167.01
3103	3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer with hold open	EA	(1)	\$	1,716.66	\$	(1,716.66)
3104	6070 steel double door w/Schlage D95 lever hardware, Norton 7500 door closer with hold open	EA	2	\$	2,132.82	\$	4,265.64
3108	3068 interior wood door in steel frame, sold core, pre-finished (Oak Legacy, White Ash or Walnut)	EA	1	\$	1,154.84	\$	1,154.84
3110	3068 interior wood Dutch door in steel frame	EA	2	\$	1,498.96	\$	2,997.92
3114	Panic hardware, Von Duprin CD99NL or equal	EA	5	\$	2,215.01	\$	11,075.06
3118	IC Cores	EA	15	\$	135.87	\$	2,038
3124	View Light 8x30 Frosted Glass (Adder)	EA	5	\$	213.66	\$	1,068.30
3126	Full light, 24x66	EA	4	\$	446.77	\$	1,787.08
	Daylighting windows, see "Daylighting" section above						
3200	8040 xox	EA	8	\$	969.81	\$	7,758.45
3210	4040 fixed interior (SG, clear glass)	EA	2	\$	823.18		1,646.36
3230	Side light, 16"x84"	EA	4	\$	625.75		2,503.00
3250	Window, daylighting (transom window above 7'6") (6018 window)	EA	4	\$	795.91		4,140.79
	Electrical Options						
308	225 amp 3-phase panel	EA	1	\$	1,523.96	•	1,524
408	Lighted "Exit" sign (battery back-up)	EA		\$	194.55		389.11
3410	LED 2x4 - 2GTL						
710	LLD 2A4 - 2O1L	EA	12	Þ	334.83	Ф	4,018

3414	Exterior Door Light - LED w/ Photocell - TWS LED	EA	2	\$	271.44	\$	542.88
	Electrical infrastructure						
3502	Duplex receptacle	EA	25	\$	86.27	\$	2,156.79
3504	GFI receptacle	EA	2	\$	104.23	\$	208.47
3505	Dedicated circuit	EA	8	\$	187.10	\$	1,496.79
3507	4 square box with switch ring and 3/4" conduit stub to attic	EA	19	\$	37.45	\$	711.63
3508	Conduit 3/4"	Per If	150	\$	2.85	\$	426.87
3512	Motion sensor, switch	EA	1	\$	245.76	\$	245.76
3515	N-light three way switching	EA	4	\$	232.55	\$	930.20
3516	N-light occ sensor	EA	4	\$	273.70	\$	1,094.79
3521	conduit 1 1/2" conduit	LF	60	\$	4.57	\$	274.18
3523	Data box for 1/1/2" to 2" conduit	LF	4	\$	46.90	\$	188
	Low voltage items			\$	-		
3703	Rough-in only for FA pull station	EA	4	\$	40.42	\$	161.69
3704	Rough-in only for FA interior horn/strobe	EA	1	\$	40.06	\$	40.06
	HVAC Systems						
4251	Bard 3 ton W, "Quiet Climate 1" wall hung heat pump w/CRV, 4 duct runs, programmable T-stat	EA	(1)	\$	5,108.26	\$	(5,108.26)
4301	Bard 4.0 ton QTEC interior heat pump w/CRV, 4 duct runs, programmable Thermostat	EA	2	\$	12,530.18	\$	25,060.36
	Misc HVAC						
4801	Cross-over hole thru beams for ducting into adjacent module	EA	12	\$	180.61	\$	2,167.34
4803	9" insulated ducting	Per If	240	\$	10.11	\$	2,426
4804	Register, supply with 4-way throw and mixing box	EA	8	\$	110.28	\$	882
4808	Air San (return air silencer)	EA	2	\$	542.24	\$	1,084
4818	HVAC plenum wall (interior) for noise reduction (6' face)	EA	2	\$	942.14	\$	1,884,29
4823	Condensates for Q-tec Interior HVAC units	EA	2	\$	334.75	\$	669.51
	PLUMBING						
5002	Sink, kitchen, SS, 1 compartment, cold only	EA	1	\$	2,268.86	\$	2,268.86
5018	hot/cold faucet - adder	EA	1	\$	78.03	\$	78.03
5019	goose neck faucet	EA	1	\$	67,44	\$	67.44
5103	Water Heater, point-of-use, (Insta-Hot or 2.5 gal storage)	EA	1	\$	1,344.36	\$	1,344.36
	Flooring (all prices per sf unless otherwise noted)			\$,
5600	Bigelow, New Basics II, 26oz, w/unitary backing (or equal)	Per sf	2,880	\$	4,22	\$	12,161.66
5702	Burke 4" Vinyl - Continuous Roll @ 100' lengths	EA	320	\$	3.43	\$	1,096.70
	CASEWO			\$	-		.,
6521	153 36x34x24 ADA sink base	EA	1	\$	788.62	\$	788.62
6544	212 36x34x24 1 drawer/2 doors	EA	7	\$	791.74	\$	5,542.21
6607	600 48x42x12 library bookcase	EA	20	\$	632,42	\$	12,648,41
6613	620 48x42x24 2 sided bookcase	EA	25	\$	1,060.47	\$	26,511.84
6622	Laminate top / 4" backsplash (Wilsonart or equal)	Per If	21	\$	69.85	-	1,466.84

