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| Enactment Date | 2/22/2023 er |



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date February 22, 2023

Subject Purchase Agreement – Enviroplex, Inc. – Roosevelt Middle School Modernization Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to Purchase Agreement by and between the **District and Enviroplex, Inc.**, Stockton, California, for the latter to provide and install a 3360 SF Modular Building (40ft. x 84ft.) consisting of two science classrooms, one shared storage room and one modular Restroom (40 ft. x 12 ft.) for boys, girls and staff and to include off-site fabrication, delivery and on-site installation, for the **Roosevelt Middle School Modernization Project**, in the lump sum amount of **\$941,905.00**, which includes a not-to-exceed amount of **\$75,000.00** for Owner’s contingency, as the selected consultant, with work scheduled to commence on **February 23, 2023**, and scheduled to last until **May 31, 2024**, pursuant to the Purchase Agreement.

Discussion Enviroplex, Inc. was chosen through an RFP for a purchase and installation agreement.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education to Purchase Agreement by and between the **District and Enviroplex, Inc.**, Stockton, California, for the latter to provide and install a 3360 SF Modular Building (40ft. x 84ft.) consisting of two science classrooms, one shared storage room and one modular Restroom (40 ft. x 12 ft.) for boys, girls and staff and to include off-site fabrication, delivery and on-site installation, for the **Roosevelt Middle School Modernization Project**, in the lump sum amount of **\$941,905.00**, which includes a not-to-exceed amount of **\$75,000.00** for Owner’s contingency, as the selected consultant, with work scheduled to commence on **February 23, 2023**, and scheduled to last until **May 31, 2024**, pursuant to the Purchase Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Contract Justification Form
- Purchase Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 22-2881

Department: Facilities Planning and Management

Vendor Name: Enviroplex, Inc.

Project Name: Roosevelt Middle School Modernization Project Project No.: 19101

Contract Term: Intended Start: 2-23-2023 Intended End: 5-31-2024

Total Cost Over Contract Term: \$941,905.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Enviroplex, Inc., was selected through an RFP process based on the best value and the lowest contract price and is currently providing similar services to the District. At this time, they have the most experience and familiarity with portable installation services.

Summarize the services or supplies this contractor or vendor will be providing.

Enviroplex, Inc., will assist the district with a purchase of a 3360 SF Modular Building (40ft. x 84ft.) consisting of two science classrooms, one shared storage room and one modular Restroom (40 ft. x 12 ft.) for boys, girls and staff and to include off-site fabrication, delivery and on-site installation, for the Roosevelt Middle School Modernization Project.

Was this contract competitively bid? Check box for “Yes” (If “No,” leave box unchecked)

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

RFP process includes review/scoring of proposals submitted. Enviroplex, Inc., was the lowest proposed price, thus demonstrated that their price was fair and reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: RFP selection process for modular (not approved by legal counsel) – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: Purchase Agreement

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Enviroplex, Inc., was chosen through an RFP process to purchase a Modular Building 3360 SF Modular Building (40ft. x 84ft.) which consist of two science classrooms, one shared storage room and one Modular Restroom for the District.



MASTER AGREEMENT

This Master Agreement is entered into this 23rd day of **February 2023**, between **ENVIROPLEX, INC.** (hereinafter “ENVIROPLEX”) and **Oakland Unified School District** (“Owner”).

OWNER agrees to pay ENVIROPLEX for the satisfactory completion of the work covered by the Work Authorization the sum stated therein under the following terms and conditions:

SCOPE OF WORK: ENVIROPLEX shall perform the work specified in the Work Authorization in accordance with this Master Agreement and all terms and conditions hereof, and as specified in the Work Authorization.

TIME AND SCHEDULING WORK: ENVIROPLEX will complete work as specified in the Work Authorization, subject to excusable delays.

DESIGNATED AGENT: The OWNER’s Supervisor of any project shall be the designated agent for the OWNER.

SOLE AGREEMENT: This Master Agreement, including all terms and conditions hereof are expressly agreed to and constitute the entire Agreement as of this date, including but not limited to Terms and Conditions, General Conditions, Work Authorization, Scope of Work, and Unit Pricing.

IN WITNESS HEREOF the parties have accepted this Master Agreement the day and year first above written.

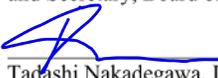
OWNER

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

 2/23/2023
Mike Hutchinson, President, Board of Education Date

 2/23/2023
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education Date

 1/27/2023
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management Date

Approved As To Form (limited):

 1/27/23
OUSD Facilities Legal Counsel Date

ENVIROPLEX, INC
4777 E CARPENTER ROAD
STOCKTON, CA 95215
(209) 466-8000
Contractor's License No 640557

By:  _____

Date: 01/26/2023

Contractors are required by law to be licensed and regulated by the Contractors' State License Board that has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, and P.O. BOX 26000, SACRAMENTO, CA 95826.

TERMS AND CONDITIONS

1. **CONTRACT DOCUMENTS FOR PARTICULAR PROJECTS:** The contract documents for a particular project shall include this Master Agreement, the Work Authorization for the particular project, and any other documents specifically listed in the Work Authorization, including but not limited to Conditions of the Contract (General, Special, Supplementary and other Conditions), Drawings, Specifications, Project Labor Agreement (if applicable), Local Business Participation Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors (if applicable), Non collusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement ("Contract Documents"). ENVIROPLEX shall not be bound to, nor shall it have been deemed to agree to any provision of any contract it has not signed, including but not limited to any agreements between OWNER and other contractors. **To the extent that any terms stated in the plans, specifications, or any scope of work or contract documents of OWNER conflict or are inconsistent with the terms stated herein, the terms stated in this Master Agreement shall control and govern unless the parties agree otherwise in writing.** No other agreements or understandings, verbal or written, express or implied, are a part of this Master Agreement unless specified herein.

