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

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date 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 **$40,740.00**, increasing the contract lump sum amount from **$606,361.60** to **$647,101.60**, and extending the current completion deadline of **December 30, 2020** to **March 12, 2022**, 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 **$40,740.00**, increasing the contract lump sum amount from **$606,361.60** to **$647,101.60**, and extending the current completion deadline of **December 30, 2020** to **March 12, 2022**, pursuant the Change Order.

Fiscal Impact Fund 21, Measure B

Attachments

- Change Order No. 1
- Scope of Work

OAKLAND UNIFIED SCHOOL DISTRICT

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

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT
CONTRACTOR: Innovative Construction
2212 87th Ave
Oakland, CA 94605

DATE: March 22, 2022

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

If not previously directed, the Contractor is hereby directed to perform the Work described in this change order 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: Time extension request of 72 calendar days.

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 allowances and any general contingency allowance):	$ **606,361.60**	
Total of Prior Change Orders' Adjustments:	+ $ 0	
Total Contract Price Prior to this Change Order:	= $ **606,361.60**	
This Change Order's Adjustment:	+ $ **40,740.00**	
New Contract Price (including all allowances):	= $ **647,101.60**	
Current Change Order's Percentage of Original Contract Price:		6.71%
Total Change Orders' Percentage of Original Contract 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.

OAKLAND UNIFIED SCHOOL DISTRICT

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:	**365** Calendar Days
Time extensions granted in prior change orders:	+ **0** Calendar Days
Time extension granted in this change order:	+ **72** Calendar Days
Adjusted Contract Time:	= **437** Calendar Days

Start date per Notice to Proceed:	**December 31, 2020**
Completion Deadline Based on Adjusted Contract Time:	**March 12, 2022**

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 Form:

OUSD Facilities Counsel	4/28/21 Date
Shanthi Gonzales, President Board of Education	5/27/2021 Date
Kyla Johnson-Trammell, Superintendent Secretary, Board of Education	5/27/2021 Date

OAKLAND UNIFIED SCHOOL DISTRICT

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

Approved: Architect of Record	Approved and Agreed: General Contractor	Approved and Agreed:
		Director of Facilities
		Date: 4/13/2021
		Deputy Chief of Facilities
Date: 3/25/2021	Date: 3/23/21	Date: 4/16/21

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601| Phone (510) 535-2728 | Fax (510) 535-7940

PROPOSED CHANGE ORDER REQUEST No. 1

PROJECT: Windscreen Project

DATE: 3/22/21

SCHOOL: Madison Park Academy

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: 01-115465

CONTRACTOR: Innovative Construction

OUSD PROJECT#: 13124

PROJECT MANAGER: Alton Jefferson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK:

Scope of work includes welding the extended plate butt to the existing connection plates in order to meet the required depth of the steel tube framing .

CODE: 1

REASON: Unforeseen Condition

The existing tabs at the walkway frame did not meet the required depths for the steel tube framing.

ATTACHEMENTS: PCO #1, Settlement Recommendation

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $3,576.00

ADJUSTMENT TO CONTRACT TIME: 8 calendar days

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: $3,576.00

☒ Lump Sum ☐ Time / Materials Not To Exceed Date: 3/22/21

☐ Contractor to proceed with work described herein, cost not to exceed $3,576.00 final cost to be determined after review and negotiation.

Time Extension: 8 calendar days

Initiated By:	Reviewed By:	Acknowledged By:
3/25/21 Architect of Record — Date	3/24/21 Project Manager — Date	3/23/21 Contractor — Date
OUSD APPROVAL: 4/13/2021 Director of Facilities — Date	OUSD Approval: 4/6/2021 Deputy Chief — Date	

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

General Comments:

1 CONTRACTOR: INNOVATIVE CONSTRUCTION
GENERAL NOTES:

Structural Steel Works Innovative COR#001
No work is performed by Innovative for COR#001.

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

2 FIRST-TIER SUBCONTRACTOR: WSF(Weldway Steel Fab)
Structural Steel Works Innovative COR#001: 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 - INNOVATIVE COR# 001 Revised #1	$	3,776
5	ESTIMATED CONSTRUCTION COST FOR THIS PCO#XXX - INNOVATIVE COR# 001 Revised#1	$	3,576

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: 9-Feb-21

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

Reference Drawing: **COST PROPOSAL submitted on January 19, 2021**
GENERAL CONTRACTOR: **INNOVATIVE CONSTRUCTION**

	Total Labor **Labor Costs** (B+F+LB)	**B) Total Material Costs**	**C) Total Rental Equipment Cost**		**TOTAL**
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ -	$ -	$ -		$ -
4					
5					
6					
7	$ -	+ $ -	+ $ -	+	= $ -
8					
9	**Expenses:**				
10	Material Sales Tax.....		9.25%	of Total Material:	Inc.
11	Rental Sales Tax.....		9.25%	of Total Rental:	Incl.
12					
13				**Subtotal - Line 7 thru 12:**	**$ -**
14					
15		Gen Contractor OH&P:	10.00%	Labor	$ -
16		Gen Contractor OH&P:	10.00%	Material	$ -
17		Gen Contractor OH&P:	10.00%	Equipt. Rental	$ -
18					
19				**Subtotal - Line 13 thru 19:**	**$ -**
20					
21		**Sub-Subcontractor's Cost - WSF WELDWAY STEEL FAB**			**$ 3,405.80**
22					
23		Sub-Subcontractor OH&P:	5.00%	**None**	$ 170.29
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$ -
26		Subcontractor Bond & ins.:	2.0536%		$ -
27					
28		**TOTAL PROBABLE CONSTRUCTION COST - INNOVATIVE CONSTRUCTION**			**$ 3,576.09**