Sub-Total \$ 478,860.95

	PROJECT CLOSE OUT ITEMS					
1	Exterior allowance - store front doors/windows - Exterior Finish	EA	1	\$	50,000.00	\$ 50,000.00
2	Welding of building for anchoring (New 2016 code requirement) Labor and Materials	hour	14	\$	225.00	\$ 3,150.00
3	Labor to close out site	hour	120	\$	106.00	\$ 12,720.00
4	On-Site Labor (plumbing close-out)	hour	8	\$	181.25	\$ 1,450.00
5	On-Site Labor (Cabinet close-out)	hour	16	\$	121.00	\$ 1,936.00
6	Floor Blocking for Bookcases	LS	1	\$	4,500.00	\$ 4,500.00
7	Crane (standard size)	day	1	\$	7,500.00	\$ 7,500.00
8	Delivery	floor	6	\$	3,100.00	\$ 18,600.00
9	Installation	floor	6	\$	2,675.00	\$ 16,050.00
10	Concrete foundation design	floor	6	\$	350.00	\$ 2,100.00
11	Concrete Foundation	L.S	1	\$	143,078.00	\$ 143,078.00
12	Administrative Fee to Las Lomitas School District (Final Project N section 2) (.5% of piggyback building price)	lanual Section	on 00110; i	tem	20 Sub-	\$ 2,394.30
13	Bond		1			\$ 5,028.04
14	Estimated Tax		1			\$ 15,323.55

I	ı	1
Grand Total	\$	762,690.85

Notes:

- 1 Foundation design charges are waived if concrete foundations remain in ENV scope; if removed, cost is \$350 per floor
- 2 Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
- 3 Pursuant to recent DSA guidelines as described on the new 1-MR form regarding the "Delegation of Authority for Modular

Bond No. 024231878 Premium: \$18,028,00

ATTACHMENT C PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price) (Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Mountain View Whisman School District("District") and Enviroplex, Inc. , ("Principal)"	
have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:	,
Mountain View Whisman School District Admin/Library Building & Classrooms (Project Name ("Project" or "Contract")	=)
which Contract dated, 2018, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and	S
WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performan of the Contract;	ıce
NOW, THEREFORE, the Principal and <u>Liberty Mutual Insurance Company</u> ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:	
Two Million Seven Hundred Ninety Thousand Nine Hundred Sixty Seven and 81/100 DOLLARS	
(\$ 2,790,967.81), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:	
- Perform all the work required to complete the Project; and	

 Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337,15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or

addition to the Contract Documents or to the Work.