2. **ASBESTOS, MOLD AND HAZARDOUS SUBSTANCES:** OWNER agrees to notify ENVIROPLEX at the time of issuance of any Work Authorization whether there are any asbestos, mold, lead paint, or other hazardous materials on the premises, and shall make an inquiry and obtain written assurances from the OWNER of the premises that the OWNER has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. OWNER has responsibility for testing for the existence of mold and other hazardous materials. ENVIROPLEX shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

It is the intent of ENVIROPLEX that this Master Agreement and every Work Authorization hereunder specifically exclude the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials. The parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, if ENVIROPLEX encounters such substances, it shall immediately stop work and allow the OWNER to obtain duly qualified asbestos and/or hazardous material contractor to perform the work. Any period of suspension or demobilization shall be treated as an extra under this Master Agreement, and the Contract Term setting forth the time for completion of the Project may be delayed.

In the event that mold, or microbial contamination is removed by ENVIROPLEX, OWNER understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, ENVIROPLEX shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by ENVIROPLEX. OWNER agrees to hold ENVIROPLEX harmless and shall indemnify and hold ENVIROPLEX harmless for any recurrence of mold or microbial contamination. OWNER also agrees that ENVIROPLEX shall not be responsible and agrees to hold ENVIROPLEX harmless and indemnify ENVIROPLEX for the existence of mold or microbial contamination, or other hazardous materials, in any area that ENVIROPLEX was not contracted to test and/or remediate. Further, OWNER is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination; ENVIROPLEX makes no representations whatsoever as to coverage for mold contamination, though at OWNER's additional expense, if requested in writing, ENVIROPLEX will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by OWNER as an extra.

3. **REMOVAL OF DEBRIS:** Upon completion of the work ENVIROPLEX agrees to remove all of ENVIROPLEX's own debris and surplus materials from OWNER's property and leave said property in a neat and broom-clean condition. ENVIROPLEX will not accept any charges for any pro-rated proportion of general cleanup of the premises, nor will ENVIROPLEX be responsible for the disposal of central scrap piles (except to the extent that ENVIROPLEX has been a participant in such matters).

4. **PAYMENT SCHEDULE:** OWNER agrees to pay ENVIROPLEX monthly progress payments equal to the percentage value of the labor, equipment, materials and services that have been completed. Prior to commencement of Work, OWNER and ENVIROPLEX shall agree on a schedule of values allocating the Contract Price to the various elements of the Work, which shall be the basis for payment applications. On or around the fifteenth (15th) day of each month or such other mutually agreed upon date, ENVIROPLEX shall submit an application for payment in the form set forth in **Schedule of Values**, setting forth the value of Work for which payment is being sought. OWNER shall pay ENVIROPLEX within thirty (30) days after receipt of the application for payment, per Public Contract Code section 20104.50.

5. **RETENTION:** OWNER shall withhold retention from ENVIROPLEX, INC., per Public Contract Code section 9203. Retention shall not exceed 5% of each invoice amount. All retention shall be paid within sixty (60) days of the completion of ENVIROPLEX, INC.'S work per Public Contract Code section 7107.

6. **FAILURE TO MAKE PAYMENTS:** All payment schedules stated in Section 4 shall be strictly honored and construed. If ENVIROPLEX believes owner has failed to make a proper payment or otherwise breached the Contract, ENVIROPLEX shall submit a claim to be handled pursuant to Public Contract Code section 9204.

7. **INDEMNIFICATION:** To the fullest extent allowed by law, OWNER shall indemnify, defend and hold ENVIROPLEX harmless from claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses, including reasonable attorney's fees, arising out of or in connection with the obligations of OWNER or other Contractors under this Master Agreement, or the operations and work conducted by the OWNER, or its agents, employees, subcontractors, and subcontractors of other subcontractors, involved in the Project at issue in the claim, suit, or demand. To the fullest extent allowed by law, ENVIROPLEX shall indemnify, defend, and hold harmless OWNER from claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses, including reasonable attorney's fees, arising out of or in connection with the: obligations, performance, operations, and/or work conducted by ENVIROPLEX, or its agents, employees, subcontractors, and subcontractors of other subcontractors involved in the Project under this Master Agreement.

8. **TIME AND SCHEDULING OF WORK:** The timing of work to be performed under this Master Agreement shall be stated in the Master Agreement and Work Authorization applicable to the Project. In all instances, working days are defined as Monday through Friday, inclusive, holidays excluded. Scheduling of work, as provided for in this Master Agreement, is based on acceptable industry standards.

9. **SUBSTANTIAL COMPLETION:** Substantial completion shall be defined as beneficial occupancy for OWNER to occupy the buildings for its intended use. If the full extent of Work Authorization is not complete, then ENVIROPLEX shall insure that the buildings are clear and open for occupancy, remaining construction equipment is stored and operated inconspicuously, and that OWNER can begin beneficial occupancy and operation free from interruption and/or disruption. Delays to the project schedule, whether excusable or not, shall be communicated to the OWNER at ENVIROPLEX's earliest available knowledge, and at such point, ENVIROPLEX will fully cooperate collectively with OWNER and its consultants to mitigate any adverse affect on the substantial completion date outlined in the Work Authorization.

10. **ITEMS NOT RESPONSIBILITY OF ENVIROPLEX:** Unless specifically included in any Work Authorization, ENVIROPLEX shall not be held responsible for any existing (prior to ENVIROPLEX's Work) violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. ENVIROPLEX is not responsible for any abnormal or unusual pre-existing conditions or any unusual or abnormal concrete footings, foundations, retaining walls, or piers required, or any unusual depth required for same such as, but not limited to, that condition caused by poor soil, lack of compaction, hillside, or other slope conditions; provided, that ENVIROPLEX has inspected the site and taken such matters into account in its bid to the extent that the same were observed, or should have been observed or noted in the exercise of good care and skill as a contractor. Correction or interaction of any such violations or abnormal conditions which could not have been observed in preparation of the bids by ENVIROPLEX shall be considered additional work and shall be dealt with as herein provided under Paragraph 10 for extra work.

11. **OWNER'S RESPONSIBILITIES - OSHA REQUIREMENTS:** Water, sewer, gas and electric utilities from the serving agency to the point of entry at OWNER's property line, or the metering devices are required and are the responsibility of the OWNER. In compliance with Federal and State law, OWNER agrees to make drinking water and toilet facilities available to all workmen or compensate ENVIROPLEX for cost of rental units. OWNER agrees to provide electricity at the job site to affect the work herein. OWNER shall provide adequate job site storage and work areas as required for the convenience and use of ENVIROPLEX for its work under this Agreement.

