Board Office Use: Legislative File Info.							
File ID Number	21-1079						
Introduction Date	5-26-21						
Enactment Number	21-0907						
Enactment Date	5/26/2021 lf						



# Memo

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management
<b>Board Meeting Date</b>	May 26, 2021
Subject	Change Order No. 1 – Innovative Construction – Madison Park Academy Windscreen Installation Project - Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Change Order No. 1 to the contract between the District and Innovative Construction, Oakland, CA, for the latter to provide installation of the added plates at the outriggers, extended plates at the walkway frame, painting of the exterior steel framing, extended plates at the canopy entry and installation of the toe plates at the walkway frame (refer to PCOs 1-5), for the Madison Park Academy Windscreen Installation Project, in the amount of <b>\$40,740.00</b> , increasing the contract lump sum amount from <b>\$606,361.60</b> to <b>\$647,101.60</b> , and extending the current completion deadline of <b>December 30, 2020</b> to <b>March 12, 2022</b> , pursuant the Change Order.
Discussion	This Change Order is for Madison Park Academy Windscreen Installation Project.
LBP (Local Business Participation Percentage)	0.00%
Recommendation	Approval by the Board of Education of Change Order No. 1 to the contract between the District and Innovative Construction, Oakland, CA, for the latter to provide installation of the added plates at the outriggers, extended plates at the walkway frame, painting of the exterior steel framing, extended plates at the canopy entry and installation of the toe plates at the walkway frame (refer to PCOs 1-5), for the Madison Park Academy Windscreen Installation Project, in the amount of <b>\$40,740.00</b> , increasing the contract lump sum amount from <b>\$606,361.60</b> to <b>\$647,101.60</b> , and extending the current completion deadline of <b>December 30, 2020</b> to <b>March 12, 2022</b> , pursuant the Change Order.
Fiscal Impact	Fund 21, Measure B
Attachments	<ul><li>Change Order No. 1</li><li>Scope of Work</li></ul>

Division of Facilities Planning and Management 

955 High Street Oakland, California 94601

Phone 510/535-2728

Fax 510/535-7040

#### CHANGE ORDER NO. 1

Design-Bid-Build Contract

PROJECT: Windscreen Installation Project Madison

**CONTRACTOR:** Innovative Construction

**OWNER: OAKLAND UNIFIED SCHOOL DISTRICT** 

2212 87th Ave

DATE: March 22, 2022

DSA FILE NO.: 1-H8 DSA APP NO.: 01-115465 OUSD PROJECT #: 13134 PROJECT MANAGER: Alton Jefferson

Oakland, CA 94605

and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs): \_\_\_

Scope of work includes the installation of the added plates at the outriggers, extended plates at the walkway frame, painting of the exterior steel framing, extended plates at the canopy entry and installation of the toe plates at the walkway frame. (refer to PCOs 1-5)

OTHER AGREED CHANGES TO THE CONTRACT: <u>Time extension request of 72 calendar</u> <u>days.</u>

AGREED ADJUSTMENT TO CONTRACT PRICE IN THIS CHANGE ORDER: \$\_40,740.00.

AGREED ADJUSTMENT TO CONTRACT TIME IN THIS CHANGE ORDER: 72 calendar days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (including all specific allow	vances and	
any general contingency allowance):	\$ <u>606,361.60</u>	
Total of Prior Change Orders' Adjustments:	+ \$ 0	
Total Contract Price Prior to this Change Order:	= \$ <u>606,361.60</u>	
This Change Order's Adjustment:	+ <u>\$</u> 40,740.00	
New Contract Price (including all allowances):	= \$ 647,101.60	
Current Change Order's Percentage of Original C	Contract Price:	<u>6.71%</u>
Total Change Orders' Percentage of Original Cor	tract Price:	6.71%

**NOTE:** Any unspent allowance amounts (including any general contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

{SR542577}Change Order (revised 7/29/03)

Division of Facilities Planning and Management ● 955 High Street Oakland, California 94601● Phone 510/535-2728 ● Fax 510/535-7040

SUMMARY OF ADJUSTMENTS TO CONTRACT TIME FOR COMPLETION:

Original Contract Time: Time extensions granted in prior change orders: Time extension granted in this change order: Adjusted Contract Time: 365 Calendar Days

- + **0** Calendar Days
- + 72 Calendar Days
- = 437\_Calendar Days

December 31, 2020

March 12, 2022

Start date per Notice to Proceed: Completion Deadline Based on Adjusted Contract Time:

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER. INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER. CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

AS TO THE SCOPE OF THIS CHANGE ORDER, CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

Approved as to Brin: 4/28/21 OUSD Facilities Counsel Date marto 5/27/2021 Shanthi Gonzales, President Date Board of Education HAR How 5/27/2021 Kyla Johnson-Trammell, Superintendent Date Secretary, Board of Education

Division of Facilities Planning and Management @ 955 High Street Oakland, California 04601@ Phone 510/535-2728 • Fax 510/535-7040

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
		Director of Facilities
		Dato: 4132021
Lug - C	= Cift	
Date: 3/25/2021	pate: 3 23 21	Deputy Chief of Facilities
A second a s		Date: 19 2

[SR542577]Change Order (revised 7/29/03)

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Division of Paulities Planning and Management | 986 High Street Ockland, California 04001| Phone (610) 636-9728 | Fax (610) 636-7240

	ROPOSE	D CHANGE ORD	DER REQUE	ST No. 1	-
PROJECT: WIndscree	en Project		DA	re: 3/22/21	
SCHOOL: Madison P	ark Acaden	nv			
OWNER: OAKLAND UN		•	DA	A FILE NO .: 01-11	BABB
CONTRACTOR: Innova				SD PROJECT#: 13	
			rn'	DJECT MANAGER	MICH Pallerson
Contractor hereby submit General Conditions sectio	e thie Change ( ne 4.6.1, 4.6.2,	Drdør Requeel ("COR") pur 7.6, 7.7, 8,4.1, and 9,4.2.	eunni lu lhe contrac	t documente, includin	g but not limited to
DESCRIPTION OF AGRE			<u> </u>		
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REASON: Unforescen C The existing tabs at the		ame did not meet the	røquired depthe	for the steel tube	framling,
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(SR355238)Change Order	(revised 10/02/	19)			

#### OAKLAND UNIFIED SCHOOL DISTRICT MADISON PARK ACADEMY PHASE 2 PROJ# 13124

#### PCO **INNOVATIVE COR#001 - ADDING PLATES AT EXISTING OUTRIGGERS**

To: K. CHATMAN/Acting Director of Facilities

Emil Vinuya/Chief Cost Estimator From: Date: 9-Feb-21

#### **General Comments:**

Structural Steel Works Innovative COR#001	
No work is performed by Innovative fo	r COR#001.
PLEASE NOTE THAT THE RESUBMITTED	COST PROPOSAL IS LUMPSUM
AND CANNOT BE TRACED BACK THE CH.	ANGES MADE BY ITS
SUBCONTRACTORS IN THIS SUBMITTAL.	

WESTERN ERECTORS is a Second-Tier Sub to WSF.

Per Hourly	<b>VRates Submitte</b>	d, Gen <mark>eral</mark> Liabil	PPROVED RATES. ity & Auto Insurance	are not
	These are includ			
Additional	cost for Subsist	ence (\$9.38/hr) i	s not accepted cons	idering

17 this a local subcontractor.

GENERAL CONTRACTOR'S COST PROPOSA	L FOR THIS - INNOVATIVE COR# 001	
Revised #1	\$	3,776
ESTIMATED CONSTRUCTION COST FOR THIS	S PCO#XXX - INNOVATIVE COR# 001	
Revised#1	ar	3,576

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	9-Feb-21
	Oakland, CA		

Decription : PCO# - INNOVATIVE COR#001 ADDED PLATES at EXISTING OUTRIGGERS

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# Project Name: OAKLAND UNIFIED SCHOOL DISTRICT Project Number: 13124 MADISON PARK ACADEMY PHASE 2 Date: 9-Feb-21 Oakland, CA

Decription : PCO# - INNOVATIVE COR#001 ADDED PLATES at EXISTING OUTRIGGERS

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	#REF!
	Oakland, CA		

Decription : PCO# - INNOVATIVE COR#001 ADDED PLATES at EXISTING OUTRIGGERS

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Proj	ect Description:	ADDED P	LATES	at EXISTI	IG OUTR	IGGERS		· .	•		
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#### Fanny Hu <fanny.hu@ousd.org>

Tue, Feb 9, 2021 at 5:33 PM

### **Re: Madison : Emil Revised Settlement recommendations**

1 message

Jesus Arellano <innovativecco@gmail.com>

To: Fanny Hu <fanny.hu@ousd.org>

Cc: Ivan Fernando <ivanf@byrenskim.com>, Alton Jefferson <alton.jefferson@ousd.org>, Alton Jefferson <ajefferson@hattincm.com>, Kenya Chatman <kenya.chatman@ousd.org>

Fanny,

Please execute change orders per this settlement.)

#### Thanks

On Tue, Feb 9, 2021 at 2:32 PM Fanny Hu <fanny.hu@ousd.org> wrote: Hi Jesse,

See attached, the revised settlement recommendations from Emil. Let me know if you have any questions.

Thanks,

Fanny Hu Project Engineer Baines Group Inc. Oakland Unified School District 955 High Street, Oakland, CA 94601 510-436-2791

# Innovative Construction Company

Jesus Arellano - President Phone#: 510 209 4942 Email: InnovativeCCo@gmail.com 2/10/2021

OUSD Mail - MPA Windscreen; PCO 1; Existing tabs at canopy\_RFI 3 Weld Plates



From: Jesus Arellano <innovativecco@gmail.com> Sent: Wednesday, September 2, 2020 2:02 PM To: Alton Jefferson <aton Jefferson@ousd.org>; Fanny Hu <fanny.hu@ousd.org> Cc: tvan Fernando <ivanf@byrenskim.com>; Kenneth DeCarlo <ken@kdigrp.com> Subject: Existing tabs at canopy\_RFI response

Alton and Fanny,

(Per clinection given on RFI tesconse #3 (stached) pertenting to the existing to be at entry baropy and walk-way screen) (well, Any table that do not meet the required could onto the steet fube framing are to have an extended plate out walking (to the end of the existing table. Given this work was done prior by others.)
we proposed to move forward with the fix as directed on time and material for added cost in order to save time. Please advise if you would like us to move forward.)

Thanks,

-JA

# **Innovative Construction Company**

Jesus Arellano - President

Phone#: 510 209 4942

Email: InnovativeCCo@gmail.com

RFI #3 - Entry canopy welding clarifications Response 20200831\_.pdf

and make may advant on a start and and

OUSD Mail - MPA Windscreen; PCO 1; Existing tabs at canopy\_RFI 3 Weld Plates



From: Jesus Arellano <innovativecco@gmail.com> Sent: Wednesday. September 2. 2020 2:02 PM To: Alton Jefferson <alton.jefferson@ousd.org>; Fanny Hu <fanny.hu@ousd.org> Cc: Ivan Fernando <ivanf@byrenskim.com>; Kenneth DeCarlo <ken@kdigrp.com> Subject: Existing tabs at canopy\_RFI response

Alton and Fanny,

Per direction given on RFI response #3 (etteched) pertaining to the existing tabs at entry papery and walk-way screen) (wall. Any tabs that do not meet the required depth onto the steel tube framing are to have an extended plate built walded (to the end of the existing tabs. Given this work was done prior by others.)

#### 0

We proposed to move forward with the fix as dijected on time and material for added cost in order to save time. Please, advise if you would like us to move forward.)

Thanks,

-JA

# **Innovative Construction Company**

Jesus Arellano - President

Phone#: 510 209 4942

Email: InnovativeCCo@gmail.com

RFI #3 - Entry canopy welding clarifications Response 20200831\_.pdf

n never o comme construction electrication	nollities Planning and Ma	nngement   055 High Street Onkin	nd, Callfornia 84681  P	iano (810) 656 <b>-272</b> 8   Fax (810) 535-7940
	PROPOSED	CHANGE ORDE	R REQUES	T No. 2
PROJECT: Windsc	reen Project		DATE	3/22/21
SCHOOL: Madisor	n Park Academ	y		
OWNER: OAKLAND	UNIFIED SCHOO		DSA	ILE NO.: 01 - 116465
CONTRACTOR: Inne	ovative Constru	iction	oust	PROJECT#: 13124
			PRO	ECT MANAGER: Alton Jefferson
General Conditions se	ollons 4.6.1, 4,5.2, 7	.6, 7.7, 8,4.1, and 8,4.2,	int to the contract i	baumente, Inducting but not limited to
DEBORIPTION OF AG	REED OHANGER	N WORK I	n he welded onto	l)n ataal bax windaaraan frama,
		aunan ni fa la nu cana a a nu sta a nu		
CODE: 1 REASON: Unforesee The existing plates		hough to be welded ont	o the box steel t	windscreen frame,
TTACHEMENTS: PC ROPOSED ADJUST DJUSTMENT TO CC	MENT TO CONTR INTRACT TIME:	RACT PRICE: \$6,497. 14 calendar days		
Amount of Change:				Price \$6,497.00
	A Lump Sum	Time / Materiala No		ant to be determined aftor review
and negatiation. Time Extension: 14		ה המנשווו, כהאו והו וה מצרפתי	201421.00 Indi bi	au n na narontinkan Utor ToAloA
nitiated Gy:		Reviewed By:		Anknowledged By:
	3/25/21	Project Manager	3124121 Dato	Contrustor 3/23/21
Architect of Record	Date	L'alage and an all all all all all all all all all		
Architect of Record		OUSD Approval:		

(SR355238)Change Order (revised 10/02/18)

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#### OAKLAND UNIFIED SCHOOL DISTRICT MADISON PARK ACADEMY PHASE 2

PROJ # 13124

#### PCO# INNOVATIVE COR#002 -EXTEND SANDWICH PLATES AT WALKWAY FRAME

To: K. CHATMAN/Acting Director of Facilities

From: Emil Vinuya/Chief Cost Estimator

Date: 9-Feb-21

4

#### General Comments:

1 CONTRACTOR: INNOVATIVE CONSTRUCTION GENERAL NOTES:

Structural Steel Works Innovative COR#002:

General Superintendent is included under OH&P and should not be included separately.