Liberty Mutual Surety	
1001 4th Avenue, 37th F	loor, Seattle, WA 98154
Attention: Claims Dept.	
Telephone No.: (_714)	634 - 5730
Fax No.: (<u>866</u>) <u>548</u>	- 7321
E-mail Address: brian.ngare@l	ibertymutual.com
WITNESS WHEREOF, two (2) identical count eemed an original thereof, have been duly ex November 2018.	serparts of this instrument, each of which shall for all purposes be secuted by the Principal and Surety above named, on the <u>30</u> day o
<u>rincipal</u>	Surety
Enviroplex, Inc.	Liberty Mutual Insurance Company
Slam Shur	(Name of Surety)
Slam Shur	(Signature of Person with Authority)
Signature of Person with Authority) TIEMN (WENS)	-the
Signature of Person with Authority) TIENN (WENS)	(Signature of Person with Authority)
Signature of Person with Authority) TIEMN (WENS)	(Signature of Person with Authority) Kim E. Heredia, Attorney-in-Fact
Signature of Person with Authority) TIEMN (WENS)	(Signature of Person with Authority) Kim E. Heredia, Attorney-in-Fact (Print Name) SullivanCurtisMonroe Insurance Services LLC (Name of California Agent of Surety) 1920 Main Street, Suite 600, Irvine, CA 92614
Signature of Person with Authority) TIEMN (WENS)	(Signature of Person with Authority) Kim E. Heredia, Attorney-in-Fact (Print Name) SullivanCurtisMonroe Insurance Services LLC (Name of California Agent of Surety)
Signature of Person with Authority)	(Signature of Person with Authority) Kim E. Heredia, Attorney-in-Fact (Print Name) SullivanCurtisMonroe Insurance Services LLC (Name of California Agent of Surety) 1920 Main Street, Suite 600, Irvine, CA 92614

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California) County of Orange)	
On11/30/2018 before me,E.A.	Garibay, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Kim E. Heredia	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled bis/her/their authorized capacity(ies), and that by his or the entity upon behalf of which the person(s) according to the context of the	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ted, executed the instrument. certify under PENALTY OF PERJURY under the laws
	of the State of California that the foregoing paragraphs true and correct.
E. A. GARIBAY Notary Public - California	WITNESS my hand and official seal. Signature E.A. Garibay Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this i	TONAL Information can deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General	☐ Corporate Officer — Title(s):
□ Farther □ □ Limited □ □ General □ Individual □ Attorney in Fact	□ Partner — □ Limited □ General□ Individual □ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

Page 9

ATTACHMENT D PAYMENT BOND

<u>PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)</u>
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

MVWSD & ENVIROPLEX

Enviroplex, Inc. , ("Principal)" have
entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to
Mountain View Whisman School District Admin/Library Building & Classrooms (Project Name) ("Project" or "Contract")
which Contract dated, 20, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and
WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.
NOW, THEREFORE, the Principal and Liberty Mutual Insurance Company ("Surety") are
held and firmly bound unto the Board of the District in the penal sum of:
Two Million Seven Hundred Ninety Thousand Nine Hundred Sixty Seven and 81/100 DOLLARS
(\$ 2,790,967.81 }, lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.
The condition of this obligation is that If the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fall to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.
Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.
Piggyback Contract – Slater ES Admin Bldg. Library & Kindergarten

deemed an original thereof, have been duly exe	erparts of this instrument, each of which shall for all purposes be ecuted by the Principal and Surety above named, on the <u>30</u> day of <u>.</u> 0 <u>18</u> .
<u>Principal</u>	Surety
Enviroplex, Inc.	Liberty Mutual Insurance Company
Slew lung	(Name of Surety)
(Signature of Person with Authority)	(Signature of Person with Authority)
JUENN OWENS	Kim E. Heredia, Attorney-in-Fact
(Print Name)	(Print Name)
	SullivanCurtisMonroe Insurance Services LLC
	(Name of California Agent of Surety)
	1920 Main Street, Suite 600, Irvine, CA 92614
	(Address of California Agent of Surety)
	(949) 250-7172
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

A notary public or other officer completing this certificat document to which this certificate is attached, and not the	re verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California	
County of Orange	
,	Parihay Notany Public
On before me, E.A. 0	
personally appeared Kim E. Heredia	Here Insert Name and Title of the Officer
personally appeared	Nomaled of Cinnaul
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory subscribed to the within instrument and acknowle his/her/their authorized capacity(jes), and that by his or the entity upon behalf of which the person(s) act	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s), ed, executed the instrument.
I	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph at the and correct.
Notary Public - California	ignatureE.A. Garibay Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this ir	ONAL of ormation can deter alteration of the document or of the an unintended document.
Description of Attached Document	
Title or Type of Document:	
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Corporate Officer — Title(s) □ Partner — □ Limited □ General	□ Corporate Officer — Title(s): □ Partner — □ Limited □ General
☐ Individual	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Signer Is Representing:	Other:
orginor is riepresenting.	Signer Is Representing:

