



Element Education

Special Governing Board Meeting

Published on August 4, 2026 at 8:34 AM PDT

Date and Time

Thursday August 6, 2026 at 12:30 PM PDT

Location

1441 Montiel Road #145
Escondido, CA 92026

The Governing Board ("Board") will assemble in person at 1441 Montiel Road, Ste 145, Escondido, CA 92026. Employees of Element Education who will be presenting and anyone wishing to speak during public comment may do so in person or via the MS Teams platform by clicking on the link provided below.

Members of the public who wish to comment during the Board meeting may complete the [Public Comment Speaker Card](#). In general, individual speakers are permitted three minutes to address the Board on each agenda or non-agenda item. The Board will limit the total time for public input on each item to 15 minutes per side (approve/deny) of the topic. In exceptional circumstances, the Board President may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be made equitably to allow for a diversity of viewpoints. The President may also stipulate that speakers not repeat arguments already made by other speakers to allow for broader range of input.

[Digital Sign- In Sheet](#)

[Join the Meeting: Use this Link to log on.](#)

1441 Montiel Road #145
Escondido, CA 92026

PURPOSE

The purpose of Element Education, Inc. (EEL) is to develop and operate charter schools which create avenues for “new instruction, new management, and new governance in public schools.” The organization operates from a place of Servant Leadership in supporting the elements of personalized learning.

VISION

The vision of EEL is to create model programs for deep and meaningful learning and attract and develop innovative and effective educators who instill the mindset and skills for developing agency in, and ownership of, life-long learning.

MISSION

The mission of its schools and programs is to promote a culture of mastery, autonomy, and purpose for all stakeholders through personalized learning plans developed with insight and experience of learning styles, appropriate resources, and learning networks for success in work, life, and citizenship.

Agenda

	Purpose	Presenter
I. Opening Items		
A. Call the Meeting to Order		
B. Record Attendance		
C. Pledge of Allegiance		
D. Public Comment		
To participate in the "Public Comment" portion of our meeting, you may use the Speaker Card. As you are writing your comment, please keep in mind that the three-minute time limit still applies to all comments, even if they are being read by someone else. Public comments at Special Meetings are limited to items listed on the agenda, in accordance with Government Code § 54954.3(a) and § 54956.		
E. Approval of Agenda	Vote	
II. Action Items		
A. Consideration of Contract with Molinar Construction	Vote	Terri Novacek
III. Next Meeting		
August 28, 2026		

	Purpose	Presenter
Administrative Offices 1441 Montiel Road #145 Escondido, CA 92026 11:30 AM Closed Meeting 12:00 PM Public Meeting		
IV. Closing Items		
A. Adjourn Meeting	Vote	Chris Nunley

Brown Act Compliance

This agenda was posted in accordance with the requirements of the Ralph M. Brown Act and California Government Code Section 54954.2.

Disability Access

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in this meeting, please contact Element Education, Inc. at least 48 hours before the meeting so that reasonable arrangements can be made to ensure accessibility. Contact Susan Michaels at 760-703-9997 or smichaels@myelement.org if you should need any special accommodations.

Agenda Materials

Copies of the agenda and supporting materials are available for public review at the Administrative Office located at 1441 Montiel Road, Suite 143, Escondido, CA 92026, and may also be available on the organization’s website. Contact Susan Michaels at smichaels@myelement.org.

Coversheet

Consideration of Contract with Molinar Construction

Section: II. Action Items
Item: A. Consideration of Contract with Molinar Construction
Purpose: Vote
Submitted by: Doug Miller
Related Material: Molinar.pdf
Midway_Dimensions-_V2.2_2026.07.21.pdf

BACKGROUND:

The Midway campus serves as the replacement location for Dimensions following the expiration of the Broadway campus lease on June 30, 2026. The lease for the Midway campus commenced on July 1, 2026, requiring tenant improvements to prepare the facility for occupancy and school operations this school year.

RECOMMENDATION:

Staff recommends Board approval of a construction contract with Pacifica Innovative Contracting Services, dba Molinar Construction, in the amount of \$224,759.15 to complete tenant improvements at the Midway Dimensions Collaborative School campus located at 1140 N. Midway Drive, Escondido. The project includes required site improvements, ADA accessibility upgrades, HVAC replacement, electrical and fire alarm system installations, plumbing modifications, and other building improvements necessary to prepare the facility for school operations. The contract provides for a stipulated sum with payment based on project progress, requires Board-approved change orders for any modifications to the scope, cost, or schedule, and includes a one-year workmanship warranty upon completion.

\$25,000.00 of the HVAC costs will be reimbursed over the ten year term of the lease as a credit against the rent due that month.

Financial Impact: \$224,759.15 less \$25,000.00 HVAC credit over term of the lease.

CONSTRUCTION WORK CONTRACT

THIS CONSTRUCTION WORK CONTRACT ("Contract") is entered into as of this **24th** day of **July, 2026**, by and between **Element Education**, ("Owner") and **Pacifica Innovative Contracting Services, dba Molinar Construction** (the "Contractor").

RECITALS

A. WHEREAS, Owner has need for construction services to be performed in connection and accordance with approved general contractor's itemized proposal at the property located at 1140 N. Midway Drive, Escondido, CA 92027 (the "Property");

B. WHEREAS, the Contractor has indicated it is willing and qualified to provide such services in connection with this Contract; and

ARTICLE 1. CONTRACT TERMS

1.1 Contractor Proposal. The Contractor's proposal which includes a breakdown of applicable costs by scope of work, is attached as Exhibit A hereto (the "Contractor's Proposal") in the stipulated sum of Two Hundred Twenty-Four Thousand, Seven Hundred Fifty-Nine Dollars and 15/100 [\$224,759.15].

1.2 Scope of Work.

(a) The Contractor shall perform the work set forth in the Scope of Work attached as Exhibit A (the "Work"). The Work shall include all labor, material, equipment, and services required to fulfill the Contractor's obligations under this Contract.

(b) It is the intent of the Scope of Work to describe a functionally complete project, based on and limited to the Project Plans entitled "Acension Lutheran Church", prepared by WEST COAST DESIGN & CONSULTING, INC., dated March 17, 2026 (the "Plans"), which are incorporated herein by reference and made a part of this Contract. The Work shall be constructed in accordance with the requirements of this Contract and said Plans. Any work, materials, or equipment that may reasonably be inferred from the requirements of the Contract, the Plans, or prevailing custom or trade usage as being necessary to produce the intended result shall be furnished and performed by the Contractor as specifically identified in Exhibit A. Any revisions, additions, modifications, clarifications, supplemental drawings, or other design documents issued after March 26, 2026, that affect the Contractor's scope of work, cost, means and methods, or schedule shall be considered a change in the Work and shall be subject to a written Change Order. The Contractor may make substitutions only with the consent of the Owner and Designer.