Innovative cost proposal duplicated 10% mark-ups for labor since it is included in the hourly labor rates used.

#### 2 FIRST-TIER SUBCONTRACTOR: WSF(Weldway Steel Fab)

Structural Steel Works Innovative COR#002: There is excessive freight cost (\$1000) for this small plece of work.

**3 SECOND-TIER SUBCONTRACTOR: WESTERN ERECTORS** 

WESTERN ERECTORS is a Second-Tier Sub to WSF. Structural Steel Works Innovative COR#002:

Structural Steel Works Innovative COR#004: - SEE ATTACHED APPROVED RATES Per Hourly Rates Submitted, General Liability & Auto Insurance are not accepted. These are included under 10% OH&P.

Additional cost for Subsistance (\$9.38/hr) is not accepted considering this a local subcontractor.

GENERAL CONTRACTOR'S COST PROPOSAL FOR THIS PCO-INNOVATIVE COR#002 Rev1

ESTIMATED CONSTRUCTION COST FOR THIS PCO - INNOVATIVE COR#002 Rev1 \$ 5,497

8,236

\$

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	9-Feb-21
	Oakland, CA		

Decription : PCO# - INNOVATIVE COR#002 EXTEND SANDWICH PLATES AT WALKWAY FRAME

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		ONTRACT	DR:	INNOV	ATIVE	CONSTR	UCTION			-			
	- <u></u>												
		Labor r Costs		B) Tota	al Mate	rial	C) Tota		ital nt Cost				TOTAL
	B+F+			008	15		Equi	hue					
	COLUMN A DUNC	T 1 of 2			alijana armadilija		<u> </u>		n to callennicany and				
28	SHEE	T 2 of 2											
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1		Re	ital Sales T	ах	• • • • • • • • • • • • • • • • • • •		*****			of Total			Inc
2													
3									S	ubtotal - Line 7 ti	1ru 12:	\$	1,51
4													
5							or OH&P:		10.00%			Incl.	
6 7							or OH&P:		10.00%			\$	*
7 3					Gen	Contracto	or OH&P:		10.00%	Equipt. Ren	tal	\$	*
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Ď									00	ototal - Line 15 ti	iiu 13,	φ	1,51
1					Sub-S	ubcontra	actor's C	ost -	WSF WEL	DWAY STEEL FA	B	\$	4,747.3
-												•	-,
2				5	Sub-Sub	contracto	or OH&P:		5.00%	No	ne	\$	237.3
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-				Misc						, etc		\$	-
3 4 5									2.0536%			\$	
3 4 5 6				S	Subcontr	actor Bor	nd & ins.:		2.0030%	1		Э	-
3 4 5										E CONSTRUCTIO		э \$	6,497

	NADISON PARK AGALLIN	9-14C				H				Date	ane es
Γ						ABOR CO	ST	MATER	IAL COST	EQUIPM	ENT COST
No.	PCO# - INNOVATIVE COR#002	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
GE	N CONTRACTOR:	INNOVA	TIVE	CONSTR	UCTIO	N					
Pro	ject Description:	EXTEND	SANDW	ICH PLAT	ES AT W	ALKWAY	FRAME	ı. Y	1		
	Scope of Work:										
1	Added Plates at Existing HSS Ou	utriggers	8	1 .	1	L	Į.	1			
2	n hunun 🖷 👘						Į.				
3					-						
4	MATERIALS:										
5	Not Used	0	LS -					\$ -	S S		
6					-						
7											
8	LABOR:			-							
9 10	TOTAL COMPOSITE RATES:						:				
11	General Superintendent	Ť.	EA	8.00	8.00	\$ 165.00	\$ *	ОН			i i
12	Carpenter/JM	1	EA	8.00		\$ 113.00	\$ 904.00				
	Laborer/JM	1.	EA	8.00			\$ 608.00				
14											
15											
16											
17											
.18											
	EQUIPMENT:										
	Not used	1	LS							\$ ~	\$-
21											
22 23											
23 24					8						
24 25	SHEET TOTALS				16.00	\$ 94.50	\$ 1,512		\$ -		\$

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	#REF!
	Oakland, CA		

#### Decription : PCO# - INNOVATIVE COR#002 EXTEND SANDWICH PLATES AT WALKWAY FRAME

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	rence Drawing: CONTRACTOR:	COST PROPO			2020				
							la a la carta		
	Total Labor	B) Total Mater	ial	C) Tota					TOTAL
	Labor Costs	Costs		Equi	pmei	nt Cost			
	(B+F+LB)		warman et al state of the						
1	SHEET 1 of 2					-			
2	SHEET 2 of 2 \$ 504.00	\$	106.00		\$	250.00		\$	860.00
3	φ 504.00	φ	100.00		ф	250.00		Ф	860.00
4 5									
6		l							
7	\$ 504.00	+ \$	106.00	+	\$	250.00	+	<b>≓</b> \$	860.00
8				L	<b>T</b>				
9	Expenses:								
10	-	s Tax				9.25%	of Total Mate	rial:	Inc.
11		Тах				9.25%	of Total Rer	ntal:	Incl.
12									
13						Su	ubtotal - Line 7 thru	12: \$	860.00
14									
15			contracto			10.00%		\$	50.40
16		Sub	contracto	or OH&P:		10.00%		\$	10.60
17		Sub	contracto	or OH&P:		10.00%	Equipt. Rental	\$	25.00
18									
19						Sul	ototal - Line 13 thru	19: \$	946.00
20									
21			Sub-Sub	contract	or's (	Cost - WES	STERN ERECTORS	\$	3,620.29
22						E 000/	N	÷	494.04
23		500-50D	contracto	IT UHAP:		5.00%	None	\$	181.01
24		Mino Even	on Trow	al Lodaia	~ E~	od Donial	oto	¢	
25 26		Subcontr		**	у, го	2.0536%	etc	το το το \$	-
20 27		Subcolu	autor DUI	iu or ins,:		2.0000%		φ	
27	TOTAL	PROBABLE CO	NSTRUC		ст -	WSEWEL	DWAY STEEL FAB	\$	4,747.30
20	IUIA	FILLE OU	107100		J1 -	TAOL AACT	UNAI SIELL PAD	¢	4,/4/.JU

	HADISON PARK ACADEM	Y 91142								Data	arez)
					L	ABOR CO	ST	MATER	IAL COST	EQUIPME	NT COST
No.	PCO# - INNOVATIVE COR#002	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SUE	SCONTRACTOR:	WSF WE	ELDW	AY STEE	L FAB		· · · ·				
Proj	ect Description:	EXTEND	SANDW	ICH PLAT	ES AT W	ALKWAY	FRAME	1			
1	Scope of Work: Added Plates at Existing HSS Ou	Itriggers									
2 3											
4 5	MATERIALS: Steel plates	ť	LS				- - -	\$ 106.00	\$ 106.00		
6 7											
1 T .	LABOR: TOTAL COMPOSITE RATES:										
	Fabrication	1	LS	*	Ô	<b>\$</b> -	\$ 504.00				
13 14											
15 16									а - -		
17 18							;				
20	EQUIPMENT: Freight	1.	LS							\$ 250.00	\$ 250
21 22		7									
23 24 25	SHEET TOTALS				0.00	#DIV/01	\$ 504		\$ 106.00		\$ 250.00

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	#REF!
	Oakland, CA		

#### Decription : PCO# - INNOVATIVE COR#002 EXTEND SANDWICH PLATES AT WALKWAY FRAME

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	rence Drawing: -SUBCONTRACT	OR:	•		OSAL date	ed 11/30/2	2020	)	- 		
	Total Labor		B) Tota		erlal	C) Tota					TOTAL
	Labor Costs (B+F+LB)		Cost	S		Equi	pme	ent Cost			
1	SHEET 1 of 2			<i></i>		. 					
2	SHEET 2 of 2										
3	\$	2,150.19		\$	181.28		\$	959.70		\$	3,291.17
4		_,		•			•			•	-1
5											
6											
7	\$	2,150.19	+	\$	181.28	+	\$	959.70	+ =	s \$	3,291.17
8								,		, in the second s	
9		xpenses:									
10		laterial Sales T							of Total Materia		Inc.
11	ĸ	lental Sales Ta	Х	1999 - ANNA -	*******			9.25%	of Total Renta	:	Incl.
12 13								<b>e</b> 1	ıbtotal - Line 7 thru 12	. e	2 204
14								31	iptotal • Line / tinu 12	. Ф	3,291
15				S	ubcontracto	r OH&P:		10.00%	Labor	\$	215.02
16					ubcontracto			10.00%		\$	
17				S	ubcontracto	r OH&P:		10.00%	Equipt. Rental	\$	
18											
19								Sul	ototal - Line 13 thru 19	: \$	3,620
20											
21							Sub	o-Subcontra	ctor's Cost - None	\$	
22			_								
23			S	ub-Si	ubcontracto	r OH&P:		5.00%	None	\$	· #'
24			M.	<b>-</b>	<b></b>			and market		¢	
25						-	-		etc		
26 27			2	uDÇOI	ntractor Bor	iù & ins.:		2.0536%		\$	*
27 28		то	TAI 00			тристи	<b>.</b>	OCT ME	TERN ERECTORS	\$	2 620
20		10	INL PR	UDA	DLE CONS	INUUNI	/1¥ (	JUSI - WES	IERN ERECIURS	Ć.	3,620

		-				LABOR CO	1	MATE	RIAL C	OST	EQUIPM	ENT (	COST
No.	PCO# - INNOVATIVE COR#002	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Pei M. H.	Total Cost	Unit Cost	To	tal Cost	Unit Cost	Tot	tal Co
SUI	BCONTRACTOR:	WESTE	RN EF	ECTORS	}	· ·	1		ľ			Ī	
Pro	ect Description:	EXTEND	SANDV	ICH PLAT	ES AT W	I IALKWAY	FRAME	1	1.				
	Scope of Work:												
	Added Plates 1/4x5x5 at outrigge			.		1.							
1 2	Added Flates 1/4x5x5 at outrigg	is i	1			I	1						
2				:									
	MATERIALS:			1 1									
	232 Wire	24.00	LB			1	1	\$ 4.77	\$	114.48			
	Grinding Wheel	21.00	EA			ŀ		\$ 6.00		12.00		l	
	Cut-off Wheel	4	EA			l		\$ 4.00	1	16.00			
8	Cold Galv	4	EA					\$ 9,70	1	38.80			
9									ľ	55,000		ŀ	
10											-		
11	LABOR:					•						Į.	
13	TOTAL COMPOSITE RATES:	-						:			:	ļ.	
	Iron Worker/GFM	1	EA	12:00	12.00	\$ 108.15	\$1,297.8		ľ				
- 1	Iron Worker/JM	1	EA	9,00	9.00	\$ 94.71	\$ 852.39				:		
15											·. ·		
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19									ľ				
20 21													
	EQUIPMENT:												
1	Truck	Ŷ	EA	12.00	12.0						\$ 29.75	\$	357.0
	Welder	1	EA	21.00	21.0						\$ 19.86		417.0
	LN25	. t	EA	21.00	21.0						\$ 15.80 \$ 8.84		185.6
26			_								¥ 0.04.	Ψ	.00.0
27									1				
28	SHEET TOTALS				9.00	\$238.91	\$ 2.150.2		\$	181.28		\$	959.7

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Data: 9/24/2020	IGC Job # Madison Park - Wind	Screens
Customer:	ICC Change Order Request #	Revised 002
Oakland Unified School District		
955 High St	ICC Field Authorizations	None
Oakland Ca		
	Customer PCO#	
Project: Madison Park Academy		

Description of Extra Work: Innovative PCO #2 - Extend sandwich plates at walkway frame.