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

Certificate No. 8172163

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company

West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THE	SE PRESENTS: The	at The Ohio Casualt	y Insurance Company	is a corporation duly	organized under the	laws of the State of Ne	ew Hampshire, that
Liberty Mutual Insurance Compa	ny is a corporation	duly organized unde	er the laws of the Sta	ate of Massachusetts	. and West American	Insurance Company is	a corporation duly
organized under the laws of the S	tate of Indiana (here	in collectively called	the "Companies"), pu	rsuant to and by auth	ority herein set forth.	does hereby name, cons	ditute and appoint
Edith Garibay; Kim E. Hered	lia; Eugene T. Zo	ondlo					tituto una appoint,
						u is	

all of the city of IRVINE each individually if there be more than one named, its true and lawful altorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed day of August 2018



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

rate or residual value guarantees.

Not valid for mortgage, note, loan, letter of credit

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30

_day of November





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2018

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

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

	righte to the contineate holder in hea of	CONTACT	sin(o).		
PRODUCER SullivanCurtisMonro	e Insurance Services	NAME:	Kyana Okamoto		
550 South Hope Str Suite 1000	eet,	PHONE (A/C, No, Ext);	949-852-5732	FAX (A/C, No):	949-852-9762
Los Angeles, CA 90	071	E-MAIL ADDRESS:	kokamoto@sullicurt.com		
			INSURER(S) AFFORDING COVERAG	E	NAIC#
www.SullivanCurlisMonroe.com	License # 0E83670	INSURER A : Hai	rtford Fire Insurance Company		19682
Enviroplex, Inc.		INSURER B : Lib	erty Insurance Underwriters, Inc		19917
4777 E. Carpenter Rd.		INSURER C: NO	rth River Insurance Company		21105
4777 E. Carpenter Rd. Stockton CA 95215		INSURER D:			
		INSURER E:			
		INSURER F:			
COVEDACES	CERTIFICATE MUMPER, 180 100 11		DEVICION N	LIMPED.	

COVERAGES	CERTIFICATE NUMBER: 45843255	REVISION NOWBER:
THIS IS TO CER	TIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN	I ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED. NO	TWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY	CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MA	AY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY T	THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AN	ND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN RE	EDUCED BY PAID CLAIMS.

RCIAL GENERAL LIABILITY IMS-MADE OCCUR citual cluded GATE LIMIT APPLIES PER:	/	7CESOF7559 Ded. \$10,000	4/30/2018	4/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000
cluded	-			I	and the second control of the second control	
			1		MED EXP (Any one person)	\$10,000
GATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
✓ PRO- JECT ✓ LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
						S
LIABILITY		72UENHB6307	4/30/2018	4/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
0		HAPD - \$100K limit		9	BODILY INJURY (Per person)	\$
NLY SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
NON-OWNED AUTOS ONLY		Comp&Coll Ded:\$1k			PROPERTY DAMAGE (Per accident)	\$
		Tractor Comp&Coll Ded:\$2k				\$
A LIAB / OCCUR		100003398710	4/30/2018	4/30/2019	EACH OCCURRENCE	\$20,000,000
IAB CLAIMS-MAD					AGGREGATE	\$20,000,000
RETENTION \$						\$
MPENSATION RS'LIABILITY		4067308845 - AOS	7/1/2018	7/1/2019	✓ PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		4067308854 - WI Only	7/1/2018	7/1/2019	E.L. EACH ACCIDENT	\$1,000,000
		\$350,000 deductible			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
(H) L		100 0	1 1		EL DISEASE DOLLOY LIMIT	\$1,000,000
	DR/PARTNER/EXECUTIVE BER EXCLUDED?	DR/PARTNER/EXECUTIVE T/R SER EXCLUDED? N/A WH) under	DR/PARTNER/EXECUTIVE N/A 406/308854 - VVI Only SEREXCLUDED?	DR/PARTNER/EXECUTIVE N/A 405/308854 - VVI Only 7/1/2018 SEREXCLUDED? N/A 110 \$350,000 deductible	DR/PARTNER/EXECUTIVE N/A N/A N/A N/A S350,000 deductible	DRIPARTNER/EXECUTIVE Y/N N/A 4067308854 - WI Only 7/1/2018 7/1/2019 E.L. EACH ACCIDENT INTO A PRINCIPLE OF THE PRINCIPLE OF T