12. **EXTRA WORK:** ENVIROPLEX shall provide in a good and workmanlike manner only that labor and materials specified in the Work Authorization for the Project covered by the Work Authorization. Additional work not specified in the Work Authorization will be provided upon written direction of OWNER. For any extra work performed, ENVIROPLEX shall be compensated in a lump sum amount to be determined before the extra work is performed, or on a time and materials basis, including ENVIROPLEX's usual fee for overhead and profit, shall be paid as the extra work progresses, concurrently with payments made under the payment schedule set forth in the Work Authorization. However, in the event an emergency exists, then ENVIROPLEX may proceed upon the verbal authorization of the OWNER's Job Supervisor and request written confirmation of the verbal authorization within seventy-two (72) hours.

13. **VALIDITY:** In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

14. **LIMITED WARRANTY:** ENVIROPLEX warrants that all work performed by it shall be done in a good, competent, and workmanlike manner in accordance with accepted trade practices, in accordance with the Contract and the Contract Documents, and that the Work will be free of defects in materials or workmanship for one (1) year from date of completed punch list. Manufacturer's warranties will be assigned or provided to OWNER upon full payment of the Contract Price under the Work Authorization.

15. **DELAYS AND INCREASES IN MATERIAL AND/OR EQUIPMENT COSTS:** Provided it has used due care and diligence to plan for and anticipate the following problems, and has despite the exercise of such due diligence and care been unable to do so, ENVIROPLEX shall be excused for any delay in completion of the work called for in any Work Authorization caused by: acts of God; stormy or inclement weather; strikes, lockouts, boycotts or other labor union activities; acts of OWNER, OWNER's employees and agents; acts of independent contractors; acts of public utilities or public bodies; acts of public enemy, riots or civil commotion; imposition of Government priority or allocation of materials; and changes requested by OWNER (or its agents).

16. **RIGHT TO CURE:** In the event that the OWNER alleges that any portion of the work performed is not or has not been done correctly or timely, OWNER shall give ENVIROPLEX a notice that ENVIROPLEX shall commence to cure the condition within ten (10) days.

17. **INSURANCE AND BONDS:** ENVIROPLEX will procure at its own expense and before commencement of any work under any Work Authorization, General Liability, Automobile Liability, Worker's Compensation & Employer's Liability and Excess Liability at the respective coverage as stated in ENVIROPLEX, INC.'s Certificate of Liability Insurance. Upon executed contract, ENVIROPLEX, INC. will name OWNER as additional insured. Within ten (10) days of award of the Master Agreement, ENVIROPLEX shall submit to OWNER fully executed payment and performance bonds for this Master Agreement, with each in the amount of \$941,905.02, and with each on the forms required by the District.

18. **RESERVATION FOR RIGHTS TO DISPUTE:** In the event that ENVIROPLEX is required, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute between OWNER and ENVIROPLEX as to whether such work should be classified as a "change" or as an "extra", ENVIROPLEX must, submit a contract claim pursuant to Public Contract Code section 9204 within thirty (30) days of the issue arising.

19. ENVIROPLEX shall cooperate with the OWNER in regard to ameliorating the impacts of construction, including noise, debris, vibration, dust, and odor, on any neighboring or adjacent properties or facilities.

20. **SITE CONTRACTOR:** Subject to mutually agreed upon change orders, ENVIROPLEX shall cooperate with the OWNER'S other contractor ("Site Contractor") in regard to the Work by Contractor and the work which is to be done by Site Contractor, such that ENVIROPLEX's Work and Site Contractor's work shall jointly proceed as rapidly and efficiently as possible. In the event of any dispute or disagreement between ENVIROPLEX and Site Contractor regarding access to the site or any other factor of scheduling, and/or their mutual working relationship and cooperation, ENVIROPLEX and Site Contractor shall meet with the OWNER to discuss the matter and resolve it, if possible, by a written agreement.

21. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. ENVIROPLEX shall commence the Work (including mobilization) on or after February 23, 2023, and shall Complete the Work on or before May 31, 2024 (this period of time being the "Contract Time"). As a milestone deadline, ENVIROPLEX shall substantially complete the Work by March 31, 2024.

The site for the Contract will not be available to ENVIROPLEX for construction on the following dates: Academic testing will be scheduled in the month of April 2024. Enviroplex shall allow for 5 days when no construction shall occur during the month of April (Exact dates are not known currently) ENVIROPLEX shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject ENVIROPLEX to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the OWNER would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the OWNER would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$1,000 per calendar day of delay shall be the damages which the OWNER shall directly incur upon failure of ENVIROPLEX to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if ENVIROPLEX Completes the Work within the Contract Time.

In addition, ENVIROPLEX shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed completion of the Project. The actual occurrence of damages and the actual amount of the damages which the OWNER would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay completion of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the OWNER would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an OWNER's inability to recover its delay damages from the contractors whose work was delayed by ENVIROPLEX.

Accordingly, the parties agree that \$1,000 for each calendar day of delay shall be the amount of damages which the OWNER shall directly incur upon ENVIROPLEX causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed completion of the Project.

If liquidated damages accrue as described above, the OWNER, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due to ENVIROPLEX. In addition, if it is reasonably apparent to the OWNER before liquidated damages begin to accrue that they will accrue, OWNER may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, ENVIROPLEX and its sureties shall continue to remain liable to the OWNER until all such liabilities are satisfied in full.

If OWNER accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.



WORK AUTHORIZATION

This Work Authorization is entered into this **23rd** day of **February, 2023** between ENVIROPLEX, INC. (Hereinafter "ENVIROPLEX") and Oakland Unified School District (Hereinafter "OWNER").

This Work Authorization is governed by the Master Agreement in force between ENVIROPLEX and OWNER, and incorporates herein all terms of that Master Agreement. In the event of a conflict between this Work Authorization and the Master Agreement, the provisions of the Master Agreement shall supersede and govern.

The work to be completed is at the property located: **Roosevelt Middle School, 1926 E. 19th Street, Oakland, CA**

The name and address of the OWNER is: **Oakland Unified School District, 1000 Broadway, Oakland, CA.**

SCOPE OF WORK: ENVIROPLEX will furnish all labor, equipment, materials, scaffolding, sales taxes, hoisting, transportation, supervision, coordination, communication, shop drawings and storage to complete in a good and workmanlike manner as outlined in the Scope of Work and Pricing Matrix.