(1995) 2010)

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NV. Ø	CODE		QTY	UON	RATE	MATER	LABOR	EQUIP	នប	88
		MATERIAL			1					
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	16.000 M			EA	\$	<b>.</b>				
				EA	\$	3 .	\$	\$	.\$	·
				EA	s -	3				
		LABOR :								
		General Superintendent	0.00	HRS	165.00		0.00		\$	5,55
		Assistant Superintendent	0,00	HRS	115.00		0.00	\$ 4	\$	
		Ass. Super OT	0.00	HRS	147.00		0.00			
·		Foreman	0.00	HRS	110.00		0.00			
		Foreman OT	0.00	HRS	147.00		00.0			
		Journey Carpenter	0.00	HRS	113.00	92°40140000000000000000000000000000000000	00.0			
		Journey Carpenter OT	0.00	HRS	145.00	••••••••••••••••••••••••••••••••••••••	00.0			······
		Apprentice Carpenter	0.00	HRS	101.00		00.0			
		Apprentice Carpenter OT	0.00	10,000	735.00	<u></u>	0.00	· · · · · · · · · · · · · · · · · · ·		····
	<del>,</del>	Journey Laborer	8.00	·	76.00	<b>****</b>	Rdba.no	plant has it want,		<u>.</u>
		Journey Laborer OT	0.00	asilinumininis	97.00		0.00	jaanin maana ja kuu kuu kuu kuu kuu kuu kuu kuu kuu ku		•••••••
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		SUB TOTALS		•		\$ *	\$ 608	\$	\$	5,551
		TOTAL ALL ITEMS							\$	6,159
		Overhead & Profit - Materials	l	<u> </u>	i		RATE	10%		
				ersini (bedanana 1.111.111)			RATE		\$	~
		Overhead & Profit - Labor		<u></u>				10%	\$	61
		Overhead & Profit - Equipment				: 	RATE	10%	\$	
		Overhead & Profit - Subcontract Sales Tax			-		RATE	5%	\$	278
	*	Sales lax	r		i					
	·····	CHANGE ORDER TOTAL	······						\$	6,497
			~~~~~			86 A.S. 6				
	·····	EXCLUSIONS: Mock-up-Contifice	tions-Ad	litional m	terial beside	s mentioned ab	ove-Training	0es :		
······		ADD 14 DAYS TO PROJECT SCH	12 M 1 1 2 3		,			1 C C C C C C C C C C C C C C C C C C C		

#### Submitted By:

#### Accepted By:

Jesus Arellano Innovative Construction Company 3055 Collins Dr Oakland, CA Alton Jefferson

Division of Paalillas Planning and Management | Dan High Street Oakland, California 04001| Phone (610) 636-2726 | Pax (816) 636-7740

	FRUPUSEI	D CHANGE ORDE	er reques	T No. <u>3</u>
PROJECT: Windso	reen Project		DATE	3/22/21
BCHOOL: Madisor	n Park Academ	іу		
OWNER: OAKLAND	UNIFIED SCHO	OL DISTRICT	D8A	FILE NO.: 01-115485
CONTRACTOR: Inn	ovative Constru	uction	OUBI	PROJECT#: 13124
			PRO	ECT MANAGER: Alton Jefferson
Contractor hereby sul General Conditions se	omits this Change O ctions 4.5.1, 4.5.2, 7	rder Request ("COR") pursu 7.6, 7.7, 8,4.1, and 8,4.2.	ant to the contract c	bouments, including but not limited to
DESCRIPTION OF AG	REED CHANGES	IN WORK I		
Scope of work inclu	des cleaning and j	prepping the galvanized at	eei framing for pai	nting,
	an an ann an Air an Air ann an Air			
CODE: 2 REASON: Owner Re The windscreen su		re requested to be pain	led to match the	colors of the windscreen.
REASON: Owner Rea The windscreen su TTACHEMENTS: PC	pport frames we CO #3, Settlemen MENT TO CONTI	t Recommendation RACT PRICE: \$27,675.00	<mark>na na k</mark> ilinin dalamata ang kana kana kana kana kana kana kana	colors of the windscreen.
REASON: Owner Rea 'he windscreen su 'TACHEMENTS: PC ROPOSED ADJUST DJUSTMENT TO CC	pport frames we CO #3, Settlemen MENT TO CONTI	t Recommendation RACT PRICE: \$27,675.00		
REASON: Owner Rea 'he windscreen su 'TACHEMENTS: PC ROPOSED ADJUST DJUSTMENT TO CC	pport frames we CO #3, Settlemen MENT TO CONTI DNTRACT TIME:	t Recommendation RACT PRICE: <u>\$27,875.00</u> 40 calendar days □ DEDUCT	) Final	<b>Colora of the windscreen.</b> Price: \$27,075.00 3/22/21
REASON: Owner Rea The windscreen su TTACHEMENTS: PC ROPOSED ADJUST DJUSTMENT TO CO	pport frames we CO #3, Settlemen MENT TO CONTI DNTRACT TIME: 정 ADD 정 Lump Sum	I Recommendation RACT PRICE: \$27,675.00 40 calendar days DEDUCT DEDUCT Time / Materials No	) Final I To Exceod Dale	Prico:\$27,975.00
REASON: Owner Rea The windscreen su TTACHEMENTS: PC ROPOSED ADJUST DJUSTMENT TO CC Amount of Change: Contractor to proceed and negaticition.	pport frames we CO #3, Settlemen MENT TO CONT DNTRACT TIME: 점 ADD 점 Lump Sum with work described	I Recommendation RACT PRICE: \$27,675.00 40 calendar days DEDUCT DEDUCT Time / Materials No	) Final I To Exceod Dale	Pr]co:\$27,075.00
REASON: Owner Rea The windscreen su TTACHEMENTS: PC ROPOSED ADJUST DJUSTMENT TO CO Amount of Change: Contractor to proceed and negaticilon. Time Extension: 40	pport frames we CO #3, Settlemen MENT TO CONT DNTRACT TIME: 점 ADD 점 Lump Sum with work described	I Recommendation RACT PRICE: \$27,675.00 40 calendar days DEDUCT DEDUCT Time / Materials No	) Final I To Execced Date <b>927;670;00</b> final cc	Pr]co:\$27,075.00
REASON: Owner Rea The windscreen su TTACHEMENTS: PC ROPOSED ADJUST ADJUSTMENT TO CO Amount of Change:	pport frames we CO #3, Settlemen MENT TO CONT DNTRACT TIME: 점 ADD 점 Lump Sum with work described	t Recommendation RACT PRICE: \$27,875.00 40 calendar days DEDUCT DEDUCT Time / Materiala No I herein, cost not to exceed	) Final I To Execced Date <b>927;670;00</b> final cc	Prico: \$27,075.00 

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Manuskin Alson Alson

(SR355238)Change Order (revised 10/02/19)

#### OAKLAND UNIFIED SCHOOL DISTRICT MADISON PARK ACADEMY PHASE 2

PROJ # 13124

#### PCO INNOVATIVE COR#003 - WINDSCREEN PAINTING

To:	K. CHATMAN/Acting Director of Facilities
From:	Emil Vinuya/Chief Cost Estimator

Date: 5-Dec-20

#### General Comments:

1 CONTRACTOR: INNOVATIVE CONSTRUCTION GENERAL NOTES:

Windscreen Painting Innovative COR#003

Cost by Innovative based on approved amount by OUSD.

Attached are the mark-up sheets for innovative and its Subcontractors

proposals so they can see where the differences are.

Innovative approved labor rates include 10% OH&P.

PROPOSAL FOR THIS PCO - INNOVATIVE		
		27,675
FOR THIS PCO - INNOVATIVE COR# 003	2	- 11

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	#REF!
	Oakland, CA		

Decription : PCO# - INNOVATIVE CCR#003 WINDSCREEN PAINTING

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	rence Drawing: CONTRACTOR:	# INNOVA		E CONSTRU	ICTION						
				2.00110111							
	Total Labor Labor Costs (B+F+LB)	B) Tota Cost		terial	C) Total Equi		ntal ent Cost				TOTAL
1 2 3 4 5	SHEET 1 of 2 SHEET 2 of 2 \$ 20,828		\$	1,375.00		\$	4,850.00			\$	27,052.76
6 7	\$ 20,828	+	\$	1,375.00	+	\$	4,850.00	÷	а Н	\$	27,052.76
8											
9 10	Expenses: Material Sales	Tax	сы.,	at at a destinent men dere			9 25%	of Total Mate	rial		Inc.
11	Rental Sales T							of Total Rei			Incl.
12					990.97 T. F. F.						
13							S	ubtotal - Line 7 thru	12:	\$	27,053
14											
15			5	Subcontracto	or OH&P:		10.00%	Labor			0.00
16				Subcontracto			10.00%			\$	137.50
17			5	Subcontracto	or OH&P:		10.00%	Equipt. Rental		\$	485.00
18											
19							Sul	btotal - Line 13 thru	19:	\$	27,675
20						OL	0h.a	atada Cast Nama		£	
21 22						JUC	-supcontra	actor's Cost - None		\$	
22		c	ub-9	Subcontracto			5.00%	None		\$	-
23 24		0	abse				0.0070	110116		Ψ	iù.
25		Misc	Exp	enses: Trave	el. Lodain	a. F	ood. Rental	, etc		\$	-
26			•	ontractor Bor	· •	-	2.0536%			\$	•
27											
28	TOTAL P	ROBABL	E C(	ONSTRUCT	ION COS	T - I	NNOVATIV	E CONSTRUCTION		\$	27,675

	MADISON PARK ACCOUNT									Data	<b>4</b> 75172
					l	ABOR CO	ST	MATER	IAL COST	EQUIPMI	ENT COST
No.	PCO# - INNOVATIVE CCR#003	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SUI	BCONTRACTOR:	INNOVA	TIVE	CONSTR	UCTIO	N State					
Proj	ject Description:	WINDSCF	REEN P	AINTING	ı.		1	,	s ì		
1 2 3	Scope of Work: Apply DTM Paint to Steel framin	g at Scree	n Wall	· · · · · · · · ·							
4 5 6 7	MATERIALS: Direct To Metal Paint Misc. painting materials Wall Protection	2 1 1	5Gal C LS LS		-			\$ 312.50 \$ 400.00 \$ 350.00	\$ 625.00 \$ 400.00 \$ 350.00		
10 11 12	LABOR: TOTAL COMPOSITE RATES: Carpenter/FM Painter/JM Painter/App	1 4 1	EA EA EA	16.00 36.00 72.00		ł					
17 18 19 20 21 22 23	EQUIPMENT: Articulating Boom Lift, 60' 25' Scissor Lift	¢	Month Month							\$ 3,000.00 \$ 1,850.00	
24 25	SHEET TOTALS				160.00	\$ 130.17	\$ 20,828		\$ 1,375.00.		\$ 4,850.00

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Date: 10/0/2020	ICC Job # Madison Park + Wirld Boreans
Openant United Hubbal Plaintel	ICO Cliance Order Renussi # BUS
Pag Figh III	IDD Flate Authorizations
Callend Ca	
	Duniumer Mille

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Projecti Medison Park Asademy Description of Matra Work: Innovative PGD #3 - Gleen and prep galvanked lube steat framing. Apply DTM paint to steel framing at surven with Instell well and floor pretection as instelled.

DIV. # COD		QTY	ÚÓM	RATE	MATER	LABOR	aguip	SUBO
	MATERIAL							****
municipal di serventati	MATERIAU ( Direct lo melai paint + 8 gallan	9.00 1.00	RA EA	1	a azo.o			
1919) (1919) 1919) (1919)	Miscullandous paintlyg Woll Protestian	1,00	EA BA	1	400.00 8 8 380.00		d internet	ale en
erri oli di di a stato ma			ØA	1	i			
		h nie	UA NA					<u> </u>
	LABORI							
	General Superintendent Assistant Superintendent		HRA	(14		0,0		
	Ass. Super OT		HRB	- 60 - 0		0,0		
in provide the	Carpeniar Poreman		HRS	10		1,760.0	0	in an
	Foreman OT Journey Painter	144,00	HRB	10. 10.		0.0		
	Journey Carpenter OT	0.00	HHB	di	<b>0</b>	0.0		
	Appranilos Palnier Appranilos Carponier OT	72.00	HRB	41.0 10		8,041.8 0.0		
anna liinaanaanaa	Julinay Laborar	0.00				0,0		
	Jeurney Leborer OT Admin	0.00 0.00	Cut to in the	00	2	0.01		
	Communication of the second	Uruu.				0.01		
	distanci in the second seco						8 .	1
and a second s						************************************	a manage and the management of the second	
-						n assessment and a second	a management	
	EQUIPMENTA							<i>f</i> -,
****	60' Boom M	1,00					<b>3 a,uú</b> a,ga	K/
-	28' Belanor lift	1,00				s deservations and the	8 1,000,00	<u> </u>
enter anna anna anna anna anna anna anna an	BUBCONTRACT							
yanan nina wa						<b>8</b>	<b>1</b>	Contraction of the
9 33		in Partie	Andread and an and a second					ي بر با
-			na gaanaaaa haanaa		49000000000000000000000000000000000000		Balantin and a farmer with	
* minimiseri		-	Çuraşının analaşı		1,375	¥ 20,088	4,880	<u>n</u>
						#simunit#itammir		trackan
-	TOTAL ALL ITEMS				-		······	\$ 27,003
	Overhead & Profit - Meteriale	alla ann an Air an A Air an Air an A	Nerridgijskoholiseetadii. Matrice aantal		i weith multiplication of second	RATA	10%	1 137.00
	Overhead & Profit - Labor Overhead & Profit - Equipment		*****	······		RATE	10%	
	Overhead & Profil - Bubcontract	in an ann an a	ngalo daga tillitor man	li-	·	RATE	10%	496
-	Salan Tex	<u> </u>		and a second		in statistical and the state of	10.0000 y 13.000 Key	
	CHANGE ORDER TOTAL	na n		potentine-et				1 27.675
	EXCLUBIONS: Mock-un-Cartifica	ions-Add	illonal mi	l terial basid	as moulened sh	nua Teslalan		
		P			AR TOKIOLANA AR	AAMAI TUUUUU	WEB.	<sup>40</sup> rre 21 re
	ADD X DAYS TO PROJECT SCH	the second second						

Alton Jefforson



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Date: 10/0/2020	ICC Job # Madison Park - Wind	Screens
Customer:	ICC Change Order Request#	Revised 003
Oakland Unified School District		
955 High St	ICC Field Authorization#	None
Oakland Ua		
	Customer PCO#	

Project: Madison Park Academy Description of Extra Work: Innovative PCO #3 - Clean and prep galvanized tube steel framing. Apply DTM paint to steel framing at screan wall. Install wall and floor protection as needed.

ow, #	CODE	άτγ	NOM	RATE	MATER	LABOR	EQUIP	8085
	MATERIAL							
	Direct to metal point - 5 gallon	2.00	EA	<u>s</u>	\$ 825.60			
	Miscellaneous painting	1.00	EA	\$	\$ 400.00			·····
nini i	Wall Protection	1,00	EA	\$	\$ 350.00			
			EA	\$	<b>\$</b> +	l		
			EA	\$	\$	<b>S</b>	\$ -	\$
			EA	3 .	<b>\$</b>	·		
	LABORI							
	General Superintendent	0.00	HRS	0.00		0.00		
	Assistant Suparintendant	0,00	HRS	0.00		00.0	\$	\$
	Ass, Super OT	0,00	HRS	0.00	Linda adama tarang da	0.00		
l.	Carpenter Foreman	16,00	HRS	110.00		1,780.00		
	Foreman OT	0.00	HRS	0.00		0.00		
	Journey Painter	123.07	HRS	90.46		11,132.91		
	Journay Carpenter OT	0.00	HRS	0.00	a national second	0.00		
1.	Apprentice Painter	72.00	HRS	.83.91		6,041.62		
	Apprentice Carpenter OT	0.00		0,00		60.00		
	Journey Laborer	0.00		0.00		0.00		
	Journey Laborar OT	0.00		0.00		0.00	1.	
	Admin	0.00	2000	s	·····	0.00		
		••••••••••	ېۋىتىيە. 					