Wherever in the Scope of Work, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the following general specifications shall apply. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first- class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work for which no detailed specifications are set forth herein shall conform to the usual standards for first-class work of the kind required. Contractor shall specify in writing to the Owner and the Designer the materials to be used or work to be performed under this section no later than five (5) business days from furnishing such materials or performance of such work.

13 Contract Sum. In connection with providing the Work, the Contractor shall be compensated in the manner and in the amount set forth in Exhibit A, which provides for the Work be done as a stipulated sum as set forth in Exhibit A, subject to modification pursuant to Section 3.4 below (the "Contract Sum").

Contract Time. The time of this Contract shall commence as of the date provided by a Notice to Proceed from the owner (the "Commencement Date"). Contractor shall diligently prosecute the Work to completion and shall "substantially" complete the Work not later than 08/04/2026. (the "Contract Time"). Work shall be deemed substantially complete upon inspection and sign off by owner pursuant to Section 4.1 below. An extension to contract time may be effective pursuant to a Change Order in accordance with Section 3.4 below.

14 Exhibits. The Following documents are attached as Exhibits to this Contract and are incorporated in by this reference:

- (a) Exhibit A: Contractor's Proposal/ Scope of Work.
- (b) Exhibit B: Contractor's Evidence of Insurance.

ARTICLE 2. PERFORMANCE OF THE WORK

2.1 Investigation of the Property. The Contractor warrants and represents that, prior to the commencement of the Work it has (i) made an inspection of the existing conditions of the Property and utility connections to the Property, (ii) taken field measurements of any necessary existing conditions, and (iii) examined the Scope of Work. The Contractor shall perform such inspections, examinations, and take such measurements as warranted during the performance of the Work. The Contractor shall promptly report in writing to the Owner any discovered condition, defects, errors, ambiguity or discrepancy which Contractor may discover

as a result of its preconstruction inspection and inspections performed during the performance of the Work, and shall obtain a written interpretation or clarification from the Owner and Designer, if any, before proceeding with any Work affected thereby.

2.2 Supervision of the Work. The Contractor shall perform the Work as instructed by Owner, and to the extent applicable, the Designer; provided, however, the Contractor shall be solely responsible for, and have control over, the methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

2.3 Permits. It is the Owner's sole responsibility to pay any/all required building or other permits, fees, licenses, and inspections and/or 3rd party inspectors necessary for the proper execution and completion of the Work. Further, in the event the city or any other governing municipality directs Owner and/or Contractor to stop work and obtain the proper permits, Owner shall not withhold money or payments due to Contractor for work commenced and completed at the time the notice was issued.

2.4 Use of the Property.

(a) Equipment. The Contractor shall make every effort confine operations within the suite and to areas allowed and indicated by Owner, and shall not unreasonably encumber the Property with materials or equipment to the extent reasonably possible. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Property by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Property. Protection of construction materials and equipment stored at the Property from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor.

(b) Access. The Contractor shall ensure that the Work is performed in a manner that affords reasonable and safe access, both vehicular and pedestrian, to the site of the Work and all adjacent areas including necessary emergency ingress and egress. The Work shall be performed, to the fullest extent reasonably possible, in such manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions. Vehicle access shall only be along public and private roads and any parked vehicles shall not obstruct tenant and guest parking areas. Owner understands that Contractor's work will generate various levels of noise that may be of nuisance to the Owner's operations since Owner is occupying the premises that the work is being performed in.

(c) Other Tenants. The Contractor acknowledges that Other Tenants shall be occupying the Building while the Contractor is performing the Work. The Contractor shall take all necessary precautions to ensure that the Work is performed in such a manner so as not to endanger, threaten, or impair the safety of other Tenants or the Owner's employees or to materially interfere with Tenant's reasonable use and access to the Property, and shall construct and maintain reasonable safeguards as required by the condition and progress of the

Work. Contractor shall take all reasonably available efforts to eliminate unnecessary noise, dust, or obstructions during the performance of the Work. Contractor shall ensure that all subcontractors are aware that the Property will be occupied during the performance of the Work and shall require in all subcontracts that subcontractors take necessary safety precautions when performing work on the Property including proper handling, treating and disposing of any potentially hazardous materials found on the Property.

(d) Protection of Work Area. The Contractor shall take care to protect the premises surrounding the Work areas including but not limited to existing utilities, equipment, vegetation, interior flooring and walls to the extent impacted by the performance of the Work and shall utilize protective coverings as appropriate. Contractor shall be responsible for repairing any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary work performed and charge the cost to the Contractor.

(e) Cutting and Patching. If applicable, The Contractor shall be responsible for any cutting, fitting or patching required to complete the Work, or to make its parts fit together properly. New work which connects to existing work shall correspond in all respects with that to which it connects; provided, however, such new work shall be in compliance with all current code requirements and shall comply with the Scope of Work. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors, or void any of Owner's existing warranties, by cutting, patching or otherwise altering such construction, or by excavation.

Site Clean-Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. The Contractor shall perform daily clean-up of the site of all construction materials, dust and debris. Special consideration shall be given to any materials posing a hazard to the residents of the Property. At completion of the Work, the Contractor shall remove from and about the Property waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material. If applicable, the Contractor shall clean all glass, replace all broken glass, remove stains, spots, dust and dirt from finished surfaces; clean all hardware; remove extraneous paint and smears from surfaces; clean all fixtures and wash all concrete but only to the extent the need for such work was caused by Contractor.

2.1 Safety. The Contractor shall be solely responsible for providing safe conditions for the performance of the Work.

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

(b) The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(1) Employees at the Property and other persons who may be affected thereby;

(2) The materials and equipment to be used in connection with the performance of the Work, whether in storage on or off the site, under care, custody or control of the Contractor; and

(3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

(c) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(d) The Contractor shall erect and maintain, as required by existing conditions and performance of this Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the residents of the Property and owners and users of adjacent sites and utilities.

(e) When use or storage of explosives or other Hazardous Materials (as defined below) or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. "Hazardous Material" shall mean hazardous material or substance as defined by the Federal Comprehensive Response Compensation, and Liability Act of 1980, as amended from time to time, including but not limited to asbestos.