TIME AND SCHEDULING WORK: ENVIROPLEX will not deliver any materials to the job site or commence work in earnest until notified to do so by OWNER. ENVIROPLEX will commence work in earnest upon award of the contract, Master Agreement, and this Work Authorization, and shall deliver the buildings to the property, subject to excusable delays, per the Architect’s tentative schedule published in the RFP/Q. ENVIROPLEX shall achieve substantial completion by March 31, 2024, subject to excusable delays, and shall achieve final completion by May 31, 2024.

ENVIROPLEX will perform the work stated above for the total cash price of **\$866,905.02**, plus an Owner’s contingency of **\$75,000**. Payments and retention shall follow the Schedule of Values.

IN WITNESS HEREOF the parties have accepted this Work Authorization, and agree that it is governed by the terms and conditions stated in the Master Agreement between the parties.

OWNER

Oakland Unified School District

Tadashi Nakadegawa, Deputy Chief, Department of Facilities


Mike Hutchinson, President, Board of Education 2/23/2023

By: 
Kyla Johnson Trammell, Secretary Board of Education 2/23/2023
(Signature)

ENVIROPLEX INC

Contractor's License No 640557

By: 
(Signature)

PURCHASE AND/OR JOB ORDER NUMBER

SCOPE OF WORK 2.3.5

| Scope / Responsibility | Env | Owner | Scope / Responsibility | Env | Owner |
|--|-----|-------|--|-----|-------|
| Site Engineering (soils, flatwork etc) | | x | J-boxes, wall mounted (conduit stubs to attic) | x | |
| Structural Engineering of buildings and foundations (DSA 1MR fees/scope of work included w/ENV's Proposal) | x | | Backboards (fire rated or other) for mounting of low voltage panels or other devices | | x |
| Permits, Local Permits, Use Fees (any encroachment permits or local law enforcement requirements) | | x | Attic (above ceiling) mounted equipment (including conduit, raceways, boxes and devices) | | x |
| Inspection Services | | x | Terminal cabinets for any low voltage systems | | x |
| Complete SE/ME/EE assemblies for modular building | x | | Water chlorination testing | | x |
| Adapters to adapt downspouts to site rainwater system | | x | Plumbing waste and service tie-in from site to buildings | | x |
| Fire Rated Construction as required | x | | Any type of plumbing beyond 6" of building footprint | | x |
| Site work (anything outside of building footprint) | | x | Utility tie in of any kind (including downspouts, landing of electrical power in the panels, plumbing, low voltage and any other site connections to the building) | | x |
| Certified building pad | | x | Formal commissioning programs or checklists | | x |
| Under building drainage, or restoration of under building drainage after foundation work | | x | Re-keying | | x |
| Backfill around foundation (rough and finish) | | x | Fire extinguisher | x | |
| Utility location | | x | Signage (ENV provides restroom signage only) | | x |
| Compaction of earth (anywhere on site at any time) and testing of same | | x | Clock / speaker system (Other than electric rough-in by ENV) | | x |
| Spoils removal from site (including from foundation trenching) | | x | Cleaning (final cleaning including vacuuming and/or waxing of floors) | | x |
| Surveying of building corners or any other surveying including FF elevations etc | | x | Site access & Staging area | | x |
| Foundation design by SE of ENV building | | x | Walkways and pathways | | x |
| Foundation by Owner; includes poly vents, access grate well, embed weld plates, all inspections ENV excludes any and all items that the AOR has included in the draft building plans that would deviate from ENV's PC. | x | | | | |



SCOPE OF WORK 2.3.5

| Scope / Responsibility | Env | Owner | Scope / Responsibility | Env | Owner |
|--|-----|-------|---|-----|-------|
| HVAC System | x | | Low voltage systems (FA, Data, Phone, Security etc) | | x |
| Control systems of any type (electrical, lighting or HVAC) | | x | Open J-box cover plates | | x |
| HVAC condensate drains | x | | Portable toilets | | x |
| Site gear (anything not contained within the building footprint) including main switchboards, substations etc. | | x | Site power | | x |
| Ground rods or UFERS | | x | Fresh water | | x |
| Electrical tie-in from site to buildings panels | | x | Construction fencing / or other security | | x |
| Vandalism repair (including graffiti) | | x | Termite treatment | | x |
| Trench plates | | x | Overhead clearance (crane) | | x |
| Unobstructed site access | | x | SWPPP | | x |
| Punch list duration | | x | Dust control | | x |
| Certified payroll and payment of prevailing wage for specified work performed at the site (if required by law) | x | | Labor Union requirements or PLA = all work completed at the Factory is excluded. No exceptions. | x | x |
| Envioplex excludes all hard lid ceilings; hard lid deviates from PC. | x | | | | |
| Ceiling mount projector by Owner | | x | | | |

LITIGATION 2.4

In September 2018 a Plaintiff sued multiple defendants, which ultimately included Envioplex and the Folsom Cordova Unified School District in a personal injury lawsuit. The litigation was settled. The school district was not responsible for paying any sums to the plaintiff as part of the settlement.