Detailed Estimate

No.	PCO# - INNOVATIVE COR#001	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	Cost Per M. H.	Total Cost	MATERIAL COST Unit Cost	Total Cost	EQUIPMENT COST Unit Cost	Total Cost
GEN. CONTRACTOR		INNOVATIVE CONSTRUCTION									
Project Description:		ADDED PLATES at EXISTING OUTRIGGERS									
	Scope of Work:										
1	Added Plates at Existing HSS Outriggers										
2											
3											
4	**MATERIALS:**										
5	Steel plates	0	LS					$ -	$ -		
6											
7											
8											
9	**LABOR:**										
10	**TOTAL COMPOSITE RATES:**										
11	Fabrication	1	LS	-	0	$ -	$ -				
12											
13											
14											
15											
16											
17											
18											
19	**EQUIPMENT:**										
20	Not used										
21											
22											
23											
24											
25	SHEET TOTALS				0.00	#DIV/0!	$ -		$ -		$ -

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: 9-Feb-21

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

Reference Drawing: **COST PROPOSAL submitted on January 19, 2021**
SUBCONTRACTOR: **WSF WELDWAY STEEL FAB**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 504.00	$ 96.00	$ -		$ 600.00
4					
5					
6					
7	$ 504.00	+ $ 96.00	+ $ -	+	= $ 600.00

8					
9	**Expenses:**				
10	Material Sales Tax.....	9.25%	of Total Material:		Inc.
11	Rental Sales Tax.....	9.25%	of Total Rental:		Incl.
12					
13			**Subtotal - Line 7 thru 12:**	$	**600.00**
14					
15	Subcontractor OH&P:	10.00%	Labor	$	50.40
16	Subcontractor OH&P:	10.00%	Material	$	9.60
17	Subcontractor OH&P:	10.00%	Equipt. Rental	$	-
18					
19			**Subtotal - Line 13 thru 19:**	$	**660.00**
20					
21			**Sub-Subcontractor's Cost - WESTERN ERECTORS**	$	**2,615.05**
22					
23	Sub-Subcontractor OH&P:	5.00%	None	$	130.75
24					
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$	-
26	Subcontractor Bond & ins.:	2.0536%		$	-
27					
28			**TOTAL PROBABLE CONSTRUCTION COST - WSF WELDWAY STEEL FAB**	$	**3,405.80**

Detailed Estimate

MADISON PARK ACADEMY PHASE 2

No.	PCO# - INNOVATIVE COR#001	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	Cost Per M. H.	Total Cost	MATERIAL COST Unit Cost	Total Cost	EQUIPMENT COST Unit Cost	Total Cost
	SUBCONTRACTOR:	**WSF WELDWAY STEEL FAB**									
	Project Description:	ADDED PLATES at EXISTING OUTRIGGERS									
	Scope of Work:										
1	**Added Plates at Existing HSS Outriggers**										
2											
3											
4	**MATERIALS:**										
5	Steel plates	1	LS					$ 96.00	$ 96.00		
6											
7											
8											
9	**LABOR:**										
10	**TOTAL COMPOSITE RATES:**										
11	Fabrication	1	LS	-	0	$ -	$ 504.00				
12											
13											
14											
15											
16											
17											
18											
19	**EQUIPMENT:**										
20	Not used										
21											
22											
23											
24											
25	**SHEET TOTALS**				0.00	#DIV/0!	$ 504		$ 96.00		$ -

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: #REF!

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

Reference Drawing: **COST PROPOSAL submitted on January 19, 2021**
SUB-SUBCONTRACTOR: **WESTERN ERECTORS**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 1,622.88	$ 57.24	$ 697.20		$ 2,377.32
4					
5					
6					
7	$ 1,622.88	+ $ 57.24	+ $ 697.20	+	= $ 2,377.32

8					
9	**Expenses:**				
10	Material Sales Tax.....	9.25%	of Total Material:		Inc.
11	Rental Sales Tax.....	9.25%	of Total Rental:		Incl.
12					
13			**Subtotal - Line 7 thru 12:**	**$**	**2,377**
14					
15	Subcontractor OH&P:	10.00%	Labor	$	162.29
16	Subcontractor OH&P:	10.00%	Material	$	5.72
17	Subcontractor OH&P:	10.00%	Equipt. Rental	$	69.72
18					
19			**Subtotal - Line 13 thru 19:**	**$**	**2,615**
20					
21			**Sub-Subcontractor's Cost - None**	**$**	**-**
22					
23	Sub-Subcontractor OH&P:	5.00%	**None**	$	-
24					
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$	-
26	Subcontractor Bond & ins.:	2.0536%		$	-
27					
28	**TOTAL PROBABLE CONSTRUCTION COST - WESTERN ERECTORS**			**$**	**2,615**

Detailed Estimate

No.	PCO# - INNOVATIVE COR#001	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	Cost Per M. H.	Total Cost	MATERIAL COST Unit Cost	Total Cost	EQUIPMENT COST Unit Cost	Total Cost
SUBCONTRACTOR:		WESTERN ERECTORS									
Project Description:		ADDED PLATES at EXISTING OUTRIGGERS									
	Scope of Work:										
1	Added Plates 1/4x5x5 at outriggers										
2											
3											
4	MATERIALS:										
5	232 Wire	12.00	LB					$ 4.77	$ 57.24		
6											
7											
8											
9	LABOR:										
10	TOTAL COMPOSITE RATES:										
10	Iron Worker/GFM	1	EA	8.00	8.00	$ 108.15	$ 865.20				
11	Iron Worker/JM	1	EA	8.00	8.00	$ 94.71	$ 757.68				
12											
13											
14											
15											
16											
17											
18											
19	EQUIPMENT:										
20	Truck	1	EA	8.00	8.0					$ 29.75	$ 238.00
21	Welder	1	EA	16.00	16.0					$ 19.86	$ 317.76
22	LN25	1	EA	16.00	16.0					$ 8.84	$ 141.44
23											
24											
25	SHEET TOTALS				8.00	$ 202.86	$ 1,622.9		$ 57.24		$ 697.20