(f) The Contractor shall promptly remedy damage and loss to property to the extent caused in whole or in part by the Contractor, or by anyone for whose acts it may be liable, except damage or loss attributable to acts or omissions of Owner or anyone directly or indirectly employed by it, or by anyone for whose acts Owner may be liable, and not attributable to the fault or negligence of the Contractor.

(g) The Contractor shall not load or permit any part of the Work or site to be loaded so as to endanger its safety.

(h) When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Improvements, as necessary, from injury by any cause.

(i) The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work that caused death, serious personal injury, or serious property damage (other than the demolition of the Improvements on the Property), giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

2.5 Hazardous Materials.

(a) Contractor shall not permit any hazardous material or substance to be brought to or used on the site except to the extent such hazardous material or substance is necessary to and customarily used in the construction of projects like the Work. Any Hazardous Material brought or used on the site by the Contractor, any subcontractor, any material supplier, or any entity for whom any of them is responsible, shall be used, stored and disposed of in compliance with all applicable laws related to such hazardous materials or substances. Any damage to the property resulting from the improper storage or use of hazardous materials or substances shall be remedied by the Contractor at its sole cost and expense in accordance with applicable laws. The Contractor shall provide the Owner notice of any release of hazardous materials or substance at the site. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the site by the Contractor, any subcontractor, any material supplier, or any entity for whom any of them is responsible.

(b) If Contractor's scope of work includes the off-haul of contaminated soil, hazardous materials (including asbestos) remediation, lead-based paint removal, or mold remediation, Contractor shall comply with the requirements of all applicable federal, state and local laws in the removal, transportation and disposal of the materials. Contractor shall obtain all necessary permits for any contaminated soil or hazardous materials or mold removal work. Contractor shall ensure that any subcontractor performing any removal or remediation work possesses the necessary expertise, insurance and licenses. All contaminated and hazardous material shall be transported to an appropriately permitted facility. The Contractor shall and shall cause any subcontractors performing the removal and remediation work to take all necessary safety precautions during the performance of the work including but not limited to necessary protection of surrounding areas to prevent the spread of contamination, and the protection of workers performing the removal and remediation work.

ARTICLE 3. PAYMENT; CHANGE IN WORK

3.1 Progress Payments

(a) Payment Applications

Contractor shall submit Payment Applications at intervals consistent with the progress of the Work, but no more frequently than weekly. Each Payment Application shall cover Work performed through the date of submission and shall include:

- (1) value of Work completed during the current period,
- (2) amount currently due,
- (3) total amount billed to date, and
- (4) remaining balance to complete.

Payment Applications shall be prepared in a clear and reasonably detailed format:

(b) Payment Schedule

Owner agrees to make payments to Contractor as follows:

Deposit:

Fifty percent (50%) of the Contract Sum shall be due and payable upon execution of this Agreement.

Milestone Payments:

Progress payments shall be based and submitted on weekly basis and based on completion of scopes and will be billed out accordingly thru the short duration of project up to 95% of contract value.

Retention:

Five percent (5%) retention shall be withheld as final payment. Retention shall be released upon completion of the Work, subject to completion of punch list items and submission of required closeout documentation.

(c) Time for Payment

Owner shall make payment on all undisputed amounts within five (5) days after receipt of a complete and accurate Payment Application.

(d) Withholding of Payment

Owner may withhold payment only to the extent reasonably necessary to protect against defective Work, incomplete Work, or material noncompliance with the Contract. Owner shall provide written notice specifying the reason for any withheld amounts.

(e) Final Payment

Final payment shall be due upon completion of the Work, resolution of all punch list items, and submission of final lien waivers and closeout documents.

3.2 Lien Releases.

If requested by Owner, the Contractor shall furnish Owner with a waiver and release from subcontractors (and from any material person, if applicable) in such form as is acceptable to Owner, upon receipt of (and as a condition precedent to receiving payment for the Work pursuant to the terms of Section 3.1 above). The waiver and release forms to be submitted when the Contractor requests payment for the Work shall include the following:

3.3 Changes in Work. The Owner, without invalidating the Contract, may from time to time, order changes in the Work to be performed under the Contract, consisting of additions, deletions or other revisions ("Change Order"). Such changes, including, without limitation, any increase or decrease in the Contract Sum or Contract Time shall be authorized only by written Change Order signed by the Owner. Said changes in work may result in authorized extensions in Contract Time or Contract Sum allowing the Contractor additional days to complete the Work. In the absence of an executed Change Order, no (1) course of conduct or dealings between the parties, nor (2) express or implied acceptance of alterations or additions to the Work, nor (3) any claim that the Owner has been unjustly enriched by any alterations or addition to the Work (whether or not there is in fact any such unjust enrichment) shall be basis for any claim by the Contractor to increase the Contract Sum or to change the Contract Time.

ARTICLE 4. COMPLETION; TERMINATION

4.1 Final Inspection.

When the Contractor considers the Work to be substantially complete in accordance with the Contract, the Contractor shall notify the Owner. The Owner and the Designer if any, shall perform a final inspection of the Work to verify it has been completed in accordance with the Contract and provide Contractor a list (the "Punchlist") of items to be completed or corrected by the Contractor prior to Final Payment. Failure to include an item on the Punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. No later than ten (10) days following the Contractor's receipt of the Punchlist, the Contractor shall complete or correct the items designated therein and submit a request for an additional inspection to determine completion.

4.1 Final Payment. Neither Final Payment nor any remaining Retention Amount, if any, shall become due until the following conditions have been satisfied:

(a) The Owner has inspected the Work and deemed it to be complete pursuant to Section 4.1 above.

(b) The Contractor has submitted to the Owner (1) copies of complete installation, operation and maintenance manuals, including all manufacturers' literature, of equipment and materials used in the Work; (2) assignments of warranties of the Contractor and all subcontractors and material persons;

(c) All labor has been performed and materials supplied and incorporated into the Work in a manner consistent with the Contract.

(d) The Property and surrounding area have been cleaned up free from accumulation of waste materials or rubbish caused by, or in connection with, the Work, and Contractor shall have removed from and about the Property waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

4.2 Correction of Work

The Contractor shall promptly correct Work rejected by the Owner or Designer for failing to conform to the requirements of the Contract, or damaged by the Contractor, its subcontractors, or

anyone for whom any of them is responsible, whether discovered before or after the final inspection of the Owner. Costs of correcting such rejected Work shall be at the Contractor's expense.