UNIT PRICING 2.5

| WkSt# | Description | Basis | Qty. | Cost | Total |
|-------|--|--------|-------|-------------|---------------|
| 1000 | 24x40 Typical Classroom [With no floor Coverings: With Ceiling Tiles; LED light fixtures with dimming control; 9' floor to ceiling height in all modules; 2x4 fixed grid, lay in panel ceiling system (no suspension wires); (1) 3070 steel door w/Schlage lever hardware, (2) 8040 windows, (2) porcelain/steel marker boards, walls-full height tack board; (6) duplex receptacles; 4 Branch Circuits; (1) 125 amp single-phase panel; (1) 3.5 ton Bard wall mount HVAC with ducted air and programmable T-Stat; Standard bi-pitch roof design, approximately .25:12 dual slope, 5' overhang in front 2'6"rear overhang. | EA | 1 | \$62,048.31 | \$ 62,048.31 |
| 1006 | add 12x40 center module | EA | 5 | \$25,840.32 | \$ 129,201.60 |
| 1012 | 12x40 boy's / girl's restroom with staff room | EA | 1 | \$98,731.56 | \$ 98,731.56 |
| 1025 | Engineering and/or Design Expense (PC reuse; SE foundation design, review, stamp, signature of ENV produced drawings; drafting site-specific plans); DSA 1MR processing and scope of work (includes foundation batch mix and rebar submittal review/approval and (1) site visit in coordination with Owner's site IOR; SE signature for Architect's DSA package | Per hr | 40 | \$ 339.79 | \$ 13,591.60 |
| 2604 | Exterior 1-hr fire wall construction (adder) | Lft | 40 | \$ 155.75 | \$ 6,230.00 |
| 2901 | "Cool Roof" standing seam metal, (Solar White Kynar) or equal | Per sf | 3,840 | \$ 5.02 | \$ 19,276.80 |
| 3007 | 8x4 porcelain / steel markerboard | EA | 2 | \$ 353.44 | \$ 706.88 |
| 3015 | Blocking - IDF cabinet up to 24" wide x 32" high | EA | 1 | \$ 95.83 | \$ 95.83 |
| 3105 | 3070 steel door w/Schlage D95 lever hardware, Norton 7500 door closer | EA | 4 | \$ 2,016.66 | \$ 8,066.64 |
| 3110 | 3070 interior wood door in steel frame, solid core, paint finished | EA | 2 | \$ 1,356.66 | \$ 2,713.32 |
| 3115 | Panic hardware, Von Duprin or equal | EA | 4 | \$ 2,602.11 | \$ 10,408.44 |
| 3230 | Mini-blinds, Aluminum (Levelor 1" or equal) | EA | 6 | \$ 530.67 | \$ 3,184.02 |
| 3300 | 125 amp 1-phase panel | EA | 3 | \$ 813.38 | \$ 2,440.14 |
| 3408 | Lighted "Exit" sign (battery back-up) | EA | 4 | \$ 228.55 | \$ 914.20 |
| 3504 | GFI receptacle | EA | 10 | \$ 159.65 | \$ 1,596.50 |
| 3505 | Branch Circuit | EA | 1 | \$ 700.49 | \$ 700.49 |
| 3506 | Dedicated Circuit | EA | 3 | \$ 464.19 | \$ 1,392.57 |
| 3516 | N-light three way switching | EA | 4 | \$ 273.19 | \$ 1,092.76 |
| 4202 | Bard 3.5 ton WH, "Quiet Climate 1" wall hung heat pump w/CRV, 4 duct runs, programmable Thermostat | EA | 3 | \$12,034.75 | \$ 36,104.25 |
| 5010 | Drinking fountain, hi-low, SS, wall hung, ADA with Bottle Filler | EA | 1 | \$ 6,262.16 | \$ 6,262.16 |
| 5202 | Hose bib | EA | 1 | \$ 682.69 | \$ 682.69 |
| 5203 | Hose bib, recessed (wall hydrant) | EA | 1 | \$ 1,316.50 | \$ 1,316.50 |
| 5253 | Eye wash, sink mounted | EA | 2 | \$ 1,356.66 | \$ 2,713.32 |
| 5257 | Single-hole top-mount sink for single-hole faucet, stainless steel, acid resistant enamel finish | EA | 5 | \$ 3,011.42 | \$ 15,057.10 |
| 5259 | Epoxy top, black, per lf | EA | 145 | \$ 916.67 | \$ 132,917.15 |



UNIT PRICING 2.5 CONTINUED

| WkSt# | Description | Basis | Qty. | Cost | Total |
|-------|--|--------|-------|--------------|--------------|
| 5703 | Burke 6" Vinyl - Roll @ 100' lengths | EA | 512 | \$ 6.52 | \$ 3,338.24 |
| 6002 | Forbo Marmoleum (20x20 tiles) | Per sf | 3,360 | \$ 13.33 | \$ 44,788.80 |
| 6100 | Armstrong Connection Corlon | Per sf | 480 | \$ 12.33 | \$ 5,918.40 |
| 6510 | 102 36x34x24 double door | EA | 51 | \$ 1,134.63 | \$ 57,866.13 |
| 6521 | 153 36x34x24 ADA sink base | EA | 5 | \$ 1,232.16 | \$ 6,160.80 |
| 6578 | 302 36x18x12 wall hung/2 door | EA | 21 | \$ 685.98 | \$ 14,405.58 |
| 6625 | Finished end panels | EA | 23 | \$ 174.60 | \$ 4,015.80 |
| 1026 | Ceiling mounted power reels | EA | 16 | \$ 630.50 | \$ 10,088.00 |
| 1026 | Instructor's demonstration table 6' ADA compliant w/sink and power | EA | 2 | \$ 10,254.40 | \$ 20,508.80 |
| 1 | Labor to close out site in compliance with District's PLA | hour | 40 | \$ 110.00 | \$ 4,400.00 |
| 2 | On-Site Labor (plumbing close-out) | hour | 60 | \$ 268.00 | \$ 16,080.00 |
| 3 | Crane (required for concrete foundations) | hour | 8 | \$ 1,500.00 | \$ 12,000.00 |
| 4 | Delivery | floor | 8 | \$ 5,000.00 | \$ 40,000.00 |
| 5 | Installation | floor | 8 | \$ 3,850.00 | \$ 30,800.00 |
| 6 | Bond | | | \$ | \$ 7,383.02 |
| 7 | Estimated Tax (40% of local tax) | | | \$ | \$ 22,500.63 |

| | |
|--------------------------|----------------------------|
| Total | \$ 866,905.02 |
| Owner Contingency | \$ <u>75,000.00</u> |
| Grand Total | \$ 941,905.00 |

Notes:

- 1 Enviroplex excludes all hard lid ceilings, specifically the restroom module per the RFP/Q. Enviroplex has a fixed grid ceiling system, structural members per the PC that the ceiling tiles lay into. This system is superior to other manufacturers; the fixed grid, or 'hat channels', give Enviroplex buildings a 9' finished floor to ceiling height vs. our competitors whose standard is 8'6".
For safety and enhanced sound attenuation, Enviroplex will run the restroom's interior walls full height, up to the roof deck and will include additional sound batts.
- 2 Foundation design charges include Structural engineering, review and stamp for DSA approval.
- 3 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 and/or if the District doesn't remedy the known soils conditions as stated in the RFQ/P.
- 4 Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. **The SE's charges are included with this Proposal.**