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: (1) 120 x 32, (2) 72 x 40, (1) 2-Story Classrooms Bldgs. at Slater ES - 220 N. Whisman Rd., Mountain View, CA, Purchase Order #BD 830012 (1) District Office Bldg at District Office - 750-A San Pierre Way, Mountain View, CA Mountain View Whisman School District is named as additional insured per attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
Mountain View Whisman School District 1400 Montecito Ave. Mountain View CA 94043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kyana Okamoto Kyana Okamoto

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COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision	
	Any and all locations

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same proiect.

7CESOF7559

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations			
Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision	Any and All Locations			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ATTACHMENT E CERTIFICATIONS

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date:	2/10/2010
Proper Nan Signature:	ne of Vendor:Enviroplex, Inc.
Print Name	:Glenn S. Owens
Title:	President
	WORKERS' COMPENSATION CERTIFICATION
Labor Code	section 3700 in relevant part provides:
	ery employer except the State shall secure the payment of compensation in one or more of the lowing ways:
а.	By being insured against liability to pay compensation by 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, 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 employees.

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.

Date: 12 (13 / 2018
Proper Name of Vendor:Enviroplex, Inc.
Signature:
Print Name: Glenn S. Owens
Title:President
(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this

Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Vendor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Vendor; and (4) that the following is true and correct:

1.	Educat that ap	ion Code. Vendor has taken at least one of the following actions with respect to the Project (check all ply):
	<u> </u>	The Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
		Pursuant to Education Code section 45125.2, Vendor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or
	X	Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's employees and its subcontractors' employees is:
		Name: Adolfo Gamino
		Title: Field Service Manager
		The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.
	will be c	s Law (Sex Offenders). I have verified and will continue to verify that the employees of Vendor that on the District's site and the employees of the Subcontractor(s) that will be on the District's site are not a California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).
subc	ontracto	ponsibility for background clearance extends to all of its employees, subcontractors, and employees of ors coming into contact with District pupils regardless of whether they are designated as employees or ependent contractors of the Vendor.
Date	:	12/10/2013
Prop	er Name	e of Vendor: Enviroplex, Inc.
Prop	er Name	
Prop	er Name:	e of Vendor: Enviroplex, Inc.

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Vendor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Vendor's work on the Project for District.

Vendor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Vendor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Vendor's expense at no additional cost to the District.

Vendor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:	12/10/2019
Proper Nam	of Vendor: Enviroplex, Inc.
Signature: _	(Splann) () Com
Print Name:	Glenk S. Owens
Title:	President

SMOKE-FREE ENVIRONMENT CERTIFICATION

CONTRACT NO.: 14059 between Mountain V	iew Whisman School District (the	
"District" or the "Owner") andEnviroplex, Inc.	(the "Vendor" o	
the "Bidder") Slater ES Admin Bldg., Library and Class	srooms (the	
"Contract" or the "Froject").		
This Smoke-Free Environment Certification form is required from the succe	ssful Bidder.	
Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code sect	the Project site, are tobacco-free rohibited on or in District property.	
I acknowledge that I am aware of the District's policy regarding smoke-free environments at District sites, including the District's site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the District's site.		
Date: 12 10 70 18		
Proper Name of Vendor: Enviroplex, Inc. Signature:		
Print Name: Glenn S. Owens		
Title:President		