(a) In addition to and not in limitation of the Contractor's obligations under Section 5.4 below, or any other obligation of the Contractor under this Contract, if, within one year after the date that the Owner makes the final payment to Contractor pursuant to Section 4.2 above, or by terms of an applicable warranty, any of the Work is found to be not in accordance with the requirements of this Contract, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

4.2 Termination.

(a) By Owner for Cause. The Owner may terminate the Contract if the Contractor:

(1) repeatedly refuses or fails to supply enough properly skilled workers or proper materials or equipment necessary to prosecute the Work in accordance with the Contract;

(2) fails to make payment to subcontractors for materials or labor in accordance with the Contract and the respective agreements between the Contractor and the subcontractors;

(3) fails to comply with applicable safety requirements; or

(4) otherwise is in substantial breach of a provision of the Contract.

When any of the above reasons exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient.

(b) By Owner for Convenience. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall: (i) cease operations as directed by the Owner in the notice; (ii) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work properly executed pursuant to the Contract prior to termination.

(c) By Contractor for Cause: In the event Owner fails to comply with the payment terms described herein section 3.1, Contractor may stop work and terminate the Contract and shall be paid by Owner for all work and fees, as described in the Contract Budget, for work properly installed, and materials stored, on site at the time the work was stopped.

ARTICLE 5.

ADDITIONAL PROVISIONS

5.1 Insurance. The Contractor shall comply with the requirements for insurance specified in Exhibit B.

5.2 Indemnification.

(a) Contractor shall indemnify, defend, and hold harmless the Owner and Owner's officers, directors, employees, agents, and affiliates from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, to the extent caused by the negligent acts or omissions of the Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.

5.1 Warranty. For a period of one year from the date of Owner's acceptance of the Work, the Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract. The Contractor's warranty in this Section does not in any way limit Contractor's other obligations relating to the Work and/or arising under law. In the event that any other warranties exceed the warranties set forth in this Section in scope or in time, the more extensive warranties shall control. The Contractor agrees to assign the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

5.2 Notices. Any notice, consent, approval, demand or other communication required or permitted to be given hereunder (a "Notice") must be in writing and may be served by facsimile or by a nationally-recognized overnight courier which requires written proof of delivery. Any such Notice shall be addressed as follows:

If to Contractor:

Molinar Construction Inc.
5694 Mission Center Rd #181,
San Diego, CA 92108
Phone: (619) 741-8448

5.3 Attorneys' Fees and Costs. The prevailing party shall be entitled to all costs and expenses, including its reasonable attorneys' fees, in any legal action or proceeding (and any appeal in connection therewith) to enforce or interpret any provision hereof or for damages by reason of any alleged breach or default of this Contract.

5.4 Severability. If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Contract and all other terms and provisions of this Contract shall nevertheless remain in full force and effect.

5.5 Entire Contract/Amendment. This Contract (which includes any exhibits, riders or schedules attached hereto) constitutes the entire agreement between the parties and there are no other agreements, understandings, representations or warranties, oral or written, relating to the subject matter hereof between the parties. The parties to this Contract have read and reviewed this Contract and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654) shall not apply to the interpretation of this Contract. If any provision of any exhibit, rider or schedule attached hereto (including Exhibits A and B described above) conflicts or is inconsistent with, or is different from,

any provision of this Contract, the provisions of this Contract shall prevail. This Contract may not be amended, changed or modified, in whole or in part, except in writing, signed by both parties.

5.1 Rights of Third Parties. Nothing expressed or implied in this Contract is intended or shall be construed to confer upon or give any person or entity, others than the parties hereto, any right or remedies under or by reason of this Contract.

5.2 No Partnership or Joint Venture. Nothing contained in this Contract shall be construed in a manner to create any relationship between Owner and the Contractor other than the relationship between a Owner and Contractor or a Owner and a service provider, and Owner and the Contractor shall not be considered partners or joint venturers for any purpose on account of this Contract. The Contractor shall have no authority, expressed or implied, to act on behalf of Owner in any capacity whatsoever as an agent. The Contractor acknowledges that it is: (1) acting as an independent contractor in providing the Work, (2) not and shall not be regarded as

an agent or employee of Owner, (3) not entitled to any retirement benefits, health care benefits, or any other benefits that may accrue to Owner's employees, and (4) solely responsible for determining the means and methods for performing the Work.

5.3 No Waiver. No waiver of any provision or breach of this Contract shall constitute a waiver of any other provision or breach of this Contract.

5.4 Captions. The headings or captions to the sections of this Contract are not a part of this Contract and shall have no effect upon the construction or interpretation of any part thereof.

5.5 Time is Of the Essence. Time is of the essence in the performance of all obligations under this Contract.

5.6 Governing Law. This Contract shall be construed and enforced in accordance with the internal laws, and not the law of conflicts, of the State of California.

5.7 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Owner and the Contractor have executed this Contract as of the date first above written.

Element Education
Doug Miller

By:

Molinar Construction
Dave Pelbath



By: 07/24/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2026

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 TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401		CONTACT NAME: PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 319-862-0612 E-MAIL ADDRESS: certs@truenorthcompanies.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Navigators Insurance Company	42307
		INSURER B: United Financial Casualty Company	11770
		INSURER C: State Compensation Insurance Fund	35076
		INSURER D: Atlantic Specialty Insurance Company	27154
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2086442225 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			SF25CGLZ070XWIC	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			991434617	7/11/2026	1/11/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			AZ25EXCZ0FU1JIC	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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	9164261-2026	7/12/2026	7/12/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased & Rented			790-03-52-78-0003	5/30/2026	12/30/2026	Any One Item \$40,000 Maximum Total \$170,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE Project #26-012

CERTIFICATE HOLDER

CANCELLATION

Ascension Lutheran Church - Midway
 Attn: Doug Miller
 1140 Midway Drive
 Escondido CA 92027