PERFORMANCE BOND
DOCUMENT 00 61 00

Premium: \$7,151.00

Bond Number: 024256793

KNOW ALL MEN BY THESE PRESENTS that we, Enviroplex, Inc., as Principal, and Liberty Mutual*, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Nine Hundred ** Dollars (\$ 941,905.02) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated February 23, 2023, for construction of

Roosevelt Middle School Modernization Project, located at 1926 19th Ave., Oakland, CA 94606, which consists of but not limited to: to provide and install a 3360 SF Modular Building (40ft. x 84ft.) consisting of two science classrooms, one shared storage room and one modular Restroom (40 ft. x 12ft.) for boys, girls and staff and to include off-site fabrication, delivery and on-site installation, for the **Roosevelt Middle School Modernization Project. (the "Contract").**

*Insurance Company **Forty-One Thousand Nine Hundred Five and 02/100

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said 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 or the specifications accompanying the same, 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 terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 23rd day of February, 20 23,

hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)



(Individual Principal)

(Business Address)

(Affix Corporate Seal)

Enviroplex, Inc.
(Corporate Principal)

By: _____
4777 E. Carpenter Road
Stockton, CA 95215
(Business Address)

(Affix Corporate Seal)

Liberty Mutual Insurance Company
(Corporate Surety)

790 The City Drive South, Suite 200
(Business Address)

Orange, CA 92868

By: 

Edith Garibay, Attorney-in-Fact



The rate of premium on this bond is First \$500k at \$9 per thousand.***
***Next \$441,905 at \$6 per thousand.

The total amount of premium charged is \$7,151.00.

The above must be filled in by Corporate Surety.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Orange)

On 01-18-2023 before me, KASSANDRA DE LEON, NOTARY PUBLIC,
(here insert name and title of the officer)

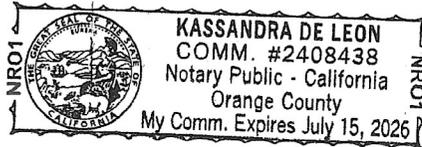
personally appeared EDITH GARIBAY -----

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

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

WITNESS my hand and official seal.

Signature 
KASSANDRA DE LEON, NOTARY PUBLIC



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

| Additional Information |
|---|
| Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) |
| Notarial event is detailed in notary journal on: Page # _____ Entry # _____ |
| Notary contact: _____ |
| Other <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> _____ |

Premium: Included in Performance Bond.

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 024256793

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Enviroplex, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

Roosevelt Middle School Modernization Project, located at 1926 19th Ave., Oakland, CA 94606, which consists of but not limited to: to provide and install a 3360 SF Modular Building (40ft. x 84ft.) consisting of two science classrooms, one shared storage room and one modular Restroom (40 ft. x 12ft.) for boys, girls and staff and to include off-site fabrication, delivery and on-site installation.

Which said agreement dated February 23, 2023, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Liberty Mutual Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Nine Hundred Forty-One Thousand Nine Hundred Five* Dollars (\$ 941,905.02) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

*and 02/100

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon

this bond, will pay costs and reasonable attorney's fees 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 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 effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 18th day of January, 2023.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Enviroplex, Inc.
Principal
4777 E. Carpenter Road
Stockton, CA 95215

By: [Signature]

Liberty Mutual Insurance Company
Surety
790 The City Drive South, Suite 200
Orange, CA 92868

By: [Signature]
Edith Garibay, Attorney-in-Fact



The above bond is accepted and approved this ____ day of _____.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
 County of Orange)

On 01-18-2023 before me, KASSANDRA DE LEON, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared EDITH GARIBAY -----

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

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

WITNESS my hand and official seal.

Signature



KASSANDRA DE LEON, NOTARY PUBLIC



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

| Additional Information | |
|--|--|
| Method of Signer Identification | |
| Proved to me on the basis of satisfactory evidence: | |
| <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) | |
| Notarial event is detailed in notary journal on: | |
| Page # _____ | Entry # _____ |
| Notary contact: _____ | |
| Other | |
| <input type="checkbox"/> Additional Signer(s) | <input type="checkbox"/> Signer(s) Thumbprint(s) |
| <input type="checkbox"/> _____ | |



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.

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

Certificate No: 8205133-024013

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edith Garibay, Eugene T. Zondio, Kim E. Heredia

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-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 thereto this 1st day of April, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ^{SS}

On this 1st day of April, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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-in-fact 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 obligations.

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 18th day of January, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

GENERAL CONDITIONS

1. PRE-CONSTRUCTION:

- **Shop Drawings:** Enviroplex shall submit shop drawings depicting floor plans, elevations, window and door size and locations, lighting and electrical device locations, low voltage infrastructure locations, HVAC system locations and duct pathways, casework, plumbing fixtures and all general accessories including fire extinguishers, marker boards, TV brackets, restroom accessories, etc. Enviroplex's shop drawings shall supersede the DSA approved drawings except for any items related to structural design, fire/life safety and ADA access. Approval of shop drawings is required not later than two weeks after submission. Enviroplex requires approval of shop drawings prior to initiation into production. Delayed approval will result in a change to the project schedule, unless otherwise agreed to by Enviroplex. Requested additions and/or deletions to Enviroplex's shop drawings will be agreed to by change order if necessary.
- **Submittals:** Enviroplex shall submit material submittals for all categories within the project including interior finishes, HVAC, doors and door hardware, windows, lighting and electrical, building accessories, restroom accessories, plumbing fixtures, exterior finishes and paint colors. Approval of submittals is required not later than two weeks after submission. Enviroplex requires approval of submittals prior to initiation into production. Delayed approval will result in a change to the project schedule, unless otherwise agreed to by Enviroplex. Requested additions and/or deletions to Enviroplex's submittals will be agreed to by change order if necessary.
- **IMR: Owner/Architect will coordinate with the ENV Structural Engineer to perform the onsite DSA 1-MR process.**
- **C/O – Addition or deletion of project scope by OWNER must be performed by ENV without a signed and agreed upon change order document, but ENV may seek additional compensation by submitting a change order or claim pursuant to the contract.**

