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Introduction Date	4-22-2020
Enactment Number	20-0524
Enactment Date	4/22/2020.os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** April 22, 2020

**Subject** Amendment No. 1, Agreement for Construction Services for the Madison Park Academy New Expansion Project to Innovative Construction Company

**Action Requested** Approval by the Board of Education of Amendment No. 1, Agreement Between the Owner and Contractor between the District and Innovative Construction Company, Oakland CA, for the latter to provide the following amended services: To cover Phase II of the windscreen installation, to cover installation of the steel framing and windscreen installation per the lettering plan, for Madison Park Academy New Expansion Project, in an additional amount of \$482,457.60, which includes a contingency fee of \$11,000.00, increasing Agreement not to exceed amount from \$123,904.00 to \$606,361.60, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

**Discussion** The original contractor on the Project was Vila Tulum Joint Ventures (“Vila”) and fell behind on this Project. The District was forced to declare Vila in default and ask Vila’s Surety, Liberty Mutual, to take over the Project. Vila and the District entered into a Takeover Agreement, whereby Liberty Mutual indicated that it was unsure whether timely completion would be possible if it were required to install weatherproofing windscreen. The District and Liberty Mutual agreed to remove certain portions of the construction work from Liberty’s scope of work and transfer the work to another contractor. The District transferred work that could not be timely completed by Liberty Mutual to Innovative. The District seeks to transfer additional work to Innovative Construction Company to provide Phase II installation of the steel framing and windscreen installation per the letter plan. The transfer of additional work to Innovative Construction Company does not represent a cost increase to the budget and provides a timely solution to modifying the contract scope necessitated by the performance issues experienced with the takeover contractor.

**LBP** (Local business participation percentage) 0.0%

**Recommendation** Approval by the Board of Education of Amendment No. 1, Agreement Between the Owner and Contractor between the District and Innovative Construction Company, Oakland CA, for the latter to provide the following amended services: To cover Phase II of the windscreen installation, to cover installation of the steel framing and windscreen installation per the lettering plan, for Madison Park Academy New



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

Expansion Project, in an additional amount of \$482,457.60, which includes a contingency fee of \$11,000.00, increasing Agreement not to exceed amount from \$123,904.00 to \$606,361.60, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

**Fiscal Impact**

Fund 21, Measure J

**Attachments**

- Amendment No. 1
- Proposal
- Insurance Certificate



## AMENDMENT NO. 1

### AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Amendment is entered into between the Oakland Unified School District (OUSD) and Innovative Construction Company OUSD entered into an agreement with CONTRACTOR for services on **April 23, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Madison Park Academy New Expansion Project** as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
	<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.	
	The CONTRACTOR agrees to provide the following amended services: Phase II of the windscreen installation. To cover installation of the steel framing and windscreen installation per the lettering plan.	
2. <b>Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
	<b>If term is changed:</b> The contract term is extended by an additional _____, and the amended expiration date is. _____	
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
	<b>If the compensation is changed:</b> The not to exceed contract price is	
	<input checked="" type="checkbox"/> Increased by: <b><u>Four Hundred Eighty-Two Thousand, Four Hundred Fifty-Seven dollars and sixty cents with an \$11,000.00 contingency (\$482,457.60).</u></b>	
	<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).	
	Prior to this amendment, the not to exceed contract price was <b><u>One Hundred Twenty-Three Thousand, Nine Hundred Four Dollars No/100 (\$123,904.00)</u></b> , and after this amendment, the not to exceed contract price will be: <b><u>Six Hundred Six Thousand, Three Hundred Sixty-One Dollars 60/100 (\$606,361.60)</u></b> .	