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

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Dimensions- Phase V2.2						
Project Address 1140 N Midway Dr. Escondido, CA 92027			21-Jul-26			
Cost-Code	Item	Description	Quantity	Unit	Unit Price	Total Cost
PROJECT SUMMARY						
00000	Soft Costs	Permit Costs, Plan Check, Design, etc. (Paid for By Owner)		By Owner		NIC
10000	General Requirements	General Materials, Fencing, Rental Equipment				6,000.00
11000	General Conditions / Supervision	On Site Supervision, Project Management and Labor				24,300.00
20000	Site Construction	Site work				23,092.00
60000	Wood	Framing				750.00
80000	Doors	Doors				2,910.00
90000	Finishes	Finishes: Stucco, Drywall, Paint and Flooring				16,100.00
150000	Mechanical	Mechanical				57,070.12
160000	Electrical	Electrical				63,069.20
Subtotal						193,291.32
	Contractor Contingency	Construction Contingency		2.00%		3,865.83
	Owner Contingency	Owner Contingency		2.00%		3,865.83
17-0020	Contractor Fee	General Contractor Fee		10.00%		19,329.13
Subtotal						220,352.10
17-0010	Liability Insurance	Insurance		2.00%		4,407.04
TOTAL PROJECT BUDGET Soft Costs, Direct Construction & Fees						224,759.15
Division 01000 - General Requirements						
01-0020	General Materials	General Materials to include pedestrian safety, plywood to cover trenching, caution tape, small tools, clean up materials, Vis queen and ram board to protect during demolition etc. Additional material as required to protect (18) units during pipe restoration scope of work, including carpet protection, misc. clean up.	1	LS	3,000.00	3,000.00
01-0020	Traffic control	Traffic control and plans for street encroachment for approach	1	LS	3,000.00	3,000.00
Subtotal 01000: General Requirements						6,000.00
Division 01100 - General Conditions / Supervision						
01-0010	General Labor	General Labor as needed to keep project clean and organized with dust control; pick up materials; remove debris and take to dump; providing street/pedestrian safety and flagging, etc.	80	Hours	65.00	5,200.00
01-0210	Superintendent	To be substantially complete by 8/4	1	LS	12,000.00	12,000.00
01-0250	Project Manager		1	LS	4,400.00	4,400.00
01-0170	Project Engineer		1	LS	2,700.00	2,700.00
01-0160	Administration Coordination		1	Week	-	NIC
Division 01100 - General Conditions / Supervision						24,300.00
Division 02000: Site Construction						
02-0000	SWEPS	Provide stormwater protection	1	LS	2,500.00	2,500.00



02-0191	Asphalt	Furnish & install 1ea 3'W x 4'L truncated dome at end of sidewalk south side. Furnish & install 2ea 3'W x 4'L truncated domes on AC at ends of hatch walkway both sides. Grind down, clean, tac, & pave 2ea HDC stall areas, hatch, & new path of travel to bring within 2% & 5% tolerances. Layout & stripe 2ea HDC Stalls, 1ea Hatch, 1ea path of travel. Restripe remainder of lot as is. Excludes any AC Repairs, Crackfill, or Seal Coating.	1	LS	14,892.00	14,892.00
02-0191	Concrete A to C	Demo and pourback sidewalk at a later date 6'x3'-6"	1	LS	2,200.00	2,200.00
02-0191	Concrete - Underground Conduit (Fire Alarm) - Building A to C	Includes 18" of trenching for(N) underground electrical conduit from Building C back to Building A for Fire Alarm. Patch back of concrete as needed. Does not include any landscape replacment or salvaging.	1	LS	3,500.00	3,500.00
Subtotal 2000: Site Construction						23,092.00
Division 06000: Woods						
06-0100	Cabinets - Building A	Remove and dispose of cabinets lowers and uppers in Bldg A (#1) - Does not include repair of carpet, drywall or paint	1	LS	750.00	750.00
Subtotal 6000: Woods						750.00
Division 08000: Doors						
08-0030	New Braille Exit signs	Allowance for 4 stick on exit signs in contrasting colors (Includes material and labor)	4	EA	50.00	200.00
08-0030	Demo of Doors	Demo (2) doors (1) inside and (1) outside including chipping of stucco	2	EA	500.00	1,000.00
08-0030	Doors #3 exterior	New 3-0 x 7-0 Solid doors and jambs doors. Hardware to be resused	1	EA	1,410.00	1,410.00
08-0031	Doors #3 interior	RE install exiting door to same location. Flip door and reuse	1	LS	300.00	300.00
Subtotal 8000: Doors						2,910.00
Division 09000: Finishes						
09-0161	Stucco	Chip stucco and reinstall following new door replacement	1	LS	1,100.00	1,100.00
09-0161	Stucco - Bldg A/C	Stucco and drywall patch at penetration space for fire alarm scope of work	2	LS	900.00	1,800.00
09-0165	Building A Restroom urinal	Patch tile behind urinal after relocation including drywall and framing	1	LS	2,500.00	2,500.00
09-0167	Building B	Patch wall and touch up paint	1	LS	200.00	200.00
09-0167	Mechanical Patch work	Drywall patch work for new mechancial units and fire alarm- based on unforsee conditions	1	LS	8,000.00	8,000.00
09-0167	Mechanical - Paint Touch up	Touch up paint for mechancial units and fire alarm *not for wall to wall painting ONLY touchup*	1	LS	2,500.00	2,500.00
Subtotal 9000: Finishes						16,100.00
Division 15000: Mechanical						



		Scope of work (Building A) • Removal and disposal of two outdoor condensing units on side of building • Removal and disposal of furnaces and coils system in attic space • Supply and installation of new two new furnaces and evaporator coils in attic spaces • Supply and installation of outdoor AC condenser systems on side of building • Sealing of all new supply and return connections to new furnace and coil • Sealing of accessible areas of return cavity underneath furnace system • Flushing of copper line set with RX-11 flush • Connection of copper line set to new outdoor condenser and indoor air handler • Connection of electrical and control wiring to new HVAC system • Connection of drain line to existing attic drain line • Connection of new flue vent piping for new furnace system • Supply and installation of two new programmable thermostat controllers for two new HVAC systems • Start and test and commissioning of new AC and furnace systems • Provide proper HERS verification if Title 24 requirements NIC in scope - (Optional - Below Line): • Removal and disposal of all accessible duct work in attic space (Optional -Below line) • Supply and installation of R-6 duct work throughout attic space for both new HVAC systems (Optional -Below line)				
15-0000	Mechanical - Building A		1	LS	26,459.56	26,459.56
		Scope of work (Building C) • Removal and disposal of two outdoor condensing units on side of building • Removal and disposal of furnaces and coils system in attic space • Supply and installation of new two new furnaces and evaporator coils in attic spaces • Supply and installation of outdoor AC condenser systems on side of building • Sealing of all new supply and return connections to new furnace and coil • Sealing of accessible areas of return cavity underneath furnace system • Flushing of copper line set with RX-11 flush • Connection of copper line set to new outdoor condenser and indoor air handler • Connection of electrical and control wiring to new HVAC system • Connection of drain line to existing attic drain line • Connection of new flue vent piping for new furnace system • Supply and installation of two new programmable thermostat controllers for two new HVAC systems • Start and test and commissioning of new AC and furnace systems • Provide proper HERS verification if Title 24 requirements NIC in scope - (Optional - Below Line): • Removal and disposal of all accessible duct work in attic space (Optional - Below Line) • Supply and installation of R-6 duct work throughout attic space for both new HVAC systems (Optional - Below Line)				
15-0000	Mechanical - Building C		1	LS	26,010.56	26,010.56
15-0050	Plumbing - Building A	Final plumbing scope for phase 1: remove and cap one urinal in building A, relocate the other.	1	Allowance	4,600.00	4,600.00
15-0050	Plumbing - T&M	Authorization to proceed with additional plumbing scope of work to be done at T&M	1	Allowance	-	-
Subtotal 15000: Mechanical						57,070.12
Division 16000: Electrical						