	DRUG-FREE WORKPLACE CERTIFICATION	
(th	DJECT NO.: 14059 between Mountain View Whisman School I e "District" or the "Owner") and Enviroplex, Inc.	District _ (the
	endor" or "Bidder") Slater ES Admin Bldg., Library and Classrooms ontract" or the "Project").	ر(the
sec eve sta Act ter	s Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Governme tion 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires try person or organization awarded a contract or grant for the procurement of any property or service for agency must certify that it will provide a drug-free workplace by doing certain specified acts. In additional provides that each contract or grant awarded by a state agency may be subject to suspension of paymeniation of the contract or grant, and the Vendor or grantee may be subject to debarment from future tracting, if the contracting agency determines that specified acts have occurred.	rom any tion, the ents or
is a	District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the local agency and public school district under California law and requires all contractors on District projectly with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Woof 1990.	ects to
Ver	dor shall certify that it will provide a drug-free workplace by doing all of the following:	
1.	Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation possession, or use of a controlled substance is prohibited in the person's or organization's workplace a specifying actions which will be taken against employees for violations of the prohibition;	
2.	Establishing a drug-free awareness program to inform employees about all of the following:	
	 a. The dangers of drug abuse in the workplace. b. The person's or organization's policy of maintaining a drug-free workplace. c. The availability of drug counseling, rehabilitation, and employee-assistance programs. d. The penalties that may be imposed upon employees for drug abuse violations. 	
3.	Requiring that each employee engaged in the performance of the contract or grant be given a copy of statement required above, and that, as a condition of employment on the contract or grant, the employees to abide by the terms of the statement.	
will wor perf	e undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed about the publish a statement notifying employees concerning (a) the prohibition of controlled substance at the kplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged ormance of the contract be given a copy of the statement required by section 8355(a), and requiring the loyee agree to abide by the terms of that statement.	in the
viola here tern	o understand that if the District determines that I have either (a) made a false certification herein, or (buted this certification by failing to carry out the requirements of section 8355, that the Contract awards in is subject to termination, suspension of payments, or both. I further understand that, should I violates of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the direments of section 8350 et seq.	ed
	nowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certical adhere to the requirements of the Drug-Free Workplace Act of 1990.	ify that I

Proper Name of Vendor: _

Enviroplex, Inc.

Signature: Jun Juni	
Print Name: Glenn S. Owens	
President	

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Vendor and its employees will be providing services for the District, and because the Vendor's work may disturb lead-containing building materials, VENDOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Vendor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Vendor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Vendor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Vendor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Vendor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Vendor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE VENDOR.

Date: 12 10 2018	
Proper Name of Vendor:Enviroplex, Inc.	
Signatures	
Print Name:Glenn S. Owens	
Title: President	

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: [PROJECT the "Owner") and Environ	CT NUMBER] between Mountain View Whisman School District (the "District" o ex., Inc. (the "Contractor" or the
"Bidder") (the "Contract" or the "P	
	PCC) section 2204, an Iran Contracting Act certification is required for fone million dollars (\$1,000,000) or more.
Bidder shall complete ONLY ONE o	f the following three paragraphs.
1. Bidder's Total Ba	se Bid is less than one million dollars (\$1,000,000). OR
the current list of California Depart 2203(b), and Bidd (\$20,000,000) or person will use th	se Bid is one million dollars (\$1,000,000) or more, but Bidder is <u>not</u> on f persons engaged in investment activities in Iran created by the ment of General Services ("DGS") pursuant to Public Contract Code § der is not a financial institution extending twenty million dollars more in credit to another person, for 45 days or more, if that other he credit to provide goods or services in the energy sector in Iran and is current list of persons engaged in investment activities in Iran created
ву ваз.	OR
given prior writte	se Bid is one million dollars (\$1,000,000) or more, but the District has n permission to Bidder to submit a proposal pursuant to PCC 2203(c) the written permission from the District is included with Bid.
I certify that I am duly authorized to certification are true, and that this o	e legally bind the Bidder to this certification, that the contents of this certification is made under the laws of the State of California.
Date:	12(10/2018
Proper Name of Contractor:	Enviroplex, Inc.
Signature:	- Jan Jan
Print Name:	Glenn S. Owens
Fitle:	President

END OF DOCUMENT