			,				\$-	\$
							· · · · · · · · · · · · · · · · · · ·	
	S							
		[	[					
		[				·		
1	EQUIPMENT	i i		1.28				
	50' Boom lift	1,00	[		1	·	\$ 3,000,00	
	25' Scissor lift	1.00					\$ 1,850.00	
				1.000				
	BUBCONTRACT. DREWIN 2 18							
			etat anter sur const o		\$	\$ *	s -	
maran ji ay				8	\$ -	\$ -	\$	5
		-						
					······································			·····
	SUB TOTALS				\$ 1,375	\$ 18,934	\$ 4,850	\$
	GOD TO TALS							· · · · · · · · ·
<u> </u>					iničio an in antista i			
[·-	TOTAL ALL ITEMS						l:	\$ 25,1
					ni nomeni da de seren de sere	1		
	Overhead & Profit - Materials	1	1			RATE	10%	\$ 137.
	Overhead & Profit - Labor			,		RATE	10%	\$ 1,8
	Overhead & Profit - Equipment					RATE	10%	\$ 4
						RATE	10%	\$
	Overhead & Profit - Subcontract Salus Tax				······	MIS	10 /8	
	5805 187	1	1					renzana
	CHANGE ORDER TOTAL			h				\$ 27,6
			for the second s					[
	EXCLUSIONS: Mock-up-Corillica	tions-Ad	ditional ma	nterial besid	es montioned at	ove-Training	foos	
			1					
	ADD 40 DAYS TO PROJECT SCI	HEDULE	1	[				
		1	1	1	[			1

Submitted By:

Accepted By.

Jesus Areilano (nnovative Construction Company 8055 Collins Dr Oakland, CA

Alton Jefferson

Division of Faailitias Planning and Management | 956 High Gireol Oskland, Galifornia 94641| Phone (810) 636-2720 | Fax (810) 636-7046

,	PROPOSED	CHANGE ORD	ER REQUES	T No. 4
PROJECT: Windso		–िक्स के बंग राज के आपके लेखके आपके जे के किसक		3/22/21
SCHOOL: Madiso				
OWNER: OAKLAND			DSA	FILE NO,;01-115465
CONTRACTOR: Inn				D PROJECT#: 13124
CONTRACTOR: IIII		19461941 I		JECT MANAGER: Alton Jefferson
Contractor hereby at	bmite ihis Chancie Or	rdor Roquest ("COR") pur	auant to the contract o	bouments, including but not limited to
General Conditions of	ollomu 4.6.1, 4.6.2, 7	10, 7.7; 0.4.1, and 8.4.2.		
DESCRIPTION OF AL	JREED OHANGES II	tended plate butt to the	existing connection	platos in order to meet the required depth
of the steel tube fra	iming .			
)				
CODE: 1				
REABON: Unforese	en Condition			A T
The existing tabs a	it the entry canop	y did not meet the re	quired depths for	the steel tube framing.
ATTACHEMENTS: P				
PROPOSED ADJUS ADJUSTMENT TO C	IMENT TO CONTH ONTRACT TIME:	RACT PRICE: <u>\$1,514.0</u> <u>5</u> calendar days	2 <b>9</b>	
Amount of Change:			Fina	Il Prico:\$1,514.00
	🛛 Lump Sum	🗆 Time / Matorials	Nol To Exceed Date	a:
Contractor to proceed	d with work described	i hăreln, coși noi lo excee	d_01;014.00_final.co	welver reflact bonkmaleb od of
and negotialion.	calendar daya			
Time Extension: 6 Initiated By:	LEIGHLEIT GELAN	Reviewed By:		Asknowledged By:
				711 13
J. June 1	( - 3/25/21	p=+4/	3/24/21	( Jall a 23/2/
Architeot of Record	Dinto	Project Managor	Dato	Coutractor Date
OUSD APPROVAL:		OUBD Approval		
	: <b>1</b> -	$\left( \subset I \right)$	(,.)	
1 ( hat	Histor	1	4/16/01	
Director of Feglillins		1		
Puperer al cabiline	Dato	Doputy Chief	Mun	

ality of a state and so all and a state of a

(SR355238)Change Order (revised 10/02/19)

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#### OAKLAND UNIFIED SCHOOL DISTRICT MADISON PARK ACADEMY PHASE 2

PROJ # 13124

#### PCO INNOVATIVE COR#004 - EXTEND SANDWICH PLATES at ENTRY CANOPY

To:	K. CHATMAN/Acting Director of Facilities
From:	Emil Vinuya/Chief Cost Estimator
Date:	9-Feb-21

#### **General Comments:**

GENERAL NO	TES:			
Structural Stu	el Works Innovativ	e COR#004:		
No work	is performed by	nnovative for C	OR#004	

AND CAN NOT BE TRACED BACK THE CHANGES MADE BY ITS SUBCONTRACTORS.

2 FIRST-TIER SUBCONTRACTOR: WSF(Weldway Steel Fab) Structural Steel Works Innovative COR#004: SEE COMMENTS ABOVE.

**3 SECOND-TIER SUBCONTRACTOR: WESTERN ERECTORS** 

WESTERN ERECTORS is a Second-Tier Sub to WSF.

Structural Steel Works Innovative COR#004: - SEE ATTACHED APPROVED RATES Per Hourly Rates Submitted, General Llability & Auto Insurance are not accepted. These are included under 10% OH&P.

Additional cost for Subsistence (\$9.38/hr) is not accepted considering this a local subcontractor.

 1,58
 IVE COR# 004

Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT MADISON PARK ACADEMY PHASE 2 Oakland, CA	Project Number: Date:	13124 9-Feb-21

Decription : PCO# - INNOVATIVE COR#004 EXTEND SANDWICH PLATES AT ENTRY CANOPY

١,

	erence Drawing: NERAL CONTRACTOR:			)SAL subi CONSTRI		i Jan	uary 19, 2	)21		
	Total Labor Labor Costs (B+F+LB)	B) Tota Cost	l Mate		C) Tota		tal nt Cost	∴divi≵ :c≧e z e		TOTAL
1 2 3 4 5	SHEET 1 of 2 SHEET 2 of 2 \$ -		\$	•		\$	jaj:		\$	رتيو:
6 7	\$ *	+	\$	447 1	+	\$	1 <u>4</u> ;	+	≊ \$.	· 44)
8 9	Expenses:									
10	Material Sale		10 0.00	and the second second second				of Total Materia		Inc.
11		Tax	eenia (ale)		18:14834.48 <b>4</b> .48		9.25%	of Total Renta	al:	Incl.
12 13 14							S	ubtotal - Line 7 thru 1	2: \$	<b>*</b>
14			Ger	Contracto	r OH&P:		10.00%	Labor	\$	<u>بن</u>
16			Gen	Contracto	r OH&P:		10.00%		\$	-
17			Gen	n Contracto	r OH&P:		10.00%	Equipt. Rental	\$	•*
18									- •	
19 20							Su	ototal - Line 13 thru 1	9:\$	*
20 21			Sub-	Subcontra	actor's C	ost -	WSF WEI	DWAY STEEL FAB	\$	1,442.30
22									4	.,
23		S	lub-Su	ibcontracto	r OH&P:		5.00%	None	\$	72.12
24										
25			•			-		etc		<b>H</b> .
26		S	ubcon	tractor Bor	nd & ins.:		2.0536%		\$	۳.
27 28	TATAI	ומגסהסמ		ICTOUCT		ти		ECONSTRUCTION	\$	1,514
20	101AI.	TRUDADL		101KUU	011 003	1 - 11,		LONGINUM	φ	l <sub>3</sub> 314

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	#REF!
	Oakland, CA		

Decription : PCO# - INNOVATIVE COR#004 EXTEND SANDWICH PLATES AT ENTRY CANOPY

	rence Drawing:			OSAL date		2020					
SUB	CONTRACTOR:	WSF W	ELDV	VAY STEE	FAB						
				ġ,					4		
	Total Labor	B) Tota		erial	C) Tota						TOTAL
	Labor Costs	Cos	ts		Equi	pmei	nt Cost				
	(B+F+LB)					ماهامحمانية					
1	SHEET 1 of 2										
2	SHEET 2 of 2		¢	20.00		æ				\$	461.00
3	\$ 432.00		\$	29.00		\$	/ 346 *			φ	401.00
4 5											
6		ł									
7	\$ 432.00	+	\$	29.00	+	\$	- -	+	, H	\$	461.00
8		<u> </u>								÷	
9	Expenses:										
10	Material Sale	s Tax	x 4(+ x 2,4 + 4,4	(* *,* %, %, * * * * * <i>*</i> * * * *			9.25%	of Total Mate	erial:		Inc.
11	Rental Sales						9.25%	of Total Re	ntal:		Incl.
12											
13							S	ubtotal - Line 7 thru	12:	\$	461.00
14											
15				ubcontracto			10.00%			\$	43.20
16				ubcontracto			10.00%			\$	2.90
17			Sı	ubcontracto	r OH&P:		10.00%	Equipt. Rental		\$	÷
18							•		40.	•	507.40
19							Su	btotal - Line 13 thru	19:	Þ	507.10
20 21				Cub Cub		aria (		STERN ERECTORS		\$	890.67
21				Sub-Sub	contract	0151	0051 - WEG	SIERN ERECIONS		φ	090.07
22		c	Sub-Si	ubcontracto	THLP.		5.00%	None		\$	44.53
23 24		· ·	00-01				0.00 /0	AMIG		Ψ	
24		Misc	Expe	nses: Trav	el Lodain	a. Fo	od. Rental	, etc		\$	-
26			•	ntractor Bor		-	2.0536%		.,.,.	\$	
27		, v								,	
28	TOTAL	. PROBAE	BLE C	ONSTRUC	TION CO	ST -	WSF WEL	DWAY STEEL FAB		\$	1,442.30
									ia III anii	-	

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	MADISON PARKAGAZEM	r PHAS								Oate	MAESI
					L	ABOR CO	ST	MATER	IAL COST	EQUIPM	NT COST
No.	PCO# - INNOVATIVE COR#004	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SUI	BCONTRACTOR:	WSF WI	ELDW	AY STEE	L FAB				······	· · · · ·	
Pro	ect Description:	EXTEND	SANDW	ICH PLAT	ES AT E	NTRY CAN	IOPY				
	Scope of Work: Added Plates at Existing HSS O	utriggers									
2 3 4 5 6	MATERIALS: Steel plates		LS					\$ 29.00	\$ 29.00		
7 8 9 10 11	LABOR: TOTAL COMPOSITE RATES: Fabrication	( <b>1</b>	LS		0	\$ *	\$ 432.00				
12 13 14 15 16								and the second se			
17 18 19	EQUIPMENT: Not used			a Shihara Yao				And the second sec			
20 21 22 23 24		-									
24 25	SHEET TOTALS				0.00	#DIV/0!	\$ 432		\$ 29.00		\$ -

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	#REF!
	Oakland, CA		

Decription : PCO# - INNOVATIVE COR#004 EXTEND SANDWICH PLATES AT ENTRY CANOPY

Reference Drawing: SUB-SUBCONTRACTOR:		COST PROPOSAL dated 11/30/2020 WESTERN ERECTORS								
Total Labor		1 '	B) Total Material		C) Total Rental Equipment Cost					TOTAL
Labor Costs		Costs		Equi	pmei	nt Cost				
1	(B+F+LB) SHEET 1 of 2									
2	SHEET 2 of 2									
3	\$ 568.26	\$	69.24	: 8	\$	172.20			\$	809.70
4	φ 000.20	¥	00121		*				•	
5										
6										
7	\$ 568.26	+ \$	69.24	+	\$	172.20	+	Ħ	\$	809.70
8					ز نامین است. ا					, and the second se
9	Expenses:									
10	Material Sale	s Tax	\$*****************	uga e systematiques		9.25%	of Total Mater	rial:		Inc.
11								ital:		Incl.
12										
13	Subtotal - Line 7 thru 12						12:	\$	810	
14										
15	15 Subcontractor OH					10.00%			\$	56.83
16		-	Subcontractor OH8			10.00%			\$	6.92
17	7 Subcontractor OH&P: 10.00% Equipt. Rental								\$	17.22
18										
19						Sul	btotal - Line 13 thru	19:	\$ ×	890.67
20					<b>.</b> .	<b>.</b>			•	
21					Sub	-Subcontra	actor's Cost - None		\$	*
22		• • •		-		= 0.004	N		٨	
23	-							\$	-	
24		• · · · -	· · · · · ·						¢	
25							• • • • •	\$ \$	-	
26		Subcol	ntractor Bor	na & Ins.:		2.0536%			Ф	-
27				Thi 10714	<b></b>	OCT WE			¢	000 67
28		IUIAL PROBA	BLE CONS		JNÇ	USI - WE	STERN ERECTORS	Maara	\$	890.67

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											a. Sector
		Γ		-	· I	ABOR CO	ST	MATER	IAL COST	EQUIPME	INT COST
No.	PCO# - INNOVATIVE COR#004	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SUI	BCONTRACTOR:	WESTE	RN EF	RECTORS	5			1			
Pro	ect Description:	EXTEND	SANDV		ES AT EI	NTRY CAN	IOPY	, ,	Í		
	Scope of Work:	1									
1	Added Plates 1/4x5x5 at outrigg	ers	I.	1		•					
2											
3											
4	MATERIALS										
5	232 Wire	12,00	LB		4			\$ 4,77 \$ 6.00 \$ 4,00			
6	Grinding Wheel	2	EA					\$ 6,00	\$ 12.00		
7	Cut-off Wheel	0	EA		-				14 Ge		
8	Cold Galv	0	EA					\$ 9.70	\$ · ·		
9							;				
10	1						ļ				ĺ
11	LABOR:										
12	TOTAL COMPOSITE RATES:							1			
13	Iron Worker/GFM	4	EA	*			\$ -				
14	Iron Worker/JM	া	EA	6.00	6.00	\$ 94.71	\$ 568.26				
15											
16		l.	ŀ								
17											
18											
19				1						1	
20											
21 22	EQUIPMENT:										1
22	Truck	- -	EA	0.00	0.0					\$ 29.75	\$ -
23	Welder	1	EA	6.00						\$ 19.86	\$ 119.16
24	LN25	1 1	EA	6.00	Ŧ	1	í.			\$ 8.84	\$ 53.04
25		'					1				
20	·						l.				
28	SHEET TOTALS				6.00	\$ 94.71	\$ 568.26		\$ 69.24		\$ 172.20

# **Detailed Estimate**

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Dato: 10/22/2020	ICC Job # Madison Park - Wind	Screens
Customais	ICC Change Order Request #	Revised 004
Oakland Unified School District	· · · · · · · · · · · · · · · · · · ·	
955 High St	ICC Field Authorization#	None
Oakland Ca.		
	Customer PCO#	

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Project: Madison Park Academy

Description of Extra Work: Innovetive PCO #4 - Extend sandwich plates at entry canopy.

/. <b>#</b> CO	DE	QTY	UOM	RATE	MATER	LABOR	EQUIP	SUBS	
				Lange	·	[	[	<u> </u>	
	MATERIAL								
1		0.00	EA	5	3			·	
		0.00	EA	5	\$ .				
		0.00	EA	·\$	<u> </u>				
			EA	\$	·				
			EA	÷ -		\$	\$ •	\$	
. نسبار			EA	5	<u> </u>	L			<u></u>
<u></u>	LABOR				1.0.0				
i line	General Superintendent		HRS	166-00		0.00		\$ 1 \$	1,4
	Assistant Superintendent	0,00		115.00	والمينية المستعمد المستعلم	00.0	\$ •	3	
	Ass. Super OT	0.00	1	142 00	harnin maanii firmii j				
	Foreman		HRS		<u> </u>	00.0	<u> </u>		
	Foreman OT		HRS	147.00		0.00	·····		
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	TOTAL ALL ILENG	·							<u>.</u>
	Overhead & Profit - Materials		£:	<u></u>		RATE	10%	\$	
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1	ADD 5 DAYS TO PROJECT SCH		•••••••	£			\$e	÷	*****

Submitted By:

Accepted By:

Jesus Arellano Innovative Construction Company 8055 Collins Dr Oakland, CA Alton Jefferson

OAKLAND	UNIFIED	SCHOOL	DISTRICT
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Division of Facilitias Planning and Management | 965 High Street Oskiand, California 94001 (Phone (610) 938-2728 ) Fax (610) 836-7040

		TO ALLANOT A	ANER REAL	EQT No. #	
		ED CHANGE O		2 · · · · · · · · · · · · · · · · · · ·	
PROJECT: Winded	•		DATE	3/22/21	
school: Madiso					
OWNER: OAKLANI	D UNIFIED SCHOO	L DISTRICT	DSA	FILE NO.: 01-115485	
CONTRACTOR: Inr	novative Constru	ction	OUS	PROJECT#: 13124	
			PRO	JECT MANAGER: Alton Jefferson	