		*90% of ceiling mounted devices conduit will be mounted above the ceiling. *Excludes Building B *Control Panel and devices will be wall mounted w/ surface mount conduit and painted Building A Run approx 300' of 3/4" emt Conduit in attic Make connections as per fire alarm drawings Pull string through all conduits for fire alarm tech's Install approx 30-4s boxes Install junction boxes as per fire alarm locations Install mud rings as per plan direction Outdoor boxes supplied by other Install conduit in between buildings Trenching by other unless other arrangements are made Building C Run Approx 300' of 3/4" emt conduit Make connections as per fire alarm drawings Pull string through all conduits for fire alarm tech's Install approx 34-4s boxes Install junction boxes as per fire alarm locations Install mud rings as per plan direction Outdoor boxes supplied by other				
16-0000	Electrical		1	EA	28,207.20	28,207.20
16-0090	Fire Extinguisher	Provide and install (1) 10LB Fire Extinguisher with surface mount bracket + FE rigid plastic arrow sign	1	EA	650.00	650.00
16-0090	Fire alarm Building A	Supplying and installing a new fire alarm system to meet code requirements for non-separated group e and group a occupancies				
		Provide new fire alarm system per fire alarm drawings (Includes Control Equipment)	1	Allowance	23,255.00	23,255.00
16-0092	Fire alarm Building C	Supplying and installing a new fire alarm system to meet code requirements for non-separated group e and group a occupancies				
		Provide new fire alarm system per fire alarm drawings	1	Allowance	10,957.00	10,957.00
Subtotal 16-000: Electrical						63,069.20
Contingency - Not Included in Project Total Budget.						
	Mechanical - Building A	- Removal and disposal of all accessible duct work in attic space - Supply and installation of R-6 duct work throughout attic space for both new HVAC systems	1	LS	8,854.25	8,854.25
	Mechanical - Building C	- Removal and disposal of all accessible duct work in attic space - Supply and installation of R-6 duct work throughout attic space for both new HVAC systems	1	LS	8,854.25	8,854.25
	Mechanical Patch work	Additional Drywall patch work for new mechanical units - based on unforesee conditions	1	Allow	3,000.00	3,000.00
	Mechanical - Paint Touch up	Additional Touch up paint for mechanical units *not for wall to wall painting ONLY touchup*	1	Allow	1,800.00	1,800.00
	Fire alarm Building B	Supplying and installing a new fire alarm system to meet code requirements for non-separated group e and group a occupancies				
		Provide new fire alarm system per fire alarm drawings	1	Allowance	9,751.00	9,751.00
	Concrete Ramp	Demo existing concrete sidewalk and grass and haul off. Grade, form new alkway, install rebar and pour 27LF of new sidewalk - grey broom finish. Supply and install (1) truncated dome mat	1	LS	7,714.00	7,714.00
	Concrete C to B	Demo and pourback sidewalk at a later date 6'x3'-6"	1	LS	3,750.00	3,750.00



Concrete - Underground Conduit (Fire Alarm) - Building B to C	Includes 18" of trenching for(N) underground electrical conduit from Building B and Building C for Fire Alarm. Patch back of concrete as needed. Does not include any landscape replacment or salvaging.	1	LS	3,500.00	3,500.00
Concrete Ramp Handrail	(2) 30' of hand rail with hand loop at top and bottom end	1	LS	4,430.00	4,430.00
Stucco - Bldg B	Stucco and drywall patch at pentration space for fire alarm scope of work	2	LS	900.00	1,800.00
					53,453.50

Exclusions:

NOTE:

Unforeseen Pipes, drainage, electrical or any structural footings not visible

Unforeseen conditions to be a change order.

Scope of Work to be as detailed above ONLY. Additional requests to be Owner Change Order.

All Permits and Plans.

HVAC SCOPE Exclusions:

Any repairs or replacement of any part of the existing ductwork if ductwork is not replacement

Any air balancing of any part of the existing ductwork if ductwork is not replaced

Any upgrades to main electrical panel (Not needed at this time)

Any hazardous waste removal. Hazardous waste must be abated by qualified contractor (No hazardous material identified during walk-thru)

Any major repairs of any walls, ceiling, or carpet. Patch or painting.

Any major electrical work or upgrades to existing electrical panel and wiring other than basic connections to unit(s) being installed.

Permit and related fees (engineering, etc.), HERs testing. If HERS testing and permitting is required additional charges will apply.

Any major changes to SOW other than what is listed in quote. Any major changes will need to have a change order created and additional work will be completed upon approval of change order

Existing issues with existing building drain lines such as clogs, restriction, broken lines etc.

Maintenance and operational functions of the system (including, but not limited to filter replacement, thermostat control operation, etc.) are wholly the customers responsibility.

Any repairs, services, or related fees (engineering, etc.), that may be required or requested outside of the listed in the scope of work.

Excludes any third party inspections

Molinar Construction will provide warranty on above specified scope of work only and will not provide warranty for any work outside of this scope or associated future repairs performed by others.

All unforeseen water, gas, sewer lines at exterior of building with exception of irrigation specifically noted in bid.

Due to work being contracted during winter season, Owner understands that work may be delayed due to rainy weather and holiday work schedules.

Any unforeseen structural repairs.