OUSD

Fanny Hu <fanny.hu@ousd.org>

Re: Madison : Emil Revised Settlement recommendations

1 message

Jesus Arellano <innovativecco@gmail.com> Tue, Feb 9, 2021 at 5:33 PM
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

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 (attached) pertaining to the existing tabs at entry canopy 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 welded to the end of the existing tabs. 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
359K

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 (attached) pertaining to the existing tabs at entry canopy 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 butt welded to the end of the existing tabs. 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
359K

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-2720 | Fax (510) 535-7040

PROPOSED CHANGE ORDER REQUEST No. 2

PROJECT: Windscreen Project

DATE: 3/22/21

SCHOOL: Madison Park Academy

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: 01 - 115466

CONTRACTOR: Innovative Construction

OUSD PROJECT#: 13124

PROJECT MANAGER: Alton Jefferson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK:

Scope of work includes extending the existing plates so they can be welded onto the steel box windscreen frame.

CODE: 1

REASON: Unforeseen Condition

The existing plates were not long enough to be welded onto the box steel windscreen frame.

ATTACHEMENTS: PCO #2, Settlement Recommendation

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $6,497.00

ADJUSTMENT TO CONTRACT TIME: 14 calendar days

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: **$6,497.00**

☒ Lump Sum ☐ Time / Materials Not To Exceed Date: 3/22/21

☐ Contractor to proceed with work described herein, cost not to exceed **$6,497.00** final cost to be determined after review and negotiation.

Time Extension: 14 calendar days

Initiated By:	Reviewed By:	Acknowledged By:
3/25/21 Architect of Record — Date	3/24/21 Project Manager — Date	3/23/21 Contractor — Date
OUSD APPROVAL:	**OUSD Approval:**	
4/13/2021 Director of Facilities — Date	4/16/21 Deputy Chief — Date	

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

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 piece 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 Subsistence ($9.38/hr) is not accepted considering this a local subcontractor.

4	GENERAL CONTRACTOR'S COST PROPOSAL FOR THIS PCO - INNOVATIVE COR#002 Rev1	$	8,236
5	ESTIMATED CONSTRUCTION COST FOR THIS PCO - INNOVATIVE COR#002 Rev1	$	6,497

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: 9-Feb-21

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

Reference Drawing: **COST PROPOSAL dated 11/30/2020**
GENERAL CONTRACTOR: **INNOVATIVE CONSTRUCTION**

	Total Labor **Labor Costs** (B+F+LB)	**B) Total Material Costs**	**C) Total Rental Equipment Cost**		**TOTAL**
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 1,512	$ -	$ -		$ 1,512.00
4					
5					
6					
7	$ 1,512	+ $ -	+ $ -	+	= $ 1,512.00

8					
9	**Expenses:**				
10	Material Sales Tax.....	9.25%	of Total Material:		Inc.
11	Rental Sales Tax.....	9.25%	of Total Rental:		Incl.
12					
13			**Subtotal - Line 7 thru 12:**	**$**	**1,512**
14					
15	Gen Contractor OH&P:	10.00%	Labor	Incl.	
16	Gen Contractor OH&P:	10.00%	Material	$	-
17	Gen Contractor OH&P:	10.00%	Equipt. Rental	$	-
18					
19			**Subtotal - Line 13 thru 19:**	**$**	**1,512**
20					
21	**Sub-Subcontractor's Cost - WSF WELDWAY STEEL FAB**			**$**	**4,747.30**
22					
23	Sub-Subcontractor OH&P:	5.00%	**None**	$	237.37
24					
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$	-
26	Subcontractor Bond & ins.:	2.0536%		$	-
27					
28	**TOTAL PROBABLE CONSTRUCTION COST - INNOVATIVE CONSTRUCTION**			**$**	**6,497**

Detailed Estimate

HADISON PARK GALLERY PHASE 2												Date:	Sheet:
					LABOR COST			MATERIAL COST		EQUIPMENT 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
GEN CONTRACTOR:		INNOVATIVE CONSTRUCTION									
Project Description:		EXTEND SANDWICH PLATES AT WALKWAY FRAME									
	Scope of Work:										
1	Added Plates at Existing HSS Outriggers										
2											
3											
4	MATERIALS:										
5	Not Used	0	LS					$ -	$ -		
6											
7											
8											
9	LABOR:										
10	TOTAL COMPOSITE RATES:										
11	General Superintendent	1	EA	8.00	8.00	$ 165.00	$ -	OH			
12	Carpenter/JM	1	EA	8.00	8.00	$ 113.00	$ 904.00				
13	Laborer/JM	1	EA	8.00	8.00	$ 76.00	$ 608.00				
14											
15											
16											
17											
18											
19	EQUIPMENT:										
20	Not used	1	LS							$ -	$ -
21											
22											
23											
24											
25	SHEET TOTALS				16.00	$ 94.50	$ 1,512		$ -		$ -

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: #REF!