2. SITE, STAGING AND DELIVERY:

- **Staging:** OWNER to provide adequate level staging area for the modules within the boundaries of the project site or OWNER coordinated area within a quarter mile of the project site.
- **Site & Staging Access:** OWNER to provide the proper site access to Enviroplex for installation of the modular building. OWNER will provide a clear or protected pathway from the project entrance to the modular building during the entire project duration. Exceptions to this must be coordinated with Enviroplex and the OWNER. The OWNER must provide at least a 50-foot buffer from one side and one end of the building with a surface suitable for trucking and crane use during the approved installation dates. Enviroplex will coordinate and advise of any potential conflicts. Enviroplex is not responsible for protection of utilities or equipment, trench plates, encroachment permits, tree or limb removal, fence removal, grading or soil compaction etc. in the pathway or the buffer zone. Enviroplex not liable for damage to grass, sprinkler systems, asphalt, concrete or any OWNER surface if access requires traversing these surfaces.
- **Crane:** Project sites that require a crane reach that exceed 40' - 45' radius, will be at an additional cost or change order by OWNER.
- **Concrete:** Enviroplex shall utilize any concrete protection the OWNER provides, but concrete is prone to breakage under heavy truck traffic regardless of protection. OWNER will be responsible and repair any damage to concrete incurred during building construction due to inadequate protection that is within the approved building access pathway or buffer zone; ENVIROPLEX shall be responsible for any other damage. This includes sidewalks, curbs, driveways etc.
- **Overhead safety/Clearance at Project Site:** OWNER to ensure no overhead obstructions, notably live power wires, inhibit safe operation of a crane during installation. Any power wires closer than 10' (typically) to the crane boom during any portion of crane operation must be de-energized by the OWNER. Any wires of any type that hang lower than 17'6" are at risk and are the responsibility of the OWNER to make the area accessible. Enviroplex is not liable for damage.
- **Overhead Clearance to Project Site:** Enviroplex will make every attempt to determine adequate height routes to the project site, but overhead clearances on the construction site or entrance to the site must be at least 17' from top or grade or coordinated with Enviroplex before shipment. It is the responsibility of OWNER to make sure the buildings have proper height clearances or will make appropriate adjustments at their own expense.

3. FOUNDATION AND BUILDING PAD PREPARATION:

- **Concrete Foundation (if required):** OWNER to provide properly prepped site per the project specifications & drawings. This will normally consist of a 27" deep (below grade) certified level pad for modular building concrete stem-wall foundation to be constructed within. At the lowest foundation embedment depth, OWNER to provide subgrade to meet the minimum compaction/bearing capacity per the approved drawings & specifications. Pad to be over excavated 3' minimum beyond building footprint on all sides to allow for foundation work. Enviroplex will move spoils from its trenching operation within the pad to a pile outside of the foundation pad. Haul-off of all spoils including spoils from foundation footing trenching will be by the OWNER. Backfilling the over excavated area after buildings are set is to be by the OWNER. NOTE: 27" deep excavation facilitates the minimum 18" crawlspace.
- **Wood Foundation (if required):** (2) layer wood foundation quoted. This, plus our building's 9" bottom beam, elevates the building to 12" above grade. Wood foundation as quoted requires level pad, 1000 PSF bearing. Departures from this may require CO. For any wood foundation installation, the transport truck must be able to park over desired building footprint and pull straight off of pad until trailer clears building. If crane is needed because of site access issues, it would be by CO. Pressure treated (Green) lumber is used for bottom layer of foundation only.
- **Weatherization:** If construction of the foundation is to be conducted during periods of rain, ENV will only proceed with the foundation after a weatherization plan is established and costs approved by change order to the OWNER. Any additional measures or repairs will be coordinated and approved by change order to the OWNER.
- **Utility Location:** OWNER will be responsible for identifying and marking all existing utility locations within and around the foundation certified pad. ENV will have no responsibility for repairs of any system.
- **Fire Sprinklers:** ENV to construct fire riser on the OWNER provided flanged stub that is a minimum of 6" above the finish grade. Before erection of the fire riser, OWNER must provide certification for flushing of the fire line.
- **Drainage:** Gutters and downspouts are by Enviroplex. Downspout transitions and tie-ins are by OWNER. OWNER is responsible for installing storm drain tie-ins or point of connection (P.O.C.) for downspouts. OWNER to coordinate locations of P.O.C. with Enviroplex for proper alignment and finish height of P.O.C. installed by OWNER. Crawl-space drains are by OWNER.
- **Polyvents and Access wells:** OWNER to provide finish grade elevation marked on the building or foundation before construction of the access well or installing the polyvents. If no marks are provided, the access wells and/or polyvents will be installed at finish floor elev.
- **Storm Water Pollution Prevention Plan (SWPPP):** Maintaining and administering a SWPPP program is by OWNER. If conditions on site are muddy or questionable, site work and access will be coordinated with the OWNER.
- **Dust Control:** Dust control measures and documentation are by OWNER.

- **Survey:** Surveying of building foundation corners and finish floor elevations will be by the OWNER.
- **Fencing:** Fencing is by the OWNER.
- **Hygiene:** OWNER to provide adequate portable toilets & hand washing stations for Enviroplex workers on site.
- **Water Sterilization:** Any water sterilization or testing to be performed by others.

4. ELECTRICAL, LOW VOLTAGE AND UTILITY TIE-INS:

- **Low Voltage:** Low Voltage systems specifically excluded from the Enviroplex scope include but not limited to fire alarm, security, access control, lighting control, data, and phone. Wiring, systems components, boxes and conduits or any material and/or labor to install these components are excluded, except as noted in the following: Enviroplex will provide only utility boxes and associated conduit in the walls and, in the case of floor boxes, within the crawl space as depicted on the approved Enviroplex shop drawings. The OWNER is responsible for reviewing and verifying the Enviroplex drawings. Low Voltage boxes/conduits provided by Enviroplex will terminate in the attic space as a stub-up 2" from top of wall. All cable raceways, grommets or hangers for devices, boxes, conduit or wiring within the ceiling and/or attic space, is by OWNER. All specialized boxes unless noted in the ENV proposal are by OWNER.
- **Electrical Panels:** Building main panel electrical systems/conduit provided by Enviroplex Inc will include only the main panel and a conduit stubbed out with an exterior threaded connection. The electrical service within the building is by Enviroplex. Main panel service side underground conduit and connection, site electrical equipment, cable, hookup, grounding and testing are by the OWNER. Building main electrical panel grounding is by the OWNER. If routing of electrical conduits under the foundation is required, the OWNER must provide appropriate penetrations through the foundation as provided by the Enviroplex plans.
- **Sewer & Water utility tie in:** All wet utility tie in is by OWNER. Enviroplex utility piping will terminate 6" from the foundation face and will exclude any metering, backflow devices or and OWNER regulating devices, equipment or improvements.
- **Gas Utility tie in:** Building gas piping will be stubbed out of the building exterior finish approximately 2" for OWNER tie in. ENV does not supply the regulator, seismic cutoff or any other materials or labor.