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**  
 **There are no previous amendments to this Agreement.**  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)


6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Innovative Construction Company – Madison Park Academy New Expansion Project - \$482,457.60


Contract No. \_\_\_\_\_

P.O. No. \_\_\_\_\_

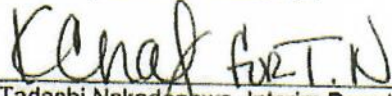
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
Jody London, President,  
Board of Education

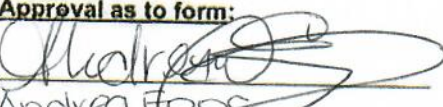
4/23/2020  
Date

  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

4/23/2020  
Date

  
Tadashi Nakadegawa, Interim Deputy Chief,  
Facilities Planning and Management

3/10/2020  
Date

**Approval as to form:**  
  
Andrea Epps  
*(name)*  
General Counsel, Facilities, Planning and Management

4/10/2020  
Date

**CONTRACTOR**

  
Contractor Signature Date  
Jesus Anellano - President  
Print Name, Title

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Innovative Construction Company**

Detailed Description of Services to be provided: Phase II of the windscreen installation. To cover installation of the steel framing and windscreen installation per the lettering plan.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

**Scope of Services or Purchases for Contract or Amendment:**

Innovative Construction to furnish and install materials and labor associated with completing the work as noted on plans dated 1/24/19 CCD 37 ( ASI 23) Drawn by Byrens Kim Design Works.

Phase II : Installation of steel framing and wind screen installation with lettering per plan

Scope includes

- Fabricate and install square galvanized steel tube framing per plan for wind screen wall at building E 1 and E2
  - Field weld at all connection points done during phase I
  - Protect newly installed siding to prevent damage
  - Install wind screen material per approved submittal throughout steel tube framing. All wind screen walls to be trimmed with 3 x 3 angled flat strap coated same color as screen wall.
  - Install corrugated accent 37" wall at the bottom of screen wall per plan
  - Install metal fabricated letter raised at corrugated screen wall
  - Install large acrylic lettering at the dace of E2 an dE1
  - All major equipment to perform this work is included
- Contingency of \$11,000.00

EXHIBIT A

**Reason Contract or Amendment is Needed:**

Perforated Wind Screens are needed to complete the project.

**For AMENDMENTS:**

- |   |              |              |
|---|--------------|--------------|
| <b>1. Amendment No.:</b>                              | 1            |              |
| <b>2. Current Contract Amount:</b>                    | \$123,904.00 |              |
| <b>3. Increased Contract Amount this Amendment:</b>   |              | \$482,457.60 |
| <b>4. Revised Contract Amount (lines 2. plus 3.):</b> |              | \$606,361.60 |
| <b>5. Contract Term:</b>                              |              |              |
| a. Current End Date:                                  | 12/31/2020   |              |
| b. Revised End Date per this Amendment:               |              |              |

**For CONSTRUCTION CONTRACTS:**

1. Date(s) of Bid Advertisement:
2. Number of Bids Received, List of Bidders and Bid Amounts:
3. Date of Bid Opening:
4. Name of Architect:
5. Project Duration:
6. Liquidated Damages \$ per day: \$0.00
7. Phasing/Milestones:
8. DIR Contractor / Subcontractor registration #:
9. Other pertinent information:



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Madison Park Academy Expansion	<b>Site</b>	215
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### 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.

<b>Attachment Checklist</b>	<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
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### Contractor Information

<b>Contractor Name</b>	Innovative Construction Company	<b>Agency's Contact</b>	Jesse Arellano				
<b>OUSD Vendor ID #</b>	New	<b>Title</b>	Owner				
<b>Street Address</b>	8055 Collins Dr.	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94605
<b>Telephone</b>	510-209-4942	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	13124						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	3-12-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2020
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>		<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$606,361.60
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ 482,457.60
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
9799/9560	Fund 21, Measure B	210-9799-0-9560-8500-6274-215-9180-9901-9999-99999	6274	\$482,457.60

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b> <i>Kenaj</i>	<b>Date Approved</b>	3/10/2020		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> <i>Michael...</i>	<b>Date Approved</b>	4/10/2020		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> <i>Kenaj for Tadashi Nakadegawa</i>	<b>Date Approved</b>	3/10/2020		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			

Board Office Use: Legislative File Info.	
File ID Number	20-0528
Introduction Date	3-11-2020
Enactment Number	20-0409
Enactment Date	3-11-2020 er



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** March 11, 2020

**Subject** Award of Contract for Construction Services - Non-Competitively Bid -Madison Park Academy Expansion Project to Innovative Construction Company

**Action Requested** The District is currently constructing improvements at the Madison Park Academy. The Project is currently scheduled to be completed on or about February 1, 2020 and is now entering into its final phases. The original contractor on the Project was Vila Tulum Joint Ventures ("Vila")- Vila fell behind schedule on this Project and projects with other school districts. The District was forced to declare Vila in default and ask Vila's Surety, Liberty Mutual to take over the Project.