General Conditions a	oollone 4.6.1, 4.5.2, 7 GREED CHANGES	.6, 7.7, 8.4,1, and 8.4.2.		documenta, including but not limited to anl up the gap.	
			an a		
CODE: 1					
REASON: Unforme	an Condition De	SIGN ERROR		d the windscreens. It was requested	1
ATTACHEMENTS: P	CO #5, Settlement	to seal that gap to pr t Recommendation IACT PRICE: \$1,478.0	event any injuries		
ADJUSTMENT TO C			Ela	al Price:\$1,478,00	
Amount of Change:	ADD .			e:_3/22/21	
	🖾 Lump Sum			l cost to be determined after review	
end negotiation.			A "ATTULAWAYAA"		
Initiated By:		Roviewed By:		Acknowledged By:	
Architest of Record	(	Broject Maphysor	3/24/21 Date	Contemptor 3/2.2/2	1
OUSD APPROVAL:		OUSD Approval:		6	
Director of Facilities	4/14/2021	Deputy Child!	- AKEJ Dato		
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(SR355238)Change Order (revised 10/02/19)

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#### OAKLAND UNIFIED SCHOOL DISTRICT MADISON PARK ACADEMY PHASE 2

PROJ# 13124

### PCO# INNOVATIVE COR#005 - INSTALL TOE PLATE AT WALKWAY FRAME

To: K. CHATMAN/Acting Director of Facilities

From: Emil Vinuya/Chief Cost Estimator

Date: 9-Feb-21

#### General Comments:

5

1 CONTRACTOR: INNOVATIVE CONSTRUCTION GENERAL NOTES: Structural Steel Works Innovative COR#005:

No work is performed by Innovative for COR#005.

PLEASE NOTE THAT THE RESUBMITTED COST PROPOSAL IS LUMPSUM AND CANNOT BE TRACED BACK THE CHANGES MADE BY ITS SUBCONTRACTORS.

2 FIRST-TIER SUBCONTRACTOR: WSF(Weldway Steel Fab) Structural Steel Works Innovative COR#005: SEE COMMENTS ABOVE.

**3 SECOND-TIER SUBCONTRACTOR: WESTERN ERECTORS** 

WESTERN ERECTORS is a Second-Tier Sub to WSF.

Structural Steel Works Innovative COR#005:- SEE APPROVED RATES. Per Hourly Rates Submitted, General Liability & Auto Insurance are not accepted. These are included under 10% OH&P.

Additional cost for Subsistence (\$9.38/hr) is not accepted considering this a local subcontractor.

4 GENERAL CONTRACTOR'S COST PROPOSAL FOR THIS PCO - INNOVATIVE COR#005 Rev#1

1,531

\$

. The second s

ESTIMATED CONSTRUCTION COST FOR THIS PCO - INNOVATIVE COR#005 Rev#1 \$ 1,478

#### OAKLAND UNIFIED SCHOOL DISTRICT

MADISON PARK ACADEMY PHASE 2

PROJ # 13124

#### PCO# INNOVATIVE COR#005 - INSTALL TOE PLATE AT WALKWAY FRAME

To: K. CHATMAN/Acting Director of Facilities

From: Emil Vinuya/Chief Cost Estimator

Date: 5-Dec-20

#### General Comments:

1 CONTRACTOR: INNOVATIVE CONSTRUCTION

**GENERAL NOTES:** 

Structural Steel Works Innovative COR#005:

No work is performed by Innovative for COR#005.

First Tier Sub - WSF (Weldway Steel Fab)

Work done by WSF is limited to fabrication work.

Second Tier Sub - Western Erectors

Western Erectors is Sub to WSF. Work done by Western Erectors is limited to Steel Erection Work.

Attached are the mark-up sheets for innovative and its Subcontractors proposals so they can see where the differences are.

### 2 FIRST-TIER SUBCONTRACTOR: WSF(Weldway Steel Fab)

Structural Steel Works Innovative COR#005: Per Contract, Self-Performed Work by Weldway Steel Fab (WSF) will receive 10% mark-ups (OH&P).

Per Contract, Work performed by Second-tier Sub(Western Erectors) -WSF mark-ups is only 5%OH&P, not 10% used by WSF.

#### **3 SECOND-TIER SUBCONTRACTOR: WESTERN ERECTORS**

WESTERN ERECTORS is a Second-Tier Sub to WSF.

Structural Steel Works Innovative COR#005: Per Contract, Seit-Performed Work by Western Erectors will receive 10% mark-ups(OH&P) not a total of 30% as used by this Sub/Western Erectors, as shown in Sub mark-up column(15%) + bottom of the page(15%).

Hourry labor rates used by Western Erectors for Iron Worker/GFM & Iron Workers/JM are high compared to OUSD approved rates. See attached DIR rates & OUSD approved rates calculations.

4		FOR THIS PCO - INNOVATIVE	1
	COR#005		\$ 1,764
ı		n	 

### 5 ESTIMATED CONSTRUCTION COST FOR THIS PCO - INNOVATIVE COR#005 \$ 1,467

# COST ESTIMATE SUMMARY

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	5-Dec-20
	Oakland, CA		

Decription : PCO# - INNOVATIVE COR#005

Install toe plate at walkway frame due to elevation issues

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17							or OH&P		10.00%			\$	 ax1.
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20 21					Sub-S	ubcontra	actor's Co	ost -	WSF WEL	DWAY STEEL FAB		\$	1,396.85
22 23				S	ub-Sub	contracto	or OH&P:		5.00%	None		\$	69.84
24 25 26							el, Lodgin nd & ins.:	-	ood, Rental, 2.0536%	etc	190	\$ \$	*
27 28			TOTAL P	ROBABL	E CONS	STRUCT	ION COS	Г - I	NNOVATIVI	E CONSTRUCTION		\$	1,467

Last Printed: 12/4/2020

# COST ESTIMATE SUMMARY

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	5-Dec-20
	Oakland, CA		

Decription : PCO# - INNOVATIVE COR#005 Install toe plate at walkway frame due to elevation issues

		Drawing ACTOR				OSAL date		2020	i				
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28	and and a second second		IUIALI	'KUBA	BLE C	UNSTRUC	TION CC	191 -	WSP WEL	DWAY STEEL FAB		\$	1,396.85

# **Detailed Estimate**

	MADISON PARK ADADEM	Y PHAR	12							Date:	12/3/2020
ľ		Ι			L	ABOR CO	ST	MATER	NAL COST	EQUIPMI	ENT COST
No,	PCO# - INNOVATIVE COR#005	No. of Units	Per	M.H. Pər Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SU	SCONTRACTOR:	WSF WI	ELDW	AY STEE	L FAB						
Proj	ect Description:	Install toe	plate a	at walkway	frame d	ue to eleva	ation issu	es 1	1		
	Scope of Work:			:							
1	Added Plates at Existing HSS O	utriggers									<b>.</b>
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3					,		-				
4 5	MATERIALS: Steel plates	1	LS					\$ 176.00	\$ 176.00		
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	LABOR:							1			
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# COST ESTIMATE SUMMARY

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Project Name:	OAKLAND UNIFIED SCHOOL DISTRICT	Project Number:	13124
	MADISON PARK ACADEMY PHASE 2	Date:	5-Dec-20
	Oakland, CA		

Decription : PCO# - INNOVATIVE COR#005 Install toe plate at walkway frame due to elevation issues

	rence Drawing: SUBCONTRACTOR:		OPOSAL date N ERECTORS		2020				
	Total Labor Labor Costs (B+F+LB)	B) Total M Costs		C) Tota		tal nt Cost			TOTAL
1 2 3 4	SHEET 1 of 2 SHEET 2 of 2 \$ 423.20		§ 9.54		\$	233.80		\$	666.54
5 6 7	\$ <u>423.20</u>	+ 5	\$ 9.54	. +	\$	233.80	+	ă <b>≑</b> \$	666,54
8 9 10 11	<b>Expenses:</b> Material Sales Rental Sales T		and the set of the set of the set				of Total Mater of Total Ren		Inc. Incl.
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10 17 18			Subcontracto			10.00%		\$	23.38
10 19 20						Su	btotal - Line 13 thru	19: \$	733.19
20 21 22					Sub	-Subcontra	actor's Cost - None	\$	<b>.</b>
22 23 24		Sul	o-Subcontracto	or OH&P:		5.00%	None	\$	بد
24 25 26			xpenses: Trav ocontractor Boi	-	•	ood, Rental 2.0536%	, etc	\$ \$	-
27 28	T	OTAL PRO	BABLE CONS	STRUCTI	ON C	OST - WE	STERN ERECTORS	\$	733.19

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		1			L	ABOR CO	ST	MATER	IAL COST	EQUIPME	INT COST
No.	PCO# - INNOVATIVE COR#005	No. of Units	Per	M.H. Per Unit	M. H. Total	Cost Per M. H.	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SU	BCONTRACTOR:	WESTE	RN ER	ECTORS	)						
Pro	ect Description:	Install toe	plate a	at walkway	frame di	ue to eleva	ation issu	es I	Í		
	Scope of Work:										
1	Added Plates 1/4x5x5 at outrigg	ers					i				
2											
3			:								
4	MATERIALS:										
5	232 Wire	2.00	LB			1		\$ 4,77	\$ 9.54		
6	Grinding Wheel	0	EA					\$ 6.00	\$ ~		
7	Cut-off Wheel	0	EA					\$ 4,00			
8	Cold Galv	0	EA					\$ 9.70	\$ ः		
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11	LABOR:	ŀ									
12	TOTAL COMPOSITE RATES:										
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# **Detailed Estimate**

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Description of Extrs Work! Innovative PCO #5 - Instell tes plate at walkway frame due to oloviations issues.

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	*** n20.00   i.,	TOTAL ALL ITEMS			Contraction and Contraction and Contract	- 2.00007303030.19003000-0	ALC: N. M.	anna, a e eastainnig	1	1 884	1991 0-
					94112869 Ministration 122.00	· · · · · · · · · · · · · · · · · · ·	11110/00/00/00/00/00/00/00/00/00/00/00/0	ITTERMENTIALISTICALOR TERMENT			1016.89
		Svorlived & Profit - Materiala		1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -	**************************************	mainstance with a second	RATE	10%		an a	•
	ļ,	erhand & Profit - Labor		1994 - Tal All Carlos - Anno - An	90000 a	Carrier and Carrier and Carrier and	RATE	10%	-2	**************************************	
		overhead & Profit - Equipment	**************************************	Construction of the	2000-00-00-00-00-00-00-00-00-00-00-00-00		RATE _	P7 10%			
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·	·····	alex Tox			the conservation of the co	and second second second second second		10 -104/	\$ 		- 69.84 - 1466.6
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		CHANGE ORDER TOTAL				A.S	020111111110000000000000000000	17/10/1 M0794440 (1000 440000000)			-
	opannika.					A STREET, STORE AND A STREET, ST	117 '.o''''''''''''''''''''''''''''''''		. Karaman	-1004	1466.6
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man		ADD X DAYS TO PROJECT SONE					**************************************	Conservation and the second second	» ~~~ <del>?</del>	111511111111100-00.3-000988*	

Submitted By:

Accepted By:

Jesus Arellano Innovative Construction Company 8035 Collins Dr Oakland, CA

Alton Jeffarson

### Project:

# OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND, CA

SOURCE: DIR	2020-2	issue Date: Expiration Date;	22-Aug-20 31-Dec-20
		Date Prepared:	23-Aug-20

# IRONWORKER

WAGE RATES MARKUPS & INDIRECTS.

AREA-1

		JM	1.5OT	20T	FM
	JOURNEYMAN	HR. RA	di E		
	Basic Hourly Rate	\$ 42.5	0 \$ 63.76	\$ 85.00	\$ 47.50
	Vacation & Holiday	\$ 8.3			\$ 5.30
	Taxable Income	\$ 47.8	0 \$ 69.05	\$ 90.30	\$ 52.80
	FRINGES:				÷
	Health & Welfare	\$ 10.0			\$ 10.05
	Pension	\$ 13.3	_ ~ ~		\$ 13.32
	Vacation/Holiday	\$ 5.3	• • • • •		\$ 5.30
	Training	\$ 0.7			\$ 0.72
	Other Payments	\$ 4.4	7 \$ 4.47	'\$4.47	\$ 4,47
	TOTAL FRINCES.	i	6 5 32.86	T. CO. CO.	
		0.00000	0 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$83.86	08,65
	TOTAL - WAGE + FRINGES	\$ 76.3	6 \$ 97,61	\$118.86	\$ 81.36
			and the second		
	LABOR BURDEN/PAYROLL TAXES: (Appl	ed to Tax	ble Houriv	Rate)	
	SSI 6.20	% \$ 2.9			\$ 3,27
	Medicare 1.45	% \$ 0.6			\$ 0.77
	FUTA 0.80	% \$ 0.3			\$ 0.42
	SUI 6.20	% \$ 2.9	3 \$ 4.28		\$ 3.27
	Workmen's Comp 10.35		5 \$ 7.16		\$ 5,48
	TOTAL INS. & TAXES 25:004	% \$ 11.9	5 \$ 17.26	\$ 22.58	\$ 113.20
	TOTAL - PATES & FRINGES, INS. TAXE	5. \$ 98.3	1 \$ 114.87	\$ 141.43	\$ 94.56
Note:					
	Maximum Allowable Labor Burden: The"	Labor Bun	den" allowed	for change	orders are
	SSI, Medicare, FUTA, SUI & Workmen's (	Comp, with	n maximum	allowable am	ount of
	25% of taxable income only. If exceeded	, a copy o	f Workmen's	S Comp Prem	lum should
	be provided to the District for review & a	djustment	*	<b>.</b>	
		-			

CO Labor Rate Bkdwn 2020-2 12/2/2020 2:42 PM

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	REQUEST FOR SU	BCONTRACT CHANG	ORDER
Change Order No.:	005	Date:	October 22, 2020
Subcontract # :		Job:	Madison Park Academy
Client:	innovative Building, inc.	WSF Job # :	20-111
Client Job #:			
Description of work: Added Toe Plate @ 1-E Detailing	\$0.00		
Material Fabrication		102 mark-up =	\$ 627.00
Freight Erection	\$250.00 \$ \$827.00- 783.19		
Mark Up 5% & Sul	5 \$202.00 793.19 + 3	5% mark-up =	=\$769.85
Total	\$1,504.00 1394.85		
* All cond	litions, exclusions, and clarifications in	cluded in our original sco	pe letter apply to this change order. *
	ADD: ONR THOUS	AND SIX HUNDRED FOUR D	OLLARS
	This Change:	\$ <del>1,604:00</del> 139	6.85
ACCEPTED:			
[CLIENT]		WELDWAY STEEL	FAB
Authorized Signature:		Authorized Signat	ura:
Print Name:	an gan character a sum and a strain an	Print Name:	
Date:	nerokolesztere a alma kaza o	Date:	an i sanan ana ang kana na kana
	Please sign and rate	um this Change Order Imm	adiately

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# EXTRA WORK WAGE BREAKDOWN

Job: Madison Park Academy CC	OR #:	10/5/2020 6 12737	*