5. INTERIOR FINISHES AND PUNCH LIST

- **Flooring:** The flooring must be installed last during the building site work phase. Any damage occurring to the flooring caused by work of the OWNER continuing after floor install will be the responsibility of the OWNER. Additionally, buildings must have the electrical service operational prior to finish flooring installation. Defects arising from early installation of flooring are the responsibility of the OWNER.
- **Blocking & backer boards:** Only devices or objects specifically indicated on the Enviroplex plans will have mounting blocking installed in the walls. Coordination of additional blocking must be made prior to commencement of production of the units. This includes projectors, projection screens, paper dispensers, future items etc. Any OWNER blocking must be coordinated with Enviroplex Inc. and will be paid through a change order. **Signage:** All interior and exterior building signage is provided and installed by the OWNER
- **Keying:** All keyed cylinders and keying is by OWNER.
- **Door Hardware Locksets:** Door hardware locksets will be provided per approved submittals. Changes made to door hardware locksets after approval will be at additional cost by OWNER.
- **Structural Beam Penetrations:** Beam penetrations may only be made per locations indicated on Enviroplex plan details 1 & 6/S3, S3A, or S3D. Beam penetrations that deviate from these locations will result in additional cost, and or change order by the OWNER.
- **Vandalism:** Enviroplex will not be responsible for damage to modules resulting in vandalism, once modules are delivered, and staged on site.
- **Site Security:** To be provided by OWNER/DIST./GC
- **Cleaning:** Enviroplex will perform scrap out and light sweep of building. Cleaning, dusting, floor prep, floor wax, wiping windows, vacuuming and any OWNER tasks related to preparation for occupancy is by OWNERS.
- **Punch list:** Enviroplex requires at least two calendar weeks of normal workday access between OWNER or representative punch-list generation and building occupancy.



GLOBMOD-01

SCAMPIOTTI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2022

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).

| | | | |
|--|---|-------------------------------|--------|
| PRODUCER Rico Pfitzer Pires and Associates Insurance P.O. Box 129 Gustine, CA 95322 | CONTACT NAME: Susan M. Campiotti | | |
| | PHONE (A/C, No, Ext): (209) 856-8832 | FAX (A/C, No): (209) 854-2520 | |
| | E-MAIL ADDRESS: scampiotti@rppins.com | | |
| INSURED Global Modular Inc 1120 Commerce Ave #25 Atwater, CA 95301 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : General Security Indemnity Company of Arizona | | 20559 |
| | INSURER B : United Financial Casualty Co. | | 11770 |
| | INSURER C : United Specialty Ins. Co | | 12537 |
| | INSURER D : Westchester Surplus Lines Ins | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | GSA4639118378 01 | 7/27/2022 | 7/27/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 08216691-4 | 9/28/2022 | 9/28/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | BTN2229121 | 7/27/2022 | 7/27/2023 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 OTHER: \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N | N / A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| D | Pollution | | | G71792663003 | 3/11/2022 | 3/11/2023 | Each Incident/Agg. 2,000,000 |
| D | Pollution | | | G71792663003 | 3/11/2022 | 3/11/2023 | Aggregate 2,000,000 |

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

CERTIFICATE HOLDER

CANCELLATION

Global Modular Inc
1120 Commerce Ave # 25
Atwater, CA 95301

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

Susan Campiotti



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|--|-------------|------------|
| Project Name | Roosevelt Middle School Modernization Project | Site | 212 |
|---------------------|--|-------------|------------|

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

| | |
|----------------------|---|
| Attachment Checklist | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|----------------------|---|

Contractor Information

| | | | | | | | |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | Enviroplex, Inc. | Agency's Contact | Carl Yeremian | | | | |
| OUSD Vendor ID # | 008214 | Title | Project Manager | | | | |
| Street Address | 4777 E. Carpenter Road | City | Livermore | State | CA | Zip | 94550 |
| Telephone | 916-254-9446 | Policy Expires | | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 19101 | | | | | | |

Term of Original/Amended Contract

| | | | |
|---|-----------|--|-----------|
| Date Work Will Begin (i.e., effective date of contract) | 2-23-2023 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 5-31-2024 |
| | | New Date of Contract End (If Any) | |

Compensation/Revised Compensation

| | | | |
|--|--------------|---|----|
| If New Contract, Total Contract Price (Lump Sum) | \$941,905.00 | If New Contract, Total Contract Price (Not To Exceed) | \$ |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Change in Price | \$ |
| Other Expenses | | Requisition Number | |

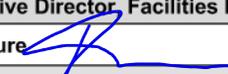
Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Resource # | Funding Source | Org Key | Object Code | Amount |
|------------|--------------------|--|-------------|--------------|
| 9655/9787 | Fund 21, Measure Y | 210-9655-0-9787-8500-6250-212-9180-9906-9999-19101 | 6250 | \$941,905.00 |

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

| | | | | | |
|----|---|---|---------------|------------|--------------|
| | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| 1. | Executive Director, Facilities Planning and Management | | | | |
| | Signature  | for Kenya Chatman | Date Approved | 1/27/2023 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature  | Lozano Smith, approved as to form (limited) | Date Approved | 1/27/23 | |
| 3. | Deputy Chief, Facilities Planning and Management | | | | |
| | Signature  | | Date Approved | 1/27/2023 | |
| 4. | Chief Financial Officer | | | | |
| | Signature | | Date Approved | | |
| 5. | President, Board of Education | | | | |
| | Signature | | Date Approved | | |