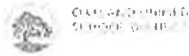
Vila and the District entered into a Takeover Agreement, whereby Liberty agreed to complete the Project. However, Liberty stated that it did not know if it could complete the Project in a timely manner if it were required to install a weatherproofing windscreen. The parties therefore agreed that the windscreen would be taken from Liberty's scope of work and transferred to another party.

The District elected to shift the work to Innovative Construction, an existing subcontractor on the Project. This shift of work did not require competitive bidding, because the work was already part of the Project scope and Innovative is an existing member of the construction team. In addition, the cost of the windscreen is already part of the Project budget.

The work is scheduled to commence on March 12, 2020, and scheduled to last until December 31, 2020, pursuant to the contract.

**Discussion** The scope of work of the contract to include providing repair and construction services for weatherproofing windscreen connections and replacement.





**CONTRACT JUSTIFICATION FORM**

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

Legislative File ID No. \_\_\_\_\_

Department: Facilities Planning and Management

Vendor Name: Innovative Construction Company

Project Name: Madison Park Academy Expansion Project No.: 13124 Contract

Term: Intended Start: March 12, 2020 Intended End: 12/31/2020

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$123,904.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy?  Yes (No if Unchecked)

How was this contractor or vendor selected?

Contractor is an existing subcontractor to the Project.

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

The scope of work is for construction services, to include installation of standoff connections to finish building, install galvanized support bars and replace connection plates; repair cut off plates at entry canopy; remove and replace weatherproofing Tyvek to allow for windscreen connections.

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?

The project Architect determined that the price was fair and reasonable. The amount was consistent with the price established for this item in the project budget for the underlying contract.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCA 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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$95,200 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/19)
- 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: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/19)
- 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: This Project was taken over by the original contractor's surety and is being completed by the Surety's contractor, Vertex Construction Services. As part of the Takeover Agreement, the District agreed to assign direct responsibility for the installation of the Perforated Screen work to another contractor. The scope and the price of the work would remain the same, legal responsibility was merely shifted to Innovative Construction, the subcontractor who had been assigned the work originally. The shifting of legal risks from an existing contractor to another existing contractor does not trigger the duty to rebid under the Public Contracts Code. It should be noted that the Innovative Agreement to be approved by the Board will have an additional Amendment added to it, which will include other tasks associated with the Perforated Screen. This "Base Agreement" is brought to the Board now to ensure the orderly progress of the work as the Amendment is finalized.

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

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This Agreement effective **March 12, 2020** is by and between the Oakland Unified School District, Alameda County, hereinafter called the "Owner," and **INNOVATIVE CONSTRUCTION COMPANY**, hereinafter called the "Contractor," with each a "Party," and together the "Parties." to this Agreement.

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

### **Madison Park Academy Expansion Project**

all in strict compliance with the plans, drawings and specifications therefore prepared by

### **OUSD, 955 High Street, Oakland, California**

and other Contract Documents relating thereto.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (the "Contract Time") shall be **Three Hundred Sixty-Five (365)** calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). In addition, the portion of the Work that **consists of** installation and providing materials per plans and specifications for the Low Voltage Systems: Document 00 11 12 Specifications; Drawings: A302 with Audio-Visual Markups.

"Time is of the essence in this Contract. The Contractor shall commence the Work (including mobilization) on or after **March 12, 2020** and shall complete the Work on or before **December 31, 2020**, (this period of time being the "Contract Time".)

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 the Contractor 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 the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or complete any specified portion of the Work by a milestone deadline: **One Thousand Dollars \$1,000.00** for each calendar day.

In addition, Contractor 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 Contractor.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: **One Thousand Dollars \$1,000.00** for each calendar day.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

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 the Contractor. 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, the

Contractor 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.

**ARTICLE IV. PAYMENT, AND RETENTION.** The Owner agrees to pay the Contractor in current funds **One Hundred Twenty-Three Thousand, Nine Hundred Four Dollars No/100 (\$123,904.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not includes contingency fund for the following scopes of work (respectively): Provide installation and providing materials per plans and specifications for the Low Voltage Systems: Document 00 11 12 Specifications; Drawings: A302 with Audio-Visual Markups.