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

Reference Drawing: **COST PROPOSAL dated 11/30/2020**
SUBCONTRACTOR: **WSF WELDWAY STEEL FAB**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 504.00	$ 106.00	$ 250.00		$ 860.00
4					
5					
6					
7	$ 504.00	+ $ 106.00	+ $ 250.00	+	= $ 860.00
8					
9	**Expenses:**				
10	Material Sales Tax.....		9.25%	of Total Material:	Inc.
11	Rental Sales Tax.....		9.25%	of Total Rental:	Incl.
12					
13				**Subtotal - Line 7 thru 12:**	**$ 860.00**
14					
15		Subcontractor OH&P:	10.00%	Labor	$ 50.40
16		Subcontractor OH&P:	10.00%	Material	$ 10.60
17		Subcontractor OH&P:	10.00%	Equipt. Rental	$ 25.00
18					
19				**Subtotal - Line 13 thru 19:**	**$ 946.00**
20					
21		**Sub-Subcontractor's Cost - WESTERN ERECTORS**			**$ 3,620.29**
22					
23		Sub-Subcontractor OH&P:	5.00%	**None**	$ 181.01
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$ -
26		Subcontractor Bond & ins.:	2.0536%		$ -
27					
28		**TOTAL PROBABLE CONSTRUCTION COST - WSF WELDWAY STEEL FAB**			**$ 4,747.30**

Detailed Estimate

	MADISON PARK ACADEMY PHASE 2										Date: #REF!
					LABOR COST			MATERIAL COST		EQUIPMENT 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
	SUBCONTRACTOR:	**WSF WELDWAY STEEL FAB**									
	Project Description:	**EXTEND SANDWICH PLATES AT WALKWAY FRAME**									
	Scope of Work:										
1	Added Plates at Existing HSS Outriggers										
2											
3											
4	**MATERIALS:**										
5	Steel plates	1	LS					$ 106.00	$ 106.00		
6											
7											
8											
9	**LABOR:**										
10	**TOTAL COMPOSITE RATES:**										
11	Fabrication	1	LS	-	0	$ -	$ 504.00				
12											
13											
14											
15											
16											
17											
18											
19	**EQUIPMENT:**										
20	Freight	1	LS							$ 250.00	$ 250
21											
22											
23											
24											
25	**SHEET TOTALS**				**0.00**	**#DIV/0!**	**$ 504**		**$ 106.00**		**$ 250.00**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: #REF!

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

Reference Drawing: **COST PROPOSAL dated 11/30/2020**
SUB-SUBCONTRACTOR: **WESTERN ERECTORS**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 2,150.19	$ 181.28	$ 959.70		$ 3,291.17
4					
5					
6					
7	$ 2,150.19	+ $ 181.28	+ $ 959.70	+	= $ 3,291.17

8					
9	**Expenses:**				
10	Material Sales Tax.....	9.25%	of Total Material:		Inc.
11	Rental Sales Tax.....	9.25%	of Total Rental:		Incl.
12					
13			**Subtotal - Line 7 thru 12:**	**$**	**3,291**
14					
15	Subcontractor OH&P:	10.00%	Labor	$	215.02
16	Subcontractor OH&P:	10.00%	Material	$	18.13
17	Subcontractor OH&P:	10.00%	Equipt. Rental	$	95.97
18					
19			**Subtotal - Line 13 thru 19:**	**$**	**3,620**
20					
21			**Sub-Subcontractor's Cost - None**	**$**	**-**
22					
23	Sub-Subcontractor OH&P:	5.00%	**None**	$	-
24					
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$	-
26	Subcontractor Bond & ins.:	2.0536%		$	-
27					
28	**TOTAL PROBABLE CONSTRUCTION COST - WESTERN ERECTORS**			**$**	**3,620**

Detailed Estimate

No.	PCO# - INNOVATIVE COR#002	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	LABOR COST Cost Per M. H.	LABOR COST Total Cost	MATERIAL COST Unit Cost	MATERIAL COST Total Cost	EQUIPMENT COST Unit Cost	EQUIPMENT COST Total Cost
	SUBCONTRACTOR:	WESTERN ERECTORS									
	Project Description:	EXTEND SANDWICH PLATES AT WALKWAY FRAME									
	Scope of Work:										
1	Added Plates 1/4x5x5 at outriggers										
2											
3											
4	**MATERIALS:**										
5	232 Wire	24.00	LB					$ 4.77	$ 114.48		
6	Grinding Wheel	2	EA					$ 6.00	$ 12.00		
7	Cut-off Wheel	4	EA					$ 4.00	$ 16.00		
8	Cold Galv	4	EA					$ 9.70	$ 38.80		
9											
10											
11	**LABOR:**										
12	**TOTAL COMPOSITE RATES:**										
13	Iron Worker/GFM	1	EA	12.00	12.00	$ 108.15	$ 1,297.8				
14	Iron Worker/JM	1	EA	9.00	9.00	$ 94.71	$ 852.39				
15											
16											
17											
18											
19											
20											
21											
22	**EQUIPMENT:**										
23	Truck	1	EA	12.00	12.0					$ 29.75	$ 357.00
24	Welder	1	EA	21.00	21.0					$ 19.86	$ 417.06
25	LN25	1	EA	21.00	21.0					$ 8.84	$ 185.64
26											
27											
28	**SHEET TOTALS**				**9.00**	**$ 238.91**	**$ 2,150.2**		**$ 181.28**		**$ 959.70**

Date: 9/24/2020	ICC Job # Madison Park - Wind Screens
Customer: Oakland Unified School District 955 High St. Oakland, Ca	ICC Change Order Request # Revised 002
	ICC Field Authorization# None
	Customer PCO#