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DESCRIPTION OF WORK:

### Add toe plate at 1-E507

Standard Ratio         138.8d         0.00         1594         134.47.2         0.00         50.00           OT Rate (Presidion Only)         32.63         0.00         1594         57.82         0.00         50.49           Oreman Iron Worker         Hours         Base Cost         Markup         Faile         MU Value         Tatal           Standerd Rate         // 5.8 (24671)         4         Alacos         Markup         Faile         MU Value         Tatal           OT Rate (Premium Only)         23.66         #2.3 (21.2878)         1/6.3 (22.2728)         #2.4 (2.27.212878)         #2.4 (2.4 (2.27.212878)         #2.4 (2.4 (2.4 (2.27.212878))         #2.4 (2.4 (2.4 (2.27.212878))         #2.4 (2.4 (2.4 (2.27.212878))         #2.4 (2.4 (2.4 (2.27.212888))	Labor Rate Effective 06/29/20 - 5/2 Indent from Worker		Houra	Basy Cont	Marku	Ŕ	Rata par Hri	MU.Valua	Total	
OT Rate (Premium Only)         72.63         0.00         1378         57.52         0.00         \$60.00           DT Rate (Premium Cally)         71.78         0.00         1274         62.65         0.00         \$60.00           DT Rate (Premium Cally)         71.78         0.00         1274         62.65         0.00         \$60.00           Standard Rate         // 5.7         21.56         4// 22.66         4// 22.67         1274         77.84         77.84.17         84.11         0.00         \$60.00           DT Rate (Premium Only)         22.66         4// 22.67         4// 22.67         1274         77.84.17         78.04         0.00         \$80.00           DT Rate (Premium Only)         22.65         40.00         // 4.154         78.04         0.00         \$80.00           Standard Rate		125.84	and the second				and the second se	Contraction of the second s	die eine die die die die die die die die die di	Landon Contraction Contractor
DT Rate (Premium Opty)         71.78         0.00         1.82.91         0.001         0.001           Orgensan fron Worker.         Hours         Basa Cest         Markue         Reit Sar H.         MU Value         Total           Standard Rate         /// 5.7         24.861         Markue         Reit Sar H.         MU Value         Total           Standard Rate         /// 5.7         24.861         // 4.87.1         1.98.71         // 4.87.1         // 4.87.1         0.000         \$\$\$.000           DT Rate (Prendum Only)         64.251         0.001         1.97.1         8.1.87.1         0.000         \$\$\$.000           DT Rate (Prendum Only)         65.256         0.001         1.97.1         34.00         0.000         \$\$\$.000           DT Rate (Prendum Only)         25.961         0.001         1.97.1         34.00         0.000         \$\$\$\$.000           DT Rate (Prendum Only)         39.32         0.000         1.96.1         12.82.60         0.000         \$\$\$\$\$\$\$\$\$000           DT Rate (Prendum Only)         39.32         0.000         1.96.1         12.001         0.000         \$		Statement and a state of the local division		0,00		and the state of t		and the second se		COLUMN T THE REAL PLAN
Oracasan Con Worker         Dual         All		71.78		0.00		18%	92.59	0,00]		80.00
Standard Rate         (2) 5.2.446751         4         A	oremen fron Worker		Houra	Bara Cost			Rete par Hr.	MUValue		
OT Rate (Prentum Only)         20.66         ###         0.00         194         /*         24.41         0.00         \$0.00           DT Rate (Prentum Only)         63.25         0.00         197, £04         73.04         0.00         \$0.00           Ton Worker         Hours         Basa Cost         Markus         Nataszet.Hs.         MU Valua         Total           Standard State         417.42         0.00         197, 498         53.00         0.00         \$0.00           OT Rate (Prentum Only)         26.96         0.00         197, 498         55.00         0.00         \$0.00           DT Rate (Prentum Only)         26.96         0.00         197, 498         55.00         0.00         \$0.00           DT Rate (Prentum Only)         26.95         0.00         147, 498         \$5.00         0.00         \$0.00           DT Rate (Prentum Only)         26.95         0.00         147, 498         \$2.02         0.00         \$0.00           DT Rate (Prentum Only)         24.51         0.00         147, 498         \$2.02         0.00         \$0.00           DT Rate (Prentum Only)         24.51         0.00         14         158         147.00         \$0.00         \$0.00		115.8.148.91	4	473-67	423.26	1 Jan	10/ 180.75		465.22	\$840.99
DT Rate (Premittin Cally)         65.35         0.00         P/r         Zong         0.00         20.00 </td <td></td> <td>and the second designed and the se</td> <td>Contraction of the second</td> <td>400 0.00</td> <td>, 1</td> <td></td> <td>Warman Constances and Internal</td> <td>and the second /td> <td></td> <td>10000000000000000000000000000000000000</td>		and the second designed and the se	Contraction of the second	400 0.00	, 1		Warman Constances and Internal	and the second		10000000000000000000000000000000000000
How works/         Jaka		65.25		0.00	10/r	A0%	75.04	0,00		90.00
Bindard Rate         442.64         0.00         135/         138.00         0.00         90.00           OT Rate (Presidue Only)         26.56         0.00         107         25%         \$1.00         0.00         \$0.00           DT Rate (Presidue Only)         39.32         0.00         17.15%         66.22         0.00         \$0.00           Standard Rate         196.75         0.00         17.15%         66.22         0.00         \$0.00           Standard Rate         196.75         0.00         126.41         0.00         \$0.00           Standard Rate         196.75         0.00         126.41         0.00         \$0.00           OT Rate (Premium Only)         24.51         0.00         16.1         \$25.85         \$2.02         0.00         \$3.00           DT Rate (Premium Only)         23.93         0.00         17.15%         \$2.02         0.00         \$0.00           DT Rate (Premium Only)         40.59         0.00         114.54         10.40         \$0.00         \$0.00         \$0.00           DT Rate (Premium Only)         40.59         0.00         115%         147.45         \$1.00         \$0.00         \$0.00           DT Rate (Premium Only)         51.17			Hours	Basa Cost	Marki	12	Nata per Hr.	MU Valua	Total	
OT Rate (Premium Only)         26.96         0.00         / b / ski         51.00         0.00         50.00           DT Rate (Premium Only)         39.32         0.00         / b / ski         68.22         0.00         50.00           Standad Rate         194.88         0.00         / b / ski         68.22         0.00         \$0.00           OT Rate (Premium Only)         24.51         0.00         / b / ski         28.21         0.00         \$0.00           OT Rate (Premium Only)         24.51         0.00         / b / ski         28.21         0.00         \$0.00           DT Rate (Premium Only)         24.51         0.00         / b / ski         28.20         0.00         \$0.00           T Rate (Premium Only)         24.51         0.00         / f / ski         28.21         0.00         \$0.00           T Rate (Premium Only)         53.92         0.00         / f / ski         98.35         0.00         \$0.00           T Rate (Premium Only)         40.59         0.00         / f / ski         44.83         0.00         \$0.00           T Rate (Premium Only)         11.17         0.00         / f / ski         45.34         98.35         0.00         \$0.00           Standard Pred (Premium		A12.61			Λ	15%	129.50	00.00	and Constants and the State of States of State	\$0.00
DT Rete (Premium Only)         59.32         0.00         # /* /155/         68.22         0.00         50.00           sim from Worker.         194.53         0.00         A 144         220.21         0.00         40.00           Standard Rete         194.53         0.00         A 144         220.21         0.00         40.00           OT Rate (Premium Only)         24.51         0.00         ////////////////////////////////////		States of the local division of the local di		0.00	ALC: No. of Street, St	15%	31.00	0.00		\$0.00
Instruction         Hours         Base Cost         Marking         Base Zost         Marking         Base Zost         Mult Value         Total           Standard Rate         194(53)         0.00         154(1000)         30.00         \$0.00 <td></td> <td></td> <td></td> <td>0.00</td> <td>1 10</td> <td>/15%</td> <td>68,22</td> <td>0.00</td> <td></td> <td>\$0.00</td>				0.00	1 10	/15%	68,22	0.00		\$0.00
Introduction         194(33)         0.00         1 194(33)         0.00         1 194(33)         0.00         90.00 <td>and a second /td> <td></td> <td></td> <td>· · · · · · · · · · · · · · · · · · ·</td> <td></td> <td>100</td> <td>Baia gawite</td> <td>MILLA</td> <td>Yaizi</td> <td></td>	and a second			· · · · · · · · · · · · · · · · · · ·		100	Baia gawite	MILLA	Yaizi	
Statute Action         Arrow										
Constraint         Constraint <thconstraint< th="">         Constraint         Constrai</thconstraint<>	and the second se	and the second state of th	مصطالبة الكاليرين إلا <del>مع</del> د	STOL BOAL ST. SC. MUMBER	- 7.9-		And the Alter of t	Sector and the sector of the sector		
Int Rate (Premium Only)     12921       g Englinnear     Hours     Boss Cost     Markus     Ress par Hr.     MU Valua     Dotal       Standard Rats     12843     0:00     // 154     147.89     0:00     \$0.00       OT Rate (Premium Only)     40.59     0:00     // 154     46.48     0:00     \$0.00       DT Rate (Premium Only)     51.17     0:00     // 154     93.35     0:00     \$0.00       nt     Diversion (Colly)     51.17     0:00     // 154     93.35     0:00     \$0.00       nt     Diversion (Colly)     1.17     0:00     // 154     93.35     0:00     \$0.00       nt     Diversion (Colly)     1.17     0:00     // 154     147.69     // 154     \$0.00       nt     Diversion (Colly)     1.17     0:00     // 154     93.35     0:00     \$0.00       nt     1.22.45     0:00     // 154     147.69     // 154     \$2.75     \$4     147.69     \$2.75     \$4     147.69     \$2.75     \$4     147.69     \$2.75     \$4     \$2.75     \$4     \$2.75     \$4     \$2.75     \$4     \$2.75     \$4     \$2.75     \$4     \$2.75     \$4     \$4.75     \$2.75     \$4     \$4.75     \$2.75			ia minune e manageria	Construction of the owner	-1º/r	And in Section		and the second se		Contraction of the local data
Strandard Rate         1287.43         0.00         115/k         147.69         0.00         \$0.00           OT Rate (Premium Only)         40.59         0.00         /0.7         25%         46.68         0.00         \$0.00           DT Rate (Premium Only)         \$11.17         0.00         /0.7         25%         46.68         0.00         \$0.00           DT Rate (Premium Only)         \$11.17         0.00         /15/k         147.69         0.00         \$0.00           DT Rate (Premium Only)         \$11.17         0.00         /15/k         93.35         0.00         \$0.00           Int         Bits         ////////////////////////////////////	DT Rate (Premium Univ)			<u></u>	منجنية وسيدتهم	<u></u>		le in an		
Stability         2002         0.00         / / /         264         46.68         0.00         80.00           DT Rate (Premium Only)         \$1.17         0.00         / /         Asse         0.00         \$0.00 </td <td>g Englinneer</td> <td></td> <td>Hours</td> <td></td> <td>Mark</td> <td></td> <td></td> <td>Contraction of the local division of the loc</td> <td><u>(pial</u></td> <td></td>	g Englinneer		Hours		Mark			Contraction of the local division of the loc	<u>(pial</u>	