Any payment from an allowance or contingency fund is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance or contingency, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance or contingency, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application or request for release of retention. Contractor's inclusion of a request for such payment in a progress payment application or release of retention, or Contractor's acceptance of a progress payment or release of retention that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance or contingency, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of any contractual contingency or allowance may only be increased by a change order approved by Owner's governing body. Once a contractual contingency or allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the

Agreement Contract Over \$60,000 - \$200,000 – Innovative Construction Company – Madison Park Academy Park Expansion Project - \$123,904.00

General Conditions. Upon Completion of the Work, all amounts in a contractual contingency or allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner's governing body.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a

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certified copy of all payroll records directly to the Labor Commissioner..

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** The Contractor must comply with the

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applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers’ Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers’ Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days’ notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance as follows:

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$ 1,000,000

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes a change order signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or

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overnight mail to the last business address known to the person who gives the notice.

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jody London 3/12/2020  
Date  
Jody London,  
President, Board of Education

Kyla Johnson-Trammell 3/12/2020  
Date  
Kyla Johnson-Trammell,  
Superintendent, Board of Education

Tadashi Nakagawa 1/9/20  
Date  
Tadashi Nakagawa,  
Interim Deputy Chief, Facilities Planning &  
Management

[Signature] 3/4/20  
Date  
Approved As to Form:  
OUSD Facilities Legal Counsel

**CONTRACTOR**

Innovative Building [FIRM NAME]

By: [Signature]

Name: Jesus Arellano

Title: President

999729  
CONTRACTOR'S LICENSE NO.

1/31/2021  
EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the

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corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

# INNOVATIVE

CONSTRUCTION Co.

CA 999729

9/12/2019

**PROJECT: Madison Park Business & Art Academy Expansion**

**SUBJECT: WIND SCREEN STRUCTURAL FRAMING CONNECTIONS**

WE PROPOSE TO FURNISH AND INSTALL MATERIALS AND LABOR ASSOCIATED WITH COMPLETING THE WORK AS NOTED ON PLANS DATED: 1/24/2019  
CCD 37 (AS123) DRAWN BY BYRENS KIM DESIGN WORKS.

**WIND SCREEN FRAMING SUPPORT CONNECTIONS AND REPAIRS: ..... \$ 121,000.00**

1. LAY-OUT AND OBTAIN EXISTING CONNECTION POINT LOCATIONS AND PROVIDE ACCESS.
2. PROVIDE AND INSTALL ALL STAND-OFF CONNECTIONS TO FINISH BUILDING.
3. INSTALL GALVANIZED SUPPORT BARS AND THRU BOLT CONNECTION PLATES AT ALL MISSING EMBEDS LOCATION PER DETAIL D3/A-504.
4. INSTALL ALL MISSING INTERIOR STRUCTURAL SUPPORTS PER DETAIL 11/S-304 AS NEEDED.
5. ALL MATERIAL TO BE HOT-DIPPED GALVANIZED.
6. REPAIR CUT OFF PLATES AT ENTRY CANOPY.
7. REMOVE AND REPLACE WEATHERPROOFING LYVER TO ALLOW FOR WINDSCREEN CONNECTIONS. REPLACE WEATHER BARRIER AS DIRECTED BY AOR.
8. EXISTING EMBEDS WILL BE USED AND FABRICATION WILL REFLECT AS-BUILT EXISTING CONNECTION POINTS

**EXCLUSIONS:**

- A. ANYTHING NOT SPECIFICALLY INCLUDED ABOVE IS SPECIFICALLY EXCLUDED.
- B. STRUCTURAL CALCULATIONS OR DESIGNS.
- C. INSPECTION COST OF ANY SORT.
- D. DOORS AND HARDWARE.
- E. PAINTING
- F. MECHANICAL, ELECTRICAL, AND/OR PLUMBING WORK.
- G. FINISH CARPENTRY OF ANY SORT.
- H. RESPONSIBILITY FOR ANY WORK DUE TO CHANGES.
- I. RESPONSIBILITY FOR ANY UNFORESEEN OCCURRENCS.
- J. RESPONSIBILITY FOR DELAYS CAUSED BY OTHER THAN INNOVATIVE CONSTRUCTION.