Project: Madison Park Academy

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

DIV. #	CODE		QTY	UOM	RATE	MATER	LABOR	EQUIP	SUBS
		MATERIAL:							
			0.00	EA	$ -	$ -			
			0.00	EA	$ -	$ -			
			0.00	EA	$ -	$ -			
				EA	$ -	$ -			
				EA	$ -	$ -	$ -	$ -	$ -
				EA	$ -	$ -			
		LABOR:							
		General Superintendent	0.00	HRS	165.00		0.00		$ 5,551
		Assistant Superintendent	0.00	HRS	115.00		0.00	$ -	$ -
		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		0.00		
		Journey Carpenter	0.00	HRS	113.00		0.00		
		Journey Carpenter OT	0.00	HRS	145.00		0.00		
		Apprentice Carpenter	0.00	HRS	101.00		0.00		
		Apprentice Carpenter OT	0.00		135.00		0.00		
		Journey Laborer	8.00		76.00		608.00		
		Journey Laborer OT	0.00		97.00		0.00		
		Admin	0.00		$ 65.00		0.00		
								$ -	$ -
		EQUIPMENT:							
		60' Boom lift	1.00						
								$ -	
		SUBCONTRACT							
						$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -
		SUB TOTALS				$ -	$ 608	$ -	$ 5,551
									=======
		TOTAL ALL ITEMS							$ 6,159
		Overhead & Profit - Materials					RATE	10%	$ -
		Overhead & Profit - Labor					RATE	10%	$ 61
		Overhead & Profit - Equipment					RATE	10%	$ -
		Overhead & Profit - Subcontract					RATE	5%	$ 278
		Sales Tax							
									=======
		CHANGE ORDER TOTAL							$ 6,497
		EXCLUSIONS: Mock-up-Certifications-Additional material besides mentioned above-Training fees							
		ADD 14 DAYS TO PROJECT SCHEDULE							

Submitted By:

Jesus Arellano
Innovative Construction Company
8055 Collins Dr Oakland, CA

Accepted By:

Alton Jefferson

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601| Phone (510) 535-8720 | Fax (510) 535-7040

PROPOSED CHANGE ORDER REQUEST No. 3

PROJECT: Windscreen Project

DATE: 3/22/21

SCHOOL: Madison Park Academy

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: 01-115485

CONTRACTOR: Innovative Construction

OUSD PROJECT#: 13124

PROJECT MANAGER: Alton Jefferson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.8, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK:

Scope of work includes cleaning and prepping the galvanized steel framing for painting.

CODE: 2

REASON: Owner Requested

The windscreen support frames were requested to be painted to match the colors of the windscreen.

ATTACHEMENTS: PCO #3, Settlement Recommendation

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $27,675.00

,ADJUSTMENT TO CONTRACT TIME: 40 calendar days

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: $27,675.00

☒ Lump Sum ☐ Time / Materials Not To Exceed Date: 3/22/21

☐ Contractor to proceed with work described herein, cost not to exceed $27,675.00 final cost to be determined after review and negotiation.

Time Extension: 40 calendar days

Initiated By:	Reviewed By:	Acknowledged By:
3/25/21 Architect of Record — Date	3/24/21 Project Manager — Date	03/23/21 Contractor — Date
OUSD APPROVAL:	**OUSD Approval:**	
4/13/2021 Director of Facilities — Date	4/6/21 Deputy Chief — Date	

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.

2	GENERAL CONTRACTOR'S COST PROPOSAL FOR THIS PCO - INNOVATIVE COR# 003	$	27,675
3	ESTIMATED CONSTRUCTION COST FOR THIS PCO - INNOVATIVE COR# 003	$	27,675

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: #REF!

Decription : **PCO# - INNOVATIVE CCR#003**
WINDSCREEN PAINTING

Reference Drawing: #
SUBCONTRACTOR: **INNOVATIVE CONSTRUCTION**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 20,828	$ 1,375.00	$ 4,850.00		$ 27,052.76
4					
5					
6					
7	$ 20,828	+ $ 1,375.00	+ $ 4,850.00	+	= $ 27,052.76

8					
9	**Expenses:**				
10	Material Sales Tax.....	9.25%	of Total Material:		Inc.
11	Rental Sales Tax.....	9.25%	of Total Rental:		Incl.
12					
13			**Subtotal - Line 7 thru 12:**	**$**	**27,053**
14					
15	Subcontractor OH&P:	10.00%	Labor		0.00
16	Subcontractor OH&P:	10.00%	Material	$	137.50
17	Subcontractor OH&P:	10.00%	Equipt. Rental	$	485.00
18					
19			**Subtotal - Line 13 thru 19:**	**$**	**27,675**
20					
21			**Sub-Subcontractor's Cost - None**	**$**	**-**
22					
23	Sub-Subcontractor OH&P:	5.00%	**None**	$	-
24					
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$	-
26	Subcontractor Bond & ins.:	2.0536%		$	-
27					
28	**TOTAL PROBABLE CONSTRUCTION COST - INNOVATIVE CONSTRUCTION**			**$**	**27,675**

Detailed Estimate

No.	PCO# - INNOVATIVE CCR#003	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	LABOR COST Cost Per M. H.	LABOR COST Total Cost	MATERIAL COST Unit Cost	MATERIAL COST Total Cost	EQUIPMENT COST Unit Cost	EQUIPMENT COST Total Cost
	SUBCONTRACTOR:	**INNOVATIVE CONSTRUCTION**									
	Project Description:	**WINDSCREEN PAINTING**									
	Scope of Work:										
1	Apply DTM Paint to Steel framing at Screen Wall										
2											
3											
4	**MATERIALS:**										
5	Direct To Metal Paint	2	5Gal C					$ 312.50	$ 625.00		
6	Misc. painting materials	1	LS					$ 400.00	$ 400.00		
7	Wall Protection	1	LS					$ 350.00	$ 350.00		
8											
9	**LABOR:**										
10	**TOTAL COMPOSITE RATES:**										
11	Carpenter/FM	1	EA	16.00	16	$ 110.00	$ 1,760.0				
12	Painter/JM	4	EA	36.00	144	$ 90.46	$ 13,026				
13	Painter/App	1	EA	72.00	72	$ 83.91	$ 6,042				
14					232.00						
15											
16											
17											
18											
19	**EQUIPMENT:**										
20	Articulating Boom Lift, 60'	1	Month							$ 3,000.00	$ 3,000
21	25' Scissor Lift	1	Month							$ 1,850.00	$ 1,850
22											
23											
24											
25	**SHEET TOTALS**				**160.00**	$ 130.17	**$ 20,828**		**$ 1,375.00**		**$ 4,850.00**

Date: 10/8/2020	ICC Job # Madison Park - Wuhu Korean
Customer: Oakland Unified School District 900 High St Oakland, Ca	ICC Change Order Request # 003
	ICC Field Authorization: None
	Customer PO#

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 screen wall. Install wall and floor protection as needed.