DT Rate (Preinlum Only)         \$1.17         0.00         4         7         Asse         99.35         0.00         \$0.00           nt         Oty         Bata         Hours         Hass Cost         Mariuo         Mill Value         Total           Supar/Gon. Foreman Truck         1         29.75         4         119.00         7.4354         17.74         44.755           Welder         1         19.86         4         79.64         79.75         44.757         14.757         77.744.94         97.753           INZA         1         12.45         0.00         15%         47.957         40.65           Torch / Air Arc         1         12.45         0.00         15%         0.00         0.00           Alr Compressor         1         38.81         0.00         15%         0.00         0.00           Scisor Lift         1         22.43         0.00         15%         0.00         0.00           60 FT: Zoom Boom         1         59.89         0.00         1.856         0.00         0.00           Carae         1         79.80         0.00         1.856         0.00         0.00           Carae         1         59.89 </td <td>Standard Rate</td> <td></td> <td></td> <td>the second s</td> <td>4</td> <td></td> <td>COLUMN AND AND AND AND AND AND AND AND AND AN</td> <td></td> <td>and the second /td> <td>A COLORADO AND A COLORADO</td>	Standard Rate			the second s	4		COLUMN AND AND AND AND AND AND AND AND AND AN		and the second	A COLORADO AND A COLORADO
D1 Kuis (Premium) (htty)         Ontrin         Entrin         Marium         Mul Value         Total           supar./ Gen. Foreman Truck         1         20.75         4         148.09         1354         14785         //. // // // // // // // // // // // //			in in the second		10/-		A CONTRACTOR OF CONTRACTOR OF CONTRACTOR			and the state of the second
Super/Gen. Foreman Truck         1         29.75         4         119.00         1 13/4         14785         //         14785         14785         14785         14785         14785         14785         140.65           Torch / All Target         1         12.45         0.00         1584         0.00         0.00         0.00         0.00         0.00         0.00         0.000	DT Rate (Premium Only)	81.17		I		11.070	00149	0.00	any year and the second se	W010Q
IN25         1         8,84         4         37,86         7,30         37,30		Qiv		COLUMN STREET, STRE	THE WORKS PROVIDED					
IN25         1         8,84         4         37,86         7,30         37,30	Supar./ Gan. Foreman Truck	1	Contraction of the second s	Sector Designed and the sector of the sector of the	-	and the second se			1.1.	
IA25         1         8,84         4         37,86         7,30         37,30	Welder	1	The second	4	in generation and the					94.130
Air Compressor         1         38.31         0.00         15%         0.00         0.00           Scissor Lift         1         22.43         0.00         15%         0.00         0.00           60 PT: Zoom Boom         1         25.89         0.00         15%         0.00         0.00           60 PT: Zoom Boom         1         79.50         0.00         15%         0.00         0.00           Forklift - 10k #         1         79.50         0.00         15%         0.00         0.00           Crane         1         0.00         15%         0.00         0.00         0.00           Crane         1         5         239:80         1         8         35.67         9         268.67           s         Rate         Qiv         Basa Cost         Markuin         MU Value         Total           Carbon Rod         LB         6.25         0.00         25%         0.00         0.00           232 Wire         LB         4.77         2         9.54         6         15%         0.00         0.00           Cut- Off Wheal         EA         6.00         0.00         15%         0.00         0.00         0.00		and the second state of th	Contraction of the second s	4			Concerned and the second of the second of the	Antoriotox on inclusion and approximate	1.54	40,68
Rite Compression         1         22,43         0,00         1.5%         0,00         0,00           60 FT; Zoom Boom         1         53,89         0,00         4.5%         0,00         0,00           Forklift - 10k #         1         79,50         0,00         4.5%         0,00         0,00           Crane         1         0,00         4.5%         0,00         0,00         0,00           Crane         1         0,00         4.5%         0,00         0,00         0,00           Crane         1         0,00         15%         0,00         0,00         0,00           Subtotal         5         239,80         4         \$ 33,67         \$ 28,477         \$ 28,477           Subtotal         5         239,80         4         \$ 33,477         \$ 28,477         \$ 28,477           Subtotal         18         6,25         0,00         15%         0,00         0,00           Carbon Rod         LB         6,25         0,00         15%         0,00         0,00           232 Wire         LB         4,77         2         9,54         6         10,00         0,00           Cut- Off Wheel         EA <td< td=""><td></td><td>in the same state of the sam</td><td>State of the owner /td><td>Construction of the local division of the lo</td><td></td><td>CONTRACTOR NO.</td><td></td><td>A state of the second s</td><td></td><td></td></td<>		in the same state of the sam	State of the owner	Construction of the local division of the lo		CONTRACTOR NO.		A state of the second s		
State         Image: State <thimage: state<="" th="">         Image: State</thimage:>		THE REAL PROPERTY OF THE PARTY	Bertief and a billion and the second free	and a stand of the		ACC		Contraction of the second		Contraction of the second second
Base Cost         Markun         1         79.50         0.00         A3%         0.00         0.00           Crane         1         0.00         15%         0.00         0	and the second division of the second divisio	and the second se	about the second state of the	A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY AND A REAL PRO				THE PARTY AND ADDRESS OF THE PARTY OF	1 	and the second se
Bate         0.00         15%         0.00	The second se	and the second states of the second states and second	Second state and second states into	the state of the second st		to concession in the local in the			harissing and the second s	
Subtotal         S         239/80         \$         31-07         \$         288.87           Subtotal         S         239/80         \$         31-07         \$         288.87           Subtotal         Bata         City         Basa Cost         Markuin         MU Value         Total           Carbon Rod         LB         6.25         0.00         18%         0.00         0.00           232 Wire         LB         4.77         2         9.54         / b / 199/         4.97         4.73         / D - 4/9         10.67           Grinding Wheel         EA         6.00         0.00         15%         0.00         0.00           Cub- Off Wheel         EA         6.00         0.00         15%         0.00         0.00           Cub- Off Wheel         EA         6.36         0.00         15%         0.00         0.00           Flap Wheel         EA         6.36         0.00         15%         0.00         0.00           Subtotal         S         9.84         S         1.43         S         0.74 9         10:67	The second se	the place second and the second second second second	79,50	i alanganga ma sinilasi terengangan masari		na minutes	Accession of the second second second	A PROPERTY OF A		Store Ballineters
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0,00         15%         0,00         0.00           Subtotal         \$ 9:54         \$ 1:43         \$ [0:43]         10:57	Carbon Rod 232 Wire Grinding Wheel	LB EA	6.25 4.77 6.00	2		9,54 0,00	/ 0 / 159 / 157	4.94 1.45 0.00	- 10.40	0.00
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Base Totel \$ 248.98 Mark-up 25% / \$ 107.85 GRAND TOTAL \$ _426:88	Cerbon Rod 232 Wire Grinding Wheel Cut- Off Wheel Flep Wheel	LB EA EA	6.25 4.77 5.00 4.00	2		9.54 0.00 0.00 0.00	/ & / 159 159 159 159	4.94 1-13 0.00 0.00 0.00 0.00		0.00
	Cerbon Rod 232 Wire Grinding Wheel Cut- Off Wheel Flep Wheel	LB EA EA	6.25 4.77 5.00 4.00	2		9.54 0.00 0.00 0.00	/ & / 159 159 159 159	4.94 1-13 0.00 0.00 0.00 0.00	\$ 10.49	0.00
	Cerbon Rod 232 Wire Grinding Wheel Cut- Off Wheel Flep Wheel Subtotel	LB EA EA EA	6.25 4.77 5.00 4.00 6.86	2		9.54 0.00 0.00 0.00 9.54	/ # / 159 / 157 159 159 159	4.94 ArdS 0.00 0.00 0.00 0.00 0.00 0.00 0.00 5 1.43	s 10,49	0.00 0.00 0.00 0.00

www.westernerectors.net

1410 California Street, Sulta C. Escalon, CA. 95320 - PH (209) 838-6868 - F (209) 838-6867



# **DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

	Projec	t Information					
Project Name	Madison Park Academy Expansion	Sit	e	215			
	Basi	c Directions					
	t be provided until the contract is awarded ated by the Board.	by the Board <u>or</u> is	entered by th	ne Superintendent pursuant to			
AttachmentxProof of general liability insurance, including certificates and endorsements, if contract is over \$15,000ChecklistxWorkers compensation insurance certification, unless vendor is a sole provider							
	Contrac	tor Information					
		Agency's					

Contractor Name	Innovative Construction Company	Agency's Contact		Jesse Are	ellano			
OUSD Vendor ID #	006492	Title	1.2.2.2	Owner				
Street Address	8055 Collins Dr.	City	Oakla	nd	State	CA	Zip	94605
Telephone	510-209-4942	Policy Exp	oires					
Contractor History	Previously been an OUSD contractor? X	res 🗌 No	)	Worked as	an OUSE	) emplo	yee?	Yes X No
OUSD Project #	13124							

	Term	of Original/Amended Contract	
Date Work Will Begin (i.e., effective date of contract)	12-31-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	3-12-2022

		Compensation/	Revised Compensation			
	ntract, Total		If New Contract, Total Contract Pr	ice		
Contract F	Price (Lump Sum)	\$	(Not To Exceed)	\$		
Pay Rate	Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 40	\$ 40,740.00	
Other Exp	enses		Requisition Number			
lf you	are planning to multi-fund		<b>et Information</b> blease contact the State and Federal Office <u>b</u>	<u>efore</u> completing	g requisition.	
Resource #	Funding Source		Org Key	<b>Object Code</b>	Amount	
9799/9560	Fund 21, Measure B	210-9799-0-9560-8500	0-6274-215-9180-9901-9999-99999	6274	\$40,740.00	

	Approval and Routing (in order of	approval steps)		
	vices cannot be provided before the contract is fully approved and a Purchase Ord wledge services were not provided before a PO was issued.	er is issued. Signing this	document affirms	that to your
	Division Head Phon	e 510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management			
	Signature CCNQ	Date Approved	4/29/	21
2.	General Counset, Department of Facilities Planning and Management			
2.	Signature Lozano Smith, as to form only	Date Approved	4/28/21	
	Deputy Chief, Facilitias Planning and Management		11.	
3.	Signature	Date Approved	4292	
	Chief Financial Office			
4.	Signature	Date Approved		
	President, Board of Education			
5.	Signature	Date Approved		



Board Office Use: Le	gislative File Info.
File ID Number	20-0580
Introduction Date	4-22-2020
Enactment Number	20-0524
Enactment Date	4/22/2020 os



Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management
<b>Board Meeting Date</b>	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 Districts 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



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.	Services: The scope of work is <u>unchanged</u> . X The scope of work has <u>changed</u> .
	If scope of work changed: 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.	Terms (duration):       X The term of the contract is <u>unchanged</u> .       If term of the contract has <u>changed</u> .         If term is changed:       The contract term is extended by an additional, and the amended expiration date is.
3.	Compensation:          The contract price is <u>unchanged</u> .        X The contract price has <u>changed</u> .          If the compensation is changed:       The not to exceed contract price is
	X Increased by: Four Hundred Eighty-Two Thousand, Four Hundred Fifty-Seven dollars and sixty cents with an \$11,000.00 contingency (\$482,457.60).
	Decreased by dollars and no/100 (\$).