Clarifications:

Tenant Authorization: _____ Date: _____

Contractor Authorization: _____ Date: _____



Dimensions- Phase V2.2						
Project Address 1140 N Midway Dr. Escondido, CA 92027			21-Jul-26			
Cost-Code	Item	Description	Quantity	Unit	Unit Price	Total Cost
PROJECT SUMMARY						
00000	Soft Costs	Permit Costs, Plan Check, Design, etc. (Paid for By Owner)	By Owner			NIC
10000	General Requirements	General Materials, Fencing, Rental Equipment				6,000.00
11000	General Conditions / Supervision	On Site Supervision, Project Management and Labor				24,300.00
20000	Site Construction	Site work				23,092.00
60000	Wood	Framing				750.00
80000	Doors	Doors				2,910.00
90000	Finishes	Finishes: Stucco, Drywall, Paint and Flooring				16,100.00
150000	Mechanical	Mechanical				57,070.12
160000	Electrical	Electrical				63,069.20
Subtotal						193,291.32
	Contractor Contingency	Construction Contingency		2.00%		3,865.83
	Owner Contingency	Owner Contingency		2.00%		3,865.83
17-0020	Contractor Fee	General Contractor Fee		10.00%		19,329.13
Subtotal						220,352.10
17-0010	Liability Insurance	Insurance		2.00%		4,407.04
TOTAL PROJECT BUDGET Soft Costs, Direct Construction & Fees						224,759.15
Division 01000 - General Requirements						
01-0020	General Materials	General Materials to include pedestrian safety, plywood to cover trenching, caution tape, small tools, clean up materials, Vis queen and ram board to protect during demolition etc. Additional material as required to protect (18) units during pipe restoration scope of work, including carpet protection, misc. clean up.	1	LS	3,000.00	3,000.00
01-0020	Traffic control	Traffic control and plans for street encroachment for approach	1	LS	3,000.00	3,000.00
Subtotal 01000: General Requirements						6,000.00
Division 01100 - General Conditions / Supervision						
01-0010	General Labor	General Labor as needed to keep project clean and organized with dust control; pick up materials; remove debris and take to dump; providing street/pedestrian safety and flagging, etc.	80	Hours	65.00	5,200.00
01-0210	Superintendent	To be substantially complete by 8/4	1	LS	12,000.00	12,000.00
01-0250	Project Manager		1	LS	4,400.00	4,400.00
01-0170	Project Engineer		1	LS	2,700.00	2,700.00
01-0160	Administration Coordination		1	Week	-	NIC
Division 01100 - General Conditions / Supervision						24,300.00
Division 02000: Site Construction						
02-0000	SWEPS	Provide stormwater protection	1	LS	2,500.00	2,500.00



02-0191	Asphalt	Furnish & install 1ea 3'W x 4'L truncated dome at end of sidewalk south side. Furnish & install 2ea 3'W x 4'L truncated domes on AC at ends of hatch walkway both sides. Grind down, clean, tac, & pave 2ea HDC stall areas, hatch, & new path of travel to bring within 2% & 5% tolerances. Layout & stripe 2ea HDC Stalls, 1ea Hatch, 1ea path of travel. Restripe remainder of lot as is. Excludes any AC Repairs, Crackfill, or Seal Coating.	1	LS	14,892.00	14,892.00
02-0191	Concrete A to C	Demo and pourback sidewalk at a later date 6'x3'-6"	1	LS	2,200.00	2,200.00
02-0191	Concrete - Underground Conduit (Fire Alarm) - Building A to C	Includes 18" of trenching for(N) underground electrical conduit from Building C back to Building A for Fire Alarm. Patch back of concrete as needed. Does not include any landscape replacment or salvaging.	1	LS	3,500.00	3,500.00
Subtotal 2000: Site Construction						23,092.00
Division 06000: Woods						
06-0100	Cabinets - Building A	Remove and dispose of cabinets lowers and uppers in Bldg A (#1) - Does not include repair of carpet, drywall or paint	1	LS	750.00	750.00
Subtotal 6000: Woods						750.00
Division 08000: Doors						
08-0030	New Braille Exit signs	Allowance for 4 stick on exit signs in contrasting colors (Includes material and labor)	4	EA	50.00	200.00
08-0030	Demo of Doors	Demo (2) doors (1) inside and (1) outside including chipping of stucco	2	EA	500.00	1,000.00
08-0030	Doors #3 exterior	New 3-0 x 7-0 Solid doors and jambs doors. Hardware to be resused	1	EA	1,410.00	1,410.00
08-0031	Doors #3 interior	RE install exiting door to same location. Flip door and reuse	1	LS	300.00	300.00
Subtotal 8000: Doors						2,910.00
Division 09000: Finishes						
09-0161	Stucco	Chip stucco and reinstall following new door replacement	1	LS	1,100.00	1,100.00
09-0161	Stucco - Bldg A/C	Stucco and drywall patch at penetration space for fire alarm scope of work	2	LS	900.00	1,800.00
09-0165	Building A Restroom urinal	Patch tile behind urinal after relocation including drywall and framing	1	LS	2,500.00	2,500.00
09-0167	Building B	Patch wall and touch up paint	1	LS	200.00	200.00
09-0167	Mechanical Patch work	Drywall patch work for new mechancial units and fire alarm- based on unforesee conditions	1	LS	8,000.00	8,000.00
09-0167	Mechanical - Paint Touch up	Touch up paint for mechancial units and fire alarm *not for wall to wall painting ONLY touchup*	1	LS	2,500.00	2,500.00
Subtotal 9000: Finishes						16,100.00
Division 15000: Mechanical						



		Scope of work (Building A) • Removal and disposal of two outdoor condensing units on side of building • Removal and disposal of furnaces and coils system in attic space • Supply and installation of new two new furnaces and evaporator coils in attic spaces • Supply and installation of outdoor AC condenser systems on side of building • Sealing of all new supply and return connections to new furnace and coil • Sealing of accessible areas of return cavity underneath furnace system • Flushing of copper line set with RX-11 flush • Connection of copper line set to new outdoor condenser and indoor air handler • Connection of electrical and control wiring to new HVAC system • Connection of drain line to existing attic drain line • Connection of new flue vent piping for new furnace system • Supply and installation of two new programmable thermostat controllers for two new HVAC systems • Start and test and commissioning of new AC and furnace systems • Provide proper HERS verification if Title 24 requirements NIC in scope - (Optional - Below Line): • Removal and disposal of all accessible duct work in attic space (Optional -Below line) • Supply and installation of R-6 duct work throughout attic space for both new HVAC systems (Optional -Below line)				
15-0000	Mechanical - Building A		1	LS	26,459.56	26,459.56
		Scope of work (Building C) • Removal and disposal of two outdoor condensing units on side of building • Removal and disposal of furnaces and coils system in attic space • Supply and installation of new two new furnaces and evaporator coils in attic spaces • Supply and installation of outdoor AC condenser systems on side of building • Sealing of all new supply and return connections to new furnace and coil • Sealing of accessible areas of return cavity underneath furnace system • Flushing of copper line set with RX-11 flush • Connection of copper line set to new outdoor condenser and indoor air handler • Connection of electrical and control wiring to new HVAC system • Connection of drain line to existing attic drain line • Connection of new flue vent piping for new furnace system • Supply and installation of two new programmable thermostat controllers for two new HVAC systems • Start and test and commissioning of new AC and furnace systems • Provide proper HERS verification if Title 24 requirements NIC in scope - (Optional - Below Line): • Removal and disposal of all accessible duct work in attic space (Optional - Below Line) • Supply and installation of R-6 duct work throughout attic space for both new HVAC systems (Optional - Below Line)				
15-0000	Mechanical - Building C		1	LS	26,010.56	26,010.56
15-0050	Plumbing - Building A	Final plumbing scope for phase 1: remove and cap one urinal in building A, relocate the other.	1	Allowance	4,600.00	4,600.00
15-0050	Plumbing - T&M	Authorization to proceed with additional plumbing scope of work to be done at T&M	1	Allowance	-	-
Subtotal 15000: Mechanical						57,070.12
Division 16000: Electrical						