DIV. #	CODE		QTY	UOM	RATE	MATER	LABOR	EQUIP	SUBS
		MATERIALS:							
		Direct to metal paint - 5 gallon	2.00	EA	$ -	$ 625.00			
		Miscellaneous painting	1.00	EA	$ -	$ 400.00			
		Wall Protection	1.00	EA	$ -	$ 350.00			
				EA	$ -	$ -			
				EA	$ -	$ -	$ -	$ -	$ -
				EA	$ -	$ -			
		LABOR:							
		General Superintendent	0.00	HRS	0.00		0.00		
		Assistant Superintendent	0.00	HRS	0.00		0.00	$ -	$ -
		Ass. Super OT	0.00	HRS	0.00		0.00		
		Carpenter Foreman	16.00	HRS	110.00		1,760.00		
		Foreman OT	0.00	HRS	0.00		0.00		
		Journey Painter	144.00	HRS	90.16		12,980.24		
		Journey Carpenter OT	0.00	HRS	0.00		0.00		
		Apprentice Painter	72.00	HRS	83.35		6,041.52		
		Apprentice Carpenter OT	0.00		0.00		0.00		
		Journey Laborer	0.00		0.00		0.00		
		Journey Laborer OT	0.00		0.00		0.00		
		Admin	0.00		$ -		0.00		
								$ -	$ -
		EQUIPMENT:							
		60' Boom lift	1.00					$ 3,000.00	
		28' Scissor lift	1.00					$ 1,000.00	
		SUBCONTRACT:							
						$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -
		SUB TOTALS				$ 1,375	$ 20,886	$ 4,850	$ -
		TOTAL ALL ITEMS							$ 27,093
		Overhead & Profit - Materials					RATE 10%		$ 137.50
		Overhead & Profit - Labor					RATE 10%		$ -
		Overhead & Profit - Equipment					RATE 10%		$ 485
		Overhead & Profit - Subcontract					RATE 10%		$ -
		Sales Tax							
		CHANGE ORDER TOTAL							$ 27,675

EXCLUSIONS: Mock-up-Certifications-Additional material besides mentioned above-Training fees

ADD X DAYS TO PROJECT SCHEDULE

DUSD approved

Submitted By:

Jesus Arellano
Innovative Construction Company
8055 Collins Dr Oakland, CA

Accepted By:

Alton Jefferson

Date: 10/9/2020	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 ,Ca	
	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 screen wall. Install wall and floor protection as needed.

DIV. #	CODE		QTY	UOM	RATE	MATER	LABOR	EQUIP	SUBS
		MATERIAL:							
		Direct to metal paint - 5 gallon	2.00	EA	$ -	$ 625.00			
		Miscellaneous painting	1.00	EA	$ -	$ 400.00			
		Wall Protection	1.00	EA	$ -	$ 350.00			
				EA	$ -	$ -			
				EA	$ -	$ -	$ -	$ -	$ -
				EA	$ -	$ -			
		LABOR:							
		General Superintendent	0.00	HRS	0.00		0.00		
		Assistant Superintendent	0.00	HRS	0.00		0.00	$ -	$ -
		Ass. Super OT	0.00	HRS	0.00		0.00		
		Carpenter Foreman	16.00	HRS	110.00		1,760.00		
		Foreman OT	0.00	HRS	0.00		0.00		
		Journey Painter	123.07	HRS	90.46		11,132.91		
		Journey Carpenter OT	0.00	HRS	0.00		0.00		
		Apprentice Painter	72.00	HRS	83.91		6,041.52		
		Apprentice Carpenter OT	0.00		0.00		0.00		
		Journey Laborer	0.00		0.00		0.00		
		Journey Laborer OT	0.00		0.00		0.00		
		Admin	0.00		$ -		0.00		
								$ -	$ -
		EQUIPMENT:							
		60' Boom lift	1.00					$ 3,000.00	
		25' Scissor lift	1.00					$ 1,850.00	
		SUBCONTRACT:							
						$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -
		SUB TOTALS				$ 1,375	$ 18,934	$ 4,850	$ -
		TOTAL ALL ITEMS							$ 25,159
		Overhead & Profit - Materials					RATE	10%	$ 137.50
		Overhead & Profit - Labor					RATE	10%	$ 1,893
		Overhead & Profit - Equipment					RATE	10%	$ 485
		Overhead & Profit - Subcontract					RATE	10%	$ -
		Sales Tax							
		CHANGE ORDER TOTAL							$ 27,675

EXCLUSIONS: Mock-up-Certifications-Additional material besides mentioned above-Training fees

ADD 40 DAYS TO PROJECT SCHEDULE

Submitted By:

Jesus Arellano
Innovative Construction Company
8055 Collins Dr Oakland, CA

Accepted By:

Alton Jefferson

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601 | Phone (510) 535-7220 | Fax (510) 535-7040

PROPOSED CHANGE ORDER REQUEST No. 4

PROJECT: Windscreen Project

DATE: 3/22/21

SCHOOL: Madison Park Academy

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: 01-115405

CONTRACTOR: Innovative Construction

OUSD PROJECT#: 13124

PROJECT MANAGER: Alton Jefferson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.0, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK:

Scope of work includes welding the extended plate butt to the existing connection plates in order to meet the required depth of the steel tube framing .