	Prior to this amendment, the not to exceed contract price was <u>One Hundred Twenty-Three Thousand, Nine</u> <u>Hundred Four Dollars No/100 (\$123,904.00),</u> and after this amendment, the not to exceed contract price will be: <u>Six Hundred Six Thousand, Three Hundred Sixty-One Dollars 60/100 (\$606,361.60),</u>

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

#### Amendment History: 5.

X 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)

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

Amendment No. 1 - Innovative Construction Company - Madison Park Academy New Expansion Project - \$482,457.60 99069.002 Rev. 10/30/08

Contract No.

P.O. No.
----------

## OAKLAND UNIFIED SCHOOL DISTRICT

Jody Ande

Jody London, President, Board of Education

0 J . Phalance

Kyla Johnson-Trammell, Superintendent Secretary, Board of Education

name

Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Approval as to form;

General Counsel, Facilities, Planning and Management

Date

CONTRACTOR Centractor Signature Date President CND Print Name, Title

Date

Date

4/23/2020

4/23/2020

Amendment No. 1 - Innovative Construction Company - Madison Park Academy New Expansion Project - \$482,457.60 Rev. 7/2/03

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 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:

### 1. Amendment No.:

1 2. Current Contract Amount: \$123,904.00

3. Increased Contract Amount this Amendment:

4. Revised Contract Amount (lines 2. plus 3.): \$606,361.60

5. Contract Term:

- Current End Date: 12/31/2020 2.
- **Revised End Date per this Amendment:** b.

### 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:

\$482,457.60



# **DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

		Projec	t Information		
Project Name	Madi	son Park Academy Expansion	S	ite	215
		Basic	Directions	A STREET	
Services ca authority de	nnot be legated	provided until the contract is awarded I by the Board.	by the Board <u>or</u>	is entered by	y the Superintendent pursuant to
Attachment Checklist	x Pro	of of general liability insurance, including rkers compensation insurance certificatio	certificates and er n, unless vendor is	dorsements, a sole provid	if contract is over \$15,000 der
CHARLEN ST	ALC: NO		or Information		
<u> </u>			Agency's		
Contractor N	ame	Innovative Construction Company	Agency s	Jesse A	rellano

Contractor Name	Innovative Construction Company	Contact	Contact Jesse Areliano				
OUSD Vendor ID #	New	Title		Owner			
Street Address	8055 Collins Dr.	City	Oakla	ind State	CA	Zip	94605
Telephone	510-209-4942	Policy Ex	pires		alle	1-4	10.000
Contractor History	Previously been an OUSD contractor?	the second s	The second s	orked as an OUSD e	mplove	e? D	es X No
OUSD Project #	13124	and the second	1				

Term of Original/Amended Contract				
Date Work Will Begin (i.e., effective date of contract)	3-12-2020	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)		

nding Source		Org Key	Object Code	Amount	
ing to multi-fund a			completing	requisition	
Other Expenses		Requisition Number			
Pay Rate Per Hour (If Hourly)		If Amendment, Change in Price	\$ 48	\$ 482,457.60	
n)		If New Contract, Total Contract Price (Not To Exceed)	\$606	,361.60	
	n) DUF (If Hourly) ing to multi-fund a	Total Contract n) Dur (If Hourly) \$ ing to multi-fund a contract using LEP f	n) Price (Not To Exceed) DUF (If Hourly) \$ If Amendment, Change in Price Requisition Number Budget Information Ing to multi-fund a contract using LEP funds, please contact the State and Federal Office before	Total Contract       If New Contract, Total Contract       \$606         n)       Price (Not To Exceed)       \$606         our (If Hourly)       \$       If Amendment, Change in Price       \$482         Requisition Number       \$         Budget Information       \$         Ing to multi-fund a contract using LEP funds. please contact the State and Federal Office before completing	

	Approval and Routing (in order of ap	proval steps)		Carlos Alexander
Sen	vices cannot be provided before the contract is fully approved and a Purchase Order wledge services were not provided before a PO was issued.	is issued. Signing th	is document affirm	s that to your
	Division Head Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management			1
	Signature Chart	Date Approved	3/10/202	e)
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Allow DAV	Date Approved	14/10/20	20
	Interim Deputy Chief, Facilities Planning and Management			
3.	signature Kenay for Tadashi Nakadagawa	Date Approved	310/202	0
	Chief Financial Officer ()		1.1.1.	
4.	Signature	Date Approved	1	
	President, Board of Education			
5.	Signature	Date Approved		

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



OAKLAND UNIFIED

Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Gadashi 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.
359928}	



### CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID	No
Department: En	cilities Planning and Management
Vendor Name: In	novative Construction Company
Project Name: M	adison Park Academy Expansion Project No.: <u>13124 Contract</u>
Term: Intended Sta	rt: March 12, 2020 Intended End: 12/31/2020
Ar	nnual (if annual contract) or Total (if multi-year agreement) Cost: <u>\$123,904.00</u>
Approved by: Ta	dashi Nakadegawa
Is Vendor a local C	Dakland Business or have they meet the requirements of the
Local Business Poli	icy? X Yes (No if Unchecked)
How was this contr	ractor or vendor selected?
Contractor is an e	xisting 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 UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) contact legal counsel to discuss if applicable
- Emergency contract (Public Contract Code §§22035 and 22050) contact legal counsel to discuss if applicable
- □ No advantage to bidding contact legal counsel to discuss if applicable
- □ Sole source contractor contact legal counsel to discuss if applicable
- **X** 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*
- $\Box$  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:

- $\square$  Price is at or under bid threshold of \$95,200 (as of 1/1/19)
- Certain instructional materials (Public Contract Code §20118.3)

{SR359920}

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:

- $\Box$  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.

319-5/4650386.1

### AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

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

Agreement Contract Over \$60,000 - \$200,000 – Innovative Construction Company – Madison Park Academy Park Expansion Project - \$123,904.00 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) unless currently registered and qualified under Labor Code) 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) 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

Agreement Contract Over \$60,000 - \$200,000 - Innovative Construction Company - Madison Park Academy Park Expansion Project - \$123,904.00 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			
Commercial General Liability Insurance, including				
Bodily Injury, Personal Injury, Property Damage,				
Advertising Injury, and Medical Payments				
Each Occurrence	\$ 1,000,000			
General Aggregate	\$ 2,000,000			
Automobile Liability Insurance - Any Auto				
Each Occurrence	\$ 1,000,000			
General Aggregate	\$ 2,000,000			
Professional Liability	\$ 1,000,000			
Workers Compensation	Statutory Limits			
Employer's Liability	\$ 1,000,000			

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

Agreement Contract Over \$60,000 - \$200,000 – Innovative Construction Company – Madison Park Academy Park Expansion Project - \$123,904.00 overnight mail to the last business address known to the person who gives the notice.

### DISTRICT:

Joy that	3/12/2020
Jody London,	Date
President, Board of Education	
Hof the have	3/12/2020
Kyla Johnson-Trammell,	Date
Superintendent Board of Education	19/200
Tadashi Naklegawa,	Date /
Interim Deputy Chief, Facilities Plan	ning 🕰
Management // /	1.1
Approved in the popp	3/4/2
OUSD Facilities Legal Counsel	Date

CONTRACTOR	-
Innovative Build	(FIRM NAME)
By	
Name: Tesus /	trelland
Title: Presid	ent

 $\frac{999729}{\text{CONTRACTOR'S LICENSE NO.}}$   $\frac{1212021}{\text{E EXPIRATION DATE}}$ 

**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

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

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

# **INNOVATIVE**

CONSTRUCTION CO. CA 999729

9/12/2019

#### **PROJECT: Madison Park Business & Art Academy Expansion** SUBJECT: WIND SCREEN STRUCTURAL FRAMING CONNECTIONS

WE PROPOSE TO FURNISII AND INSTALL MATERIALS AND LABOR ASSOCIATED WITH COMPLETING THE WORK AS NOTED ON PLANS DATED: 1/24/2019 CCD 37 (ASI 23) DRAWN BY BYRENS KIM DESIGN WORKS.

- 1. LAY-OUT AND OBTAIN EXISTING CONNECTION FOIN FEDERATIONS AND PROVIDE ACCESS.
- 2. PROVIDE AND INSTALL ALL STAND-OFP 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-JO4 AS NEEDED.
- 5. ALL MATERIAL TO BE HOT-DIPPED DAI VANIZIO.
- 6. REPAIR OUT OFF PLATES AT ENTRY CANOPY.
- 7. REMOVE AND REPLACE WEATHERPROOFING LYVEK TO ALLOW FOR WINDSCREEN CONNECTIONS, REPLACE WEATHER BARRIER AS DIRECTED BY AOR.
- 8. EXISTING EMBROS WILL BE USED AND FAMILICATION WILL REFLICT AS-IMILT 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
- MECHANICAL, ELECTRICAL, AND/OR PLUMIING WORK. F.
- G. FINISH CARPENTRY OF ANY SORT.
- H. RESPONSIBILITY FOR ANY WORK DUE TO CHANGES.
- I. RESPONSIBILITY FOR ANY UNFORESEEN OF CURRENTS
- J. RESPONSIBILITY FOR DELAYS CAUSED BY OTHER THAN INNOVATIVE FORSTRUCTION.

#### 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 DE 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.

2 James

Transflacon

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) 249 - 4942

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

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ACORD 25 (2014/01)

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# **DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

Project Name	Madison Park Academy Expansion	Site	215
	Basic D	irections	
	nnot be provided until the contract is awarded by legated by the Board.	the Board <u>or</u> is entered by	the Superintendent pursuant to
Attachment Checklist	<ul> <li>x Proof of general liability insurance, including cen</li> <li>x Workers compensation insurance certification, u</li> </ul>	tificates and endorsements, if	contract is over \$15,000

	Contrac	tor Informati	on					
Contractor Name	Innovative Construction Company	Agency's Contact Title		Jesse Arellano Owner				
OUSD Vendor ID #	New							
Street Address	8055 Collins Dr.	City	Oakla	and	State	CA	Zip	94605
Telephone	510-209-4942	Policy Exp	pires		_			- Contraction
Contractor History	Previously been an OUSD contractor? Yes X No Worked as an OUSD employee? Yes						Yes X 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)				

Resource #	Funding Source	210-9799-0-95	Org Key 60-8500-6274-215-9180-9901-9999-99999	Object Code 6274	Amount \$123,904.00	
If you are	Contraction of the second s		Budget Information lunds. please contact the State and Federal Office <u>hafore</u>	completing	y requisition,	
Other Expenses		Requisition Number				
Pay Rate Per Hour (If Houriy)		\$	If Amendment, Change in Price		\$	
If New Contract, Total Contract Price (Lump Sum)			If New Contract, Total Contract Price (Not To Exceed)		\$123,904.00	

Sure-	Approval and	Routing (in order of appr	oval steps)					
	vices cannot be provided before the contract is fully app wledge services were not provided before a PO was iss		issued Signing this do	cument affirm	s that to your			
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082			
	Director, Facilities Planning) and Management							
	Signature		Date Approved 2	144 /				
2	General Counsel, Department, of Facilities Planning and Management							
	Signature ////		Date Approved	3/4/-	10			
3.	Acting Deputy Chief, Facilities Planning and Management							
	Signature		Date Approved	25/17				
4.	Chief Financial Officer							
	Signature		Date Approved					
5	President, Board of Education							
	Signature		Date Approved					

(SR359921)A999069 P001 Rev 12/3/2019