**GENERAL TERMS AND CONDITIONS:**

- A. OWNER TO PROVIDE ACCESS TO POWER AND WATER.
- B. OWNER TO PROVIDE ADEQUATE AREA FOR JOBSITE TRAILER.
- C. THIS PROPOSAL SHALL BE INCORPORATED AS AN EXHIBIT TO ANY SUBCONTRACT AGREEMENT.
- D. RETENTION SHALL BE EXCEED 5% OF THE SUBCONTRACT AGREEMENT.
- E. RETENTION SHALL BE PAID IN FULL WITH 30 DAYS FOLLOWING COMPLETION OF WORK.
- F. THIS PROPOSAL IS BASED UPON A NORMAL EIGHT (8) HOUR WORKDAY, FIVE (5) DAY WORKWEEK. NO OVERTIME, HOLIDAY, ACCELERATED SCHEDULE, OR PREMIUM TIME IN GENERAL.

INNOVATIVE CONSTRUCTION ACKNOWLEDGES AND UNDERSTANDS INDUSTRY STANDARD EXPECTATIONS AND WILL PERFORM WORK IN SUCH MANNER.

WE APPRECIATE THE OPPORTUNITY. IF YOU HAVE ANY QUESTIONS RELATED TO THIS ESTIMATE, PLEASE CALL.

SINCERELY,

**JESSE ARELLANO**  
**INNOVATIVE CONSTRUCTION**  
**(510) 209 - 4942**

INNOVATIVE CONSTRUCTION COMPANY  
8055 COLLINS DR AVE OAKLAND ,CA 94605  
TEL: 510-209-4942 EMAIL: INNOVATIVECCO@GMAIL.COM



INNOV-3

OP ID: JS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2019

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 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).

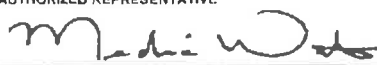
PRODUCER Insurance by Allied Brokers-1 Lic # 0525309 630 Cowper Street Palo Alto, CA 94301 Brenda Aldaco Parra	CONTACT NAME: <b>Mimi Watson</b> PHONE (A/C, No, Ext): <b>650-328-1000</b> FAX (A/C, No): <b>650-324-1142</b> E-MAIL ADDRESS: <b>certs@alliedbrokers.com</b>  INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: <b>Voyager Indemnity Co.</b> INSURER B: <b>Everest National Ins. Co</b> INSURER C: INSURER D: INSURER E: INSURER F:
INSURED <b>Innovative Construction Company</b> <b>Attn: Jesus Arellano</b> <b>8055 Collins Drive</b> <b>Oakland, CA 94621</b>	

**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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>AMW 0027187</b>	<b>05/12/2019</b>	<b>05/12/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per parson) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b>						EACH OCCURRENCE \$ AGGREGATE \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y	<input type="checkbox"/> N	<b>7600018308181</b>	<b>10/21/2019</b>	<b>10/21/2020</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**The holder of this certificate, Oakland Unified School District, is named as an Additional Insured as their interest may appear.**

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;"><b>OAKLNDU</b></p>  Oakland Unified School District 1000 Broadway, Ste. 300 Oakland, CA 94607	<b>CANCELLATION</b>  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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**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

Project Information			
Project Name	Madison Park Academy Expansion	Site	215
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	Innovative Construction Company	Agency's Contact	Jesse Arellano				
OUSD Vendor ID #	New	Title	Owner				
Street Address	8055 Collins Dr.	City	Oakland	State	CA	Zip	94605
Telephone	510-209-4942	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13124						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	3-12-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$123,904.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9799/9560	Fund 21, Measure B	210-9799-0-9560-8500-6274-215-9180-9901-9999-99999	6274	\$123,904.00

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.	Director, Facilities Planning and Management	Signature	Date Approved	12/1/19
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	3/4/20
3.	Acting Deputy Chief, Facilities Planning and Management	Signature	Date Approved	2/5/19
4.	Chief Financial Officer	Signature	Date Approved	
5.	President, Board of Education	Signature	Date Approved	