CODE: 1

REASON: Unforeseen Condition

The existing tabs at the entry canopy did not meet the required depths for the steel tube framing.

ATTACHEMENTS: PCO #4, Settlement Recommendation

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $1,514.00

ADJUSTMENT TO CONTRACT TIME: 5 calendar days

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: $1,514.00

☒ Lump Sum ☐ Time / Materials Not To Exceed Date: 3/22/21

☐ Contractor to proceed with work described herein, cost not to exceed $1,514.00 final cost to be determined after review and negotiation.

Time Extension: 5 calendar days

Initiated By:	Reviewed By:	Acknowledged By:
3/25/21 Architect of Record — Date	3/24/21 Project Manager — Date	3/23/21 Contractor — Date
OUSD APPROVAL:	**OUSD Approval:**	
4/13/2021 Director of Facilities — Date	4/15/21 Deputy Chief — Date	

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:

1 CONTRACTOR: INNOVATIVE CONSTRUCTION
GENERAL NOTES:

Structural Steel Works Innovative COR#004:
No work is performed by Innovative for COR#004

PLEASE NOTE THAT THE RESUBMITTED COST PROPOSAL IS LUMPSUM 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 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 COR004 Rev#1	$	1,586
5	ESTIMATED CONSTRUCTION COST FOR THIS PCO - INNOVATIVE COR# 004 Rev#1	$	1,514

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: 9-Feb-21

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

Reference Drawing: **COST PROPOSAL submitted on January 19, 2021**
GENERAL CONTRACTOR: **INNOVATIVE CONSTRUCTION**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ -	$ -	$ -		$ -
4					
5					
6					
7	$ -	+ $ -	+ $ -	+	= $ -
8					

9	**Expenses:**				
10	Material Sales Tax.....	9.25%	of Total Material:		Inc.
11	Rental Sales Tax.....	9.25%	of Total Rental:		Incl.
12					
13			**Subtotal - Line 7 thru 12:**	$	-
14					
15	Gen Contractor OH&P:	10.00%	Labor	$	-
16	Gen Contractor OH&P:	10.00%	Material	$	-
17	Gen Contractor OH&P:	10.00%	Equipt. Rental	$	-
18					
19			**Subtotal - Line 13 thru 19:**	$	-
20					
21	**Sub-Subcontractor's Cost - WSF WELDWAY STEEL FAB**			$	**1,442.30**
22					
23	Sub-Subcontractor OH&P:	5.00%	**None**	$	72.12
24					
25	Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$	-
26	Subcontractor Bond & ins.:	2.0536%		$	-
27					
28	**TOTAL PROBABLE CONSTRUCTION COST - INNOVATIVE CONSTRUCTION**			$	**1,514**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: #REF!

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

Reference Drawing: **COST PROPOSAL dated 11/30/2020**
SUBCONTRACTOR: **WSF WELDWAY STEEL FAB**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 432.00	$ 29.00	$ -		$ 461.00
4					
5					
6					
7	$ 432.00	+ $ 29.00	+ $ -	+	= $ 461.00
8					
9	**Expenses:**				
10	Material Sales Tax.....		9.25%	of Total Material:	Inc.
11	Rental Sales Tax.....		9.25%	of Total Rental:	Incl.
12					
13				**Subtotal - Line 7 thru 12:**	**$ 461.00**
14					
15		Subcontractor OH&P:	10.00%	Labor	$ 43.20
16		Subcontractor OH&P:	10.00%	Material	$ 2.90
17		Subcontractor OH&P:	10.00%	Equipt. Rental	$ -
18					
19				**Subtotal - Line 13 thru 19:**	**$ 507.10**
20					
21		**Sub-Subcontractor's Cost - WESTERN ERECTORS**			**$ 890.67**
22					
23		Sub-Subcontractor OH&P:	5.00%	**None**	$ 44.53
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$ -
26		Subcontractor Bond & ins.:	2.0536%		$ -
27					
28		**TOTAL PROBABLE CONSTRUCTION COST - WSF WELDWAY STEEL FAB**			**$ 1,442.30**

Detailed Estimate

MADISON PARK ACADEMY PHASE 2											Date: #REF!
					LABOR COST			MATERIAL COST		EQUIPMENT 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
	SUBCONTRACTOR:	**WSF WELDWAY STEEL FAB**									
	Project Description:	**EXTEND SANDWICH PLATES AT ENTRY CANOPY**									
	Scope of Work:										
1	Added Plates at Existing HSS Outriggers										
2											
3											
4	**MATERIALS:**										
5	Steel plates	1	LS					$ 29.00	$ 29.00		
6											
7											
8											
9	**LABOR:**										
10	**TOTAL COMPOSITE RATES:**										
11	Fabrication	1	LS	-	0	$ -	$ 432.00				
12											
13											
14											
15											
16											
17											
18											
19	**EQUIPMENT:**										
20	Not used										
21											
22											
23											
24											
25	**SHEET TOTALS**				**0.00**	#DIV/0!	**$ 432**		**$ 29.00**		**$ -**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: #REF!