		*90% of ceiling mounted devices conduit will be mounted above the ceiling. *Excludes Building B *Control Panel and devices will be wall mounted w/ surface mount conduit and painted Building A Run approx 300' of 3/4" emt Conduit in attic Make connections as per fire alarm drawings Pull string through all conduits for fire alarm tech's Install approx 30-4s boxes Install junction boxes as per fire alarm locations Install mud rings as per plan direction Outdoor boxes supplied by other Install conduit in between buildings Trenching by other unless other arrangements are made Building C Run Approx 300' of 3/4" emt conduit Make connections as per fire alarm drawings Pull string through all conduits for fire alarm tech's Install approx 34-4s boxes Install junction boxes as per fire alarm locations Install mud rings as per plan direction Outdoor boxes supplied by other				
16-0000	Electrical		1	EA	28,207.20	28,207.20
16-0090	Fire Extinguisher	Provide and install (1) 10LB Fire Extinguisher with surface mount bracket + FE rigid plastic arrow sign	1	EA	650.00	650.00
16-0090	Fire alarm Building A	Supplying and installing a new fire alarm system to meet code requirements for non-separated group e and group a occupancies Provide new fire alarm system per fire alarm drawings (Includes Control Equipment)	1	Allowance	23,255.00	23,255.00
16-0092	Fire alarm Building C	Supplying and installing a new fire alarm system to meet code requirements for non-separated group e and group a occupancies Provide new fire alarm system per fire alarm drawings	1	Allowance	10,957.00	10,957.00
Subtotal 16-000: Electrical						63,069.20
Contingency - Not Included in Project Total Budget.						
	Mechanical - Building A	- Removal and disposal of all accessible duct work in attic space - Supply and installation of R-6 duct work throughout attic space for both new HVAC systems	1	LS	8,854.25	8,854.25
	Mechanical - Building C	- Removal and disposal of all accessible duct work in attic space - Supply and installation of R-6 duct work throughout attic space for both new HVAC systems	1	LS	8,854.25	8,854.25
	Mechanical Patch work	Additional Drywall patch work for new mechanical units - based on unforesee conditions	1	Allow	3,000.00	3,000.00
	Mechanical - Paint Touch up	Additional Touch up paint for mechanical units *not for wall to wall painting ONLY touchup*	1	Allow	1,800.00	1,800.00
	Fire alarm Building B	Supplying and installing a new fire alarm system to meet code requirements for non-separated group e and group a occupancies Provide new fire alarm system per fire alarm drawings	1	Allowance	9,751.00	9,751.00
	Concrete Ramp	Demo existing concrete sidewalk and grass and haul off. Grade, form new alkway, install rebar and pour 27LF of new sidewalk - grey broom finish. Supply and install (1) truncated dome mat	1	LS	7,714.00	7,714.00
	Concrete C to B	Demo and pourback sidewalk at a later date 6'x3'-6"	1	LS	3,750.00	3,750.00



	Concrete - Underground Conduit (Fire Alarm) - Building B to C	Includes 18" of trenching for(N) underground electrical conduit from Building B and Building C for Fire Alarm. Patch back of concrete as needed. Does not include any landscape replacment or salvaging.	1	LS	3,500.00	3,500.00
	Concrete Ramp Handrail	(2) 30' of hand rail with hand loop at top and bottom end	1	LS	4,430.00	4,430.00
	Stucco - Bldg B	Stucco and drywall patch at pentration space for fire alarm scope of work	2	LS	900.00	1,800.00
						53,453.50

Exclusions:**NOTE:****Unforeseen Pipes, drainage, electrical or any structural footings not visible**

Unforeseen conditions to be a change order.

Scope of Work to be as detailed above ONLY. Additional requests to be Owner Change Order.

All Permits and Plans.

HVAC SCOPE Exclusions:

Any repairs or replacement of any part of the existing ductwork if ductwork is not replacement

Any air balancing of any part of the existing ductwork if ductwork is not replaced

Any upgrades to main electrical panel (Not needed at this time)

Any hazardous waste removal. Hazardous waste must be abated by qualified contractor (No hazardous material identified during walk-thru)

Any major repairs of any walls, ceiling, or carpet. Patch or painting.

Any major electrical work or upgrades to existing electrical panel and wiring other than basic connections to unit(s) being installed.

Permit and related fees (engineering, etc.), HERs testing. If HERS testing and permitting is required additional charges will apply.

Any major changes to SOW other than what is listed in quote. Any major changes will need to have a change order created and additional work will be completed upon approval of change order

Existing issues with existing building drain lines such as clogs, restriction, broken lines etc.

Maintenance and operational functions of the system (including, but not limited to filter replacement, thermostat control operation, etc.) are wholly the customers responsibility.

Any repairs, services, or related fees (engineering, etc.), that may be required or requested outside of the listed in the scope of work.

Excludes any third party inspections

Molinar Construction will provide warranty on above specified scope of work only and will not provide warranty for any work outside of this scope or associated future repairs performed by others.

All unforeseen water, gas, sewer lines at exterior of building with exception of irrigation specifically noted in bid.

Due to work being contracted during winter season, Owner understands that work may be delayed due to rainy weather and holiday work schedules.

Any unforeseen structural repairs.

Clarifications:

Tenant Authorization: _____ Date: _____

Contractor Authorization: _____ Date: _____