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

Reference Drawing: **COST PROPOSAL dated 11/30/2020**
SUB-SUBCONTRACTOR: **WESTERN ERECTORS**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 568.26	$ 69.24	$ 172.20		$ 809.70
4					
5					
6					
7	$ 568.26	+ $ 69.24	+ $ 172.20	+	= $ 809.70
8					
9	**Expenses:**				
10	Material Sales Tax.....		9.25%	of Total Material:	Inc.
11	Rental Sales Tax.....		9.25%	of Total Rental:	Incl.
12					
13				**Subtotal - Line 7 thru 12:**	**$ 810**
14					
15		Subcontractor OH&P:	10.00%	Labor	$ 56.83
16		Subcontractor OH&P:	10.00%	Material	$ 6.92
17		Subcontractor OH&P:	10.00%	Equipt. Rental	$ 17.22
18					
19				**Subtotal - Line 13 thru 19:**	**$ 890.67**
20					
21				**Sub-Subcontractor's Cost - None**	**$ -**
22					
23		Sub-Subcontractor OH&P:	5.00%	**None**	$ -
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$ -
26		Subcontractor Bond & ins.:	2.0536%		$ -
27					
28		**TOTAL PROBABLE CONSTRUCTION COST - WESTERN ERECTORS**			**$ 890.67**

Detailed Estimate

No.	PCO# - INNOVATIVE COR#004	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	Cost Per M. H.	Total Cost	MATERIAL COST Unit Cost	Total Cost	EQUIPMENT COST Unit Cost	Total Cost
	SUBCONTRACTOR:	**WESTERN ERECTORS**									
	Project Description:	**EXTEND SANDWICH PLATES AT ENTRY CANOPY**									
	Scope of Work:										
1	**Added Plates 1/4x5x5 at outriggers**										
2											
3											
4	**MATERIALS:**										
5	232 Wire	12.00	LB					$ 4.77	$ 57.24		
6	Grinding Wheel	2	EA					$ 6.00	$ 12.00		
7	Cut-off Wheel	0	EA					$ 4.00	$ -		
8	Cold Galv	0	EA					$ 9.70	$ -		
9											
10											
11	**LABOR:**										
12	**TOTAL COMPOSITE RATES:**										
13	Iron Worker/GFM	1	EA	-	0.00	$ 108.15	$ -				
14	Iron Worker/JM	1	EA	6.00	6.00	$ 94.71	$ 568.26				
15											
16											
17											
18											
19											
20											
21											
22	**EQUIPMENT:**										
23	Truck	1	EA	0.00	0.0					$ 29.75	$ -
24	Welder	1	EA	6.00	6.0					$ 19.86	$ 119.16
25	LN25	1	EA	6.00	6.0					$ 8.84	$ 53.04
26											
27											
28	**SHEET TOTALS**				**6.00**	**$ 94.71**	**$ 568.26**		**$ 69.24**		**$ 172.20**

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

Project: Madison Park Academy

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

DIV. #	CODE		QTY	UOM	RATE	MATER	LABOR	EQUIP	SUBS
		MATERIAL:							
			0.00	EA	$ -	$ -			
			0.00	EA	$ -	$ -			
			0.00	EA	$ -	$ -			
				EA	$ -	$ -			
				EA	$ -	$ -	$ -	$ -	$ -
				EA	$ -	$ -			
		LABOR:							
		General Superintendent	0.00	HRS	166.00		0.00		$ 1,442
		Assistant Superintendent	0.00	HRS	116.00		0.00	$ -	$ -
		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		0.00		
		Journey Carpenter	0.00	HRS	113.00		0.00		
		Journey Carpenter OT	0.00	HRS	145.00		0.00		
		Apprentice Carpenter	0.00	HRS	101.00		0.00		
		Apprentice Carpenter OT	0.00		135.00		0.00		
		Journey Laborer	0.00		79.00		0.00		
		Journey Laborer OT	0.00		97.00		0.00		
		Admin	0.00		$ 65.00		0.00		
								$ -	$ -
		EQUIPMENT:							
		60' Boom lift	1.00						
								$ -	
		SUBCONTRACT							
						$ -	$ -	$ -	
					$	$ -	$ -	$ -	$ -
		SUB TOTALS				$ -	$ -	$ -	$ 1,442
		TOTAL ALL ITEMS							$ 1,442
		Overhead & Profit - Materials					RATE	10%	$ -
		Overhead & Profit - Labor					RATE	10%	$ -
		Overhead & Profit - Equipment					RATE	10%	$ -
		Overhead & Profit - Subcontract					RATE	5%	$ 72
		Sales Tax							
		CHANGE ORDER TOTAL							$ 1,514

EXCLUSIONS: Mock-up-Certifications-Additional material besides mentioned above-Training fees

ADD 5 DAYS TO PROJECT SCHEDULE

Submitted By:

Jesus Arellano
Innovative Construction Company
8055 Collins Dr Oakland, CA

Accepted By:

Alton Jefferson

OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management | 955 High Street Oakland, California 94601| Phone (510) 535-2720 | Fax (510) 535-7040

PROPOSED CHANGE ORDER REQUEST No. 5

PROJECT: Windscreen Project

DATE: 3/22/21

SCHOOL: Madison Park Academy

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: 01-115465

CONTRACTOR: Innovative Construction

OUSD PROJECT#: 13124

PROJECT MANAGER: Alton Jefferson

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents, including but not limited to General Conditions sections 4.5.1, 4.5.2, 7.6, 7.7, 8.4.1, and 8.4.2.

DESCRIPTION OF AGREED CHANGES IN WORK:

Scope of work includes the installation of the toe plates at the walkway frame to seal up the gap.

CODE: 1

REASON: ~~Unforeseen Condition~~ Design ERROR

Due to elevation issues, there is a gap between the windscreen frame and the windscreens. It was requested that the contractor install toe plates to seal that gap to prevent any injuries.

ATTACHEMENTS: PCO #5, Settlement Recommendation

PROPOSED ADJUSTMENT TO CONTRACT PRICE: $1,478.00

ADJUSTMENT TO CONTRACT TIME: 5 calendar days

Amount of Change: ☒ ADD ☐ DEDUCT Final Price: $1,478.00

☒ Lump Sum ☐ Time / Materials Not To Exceed Date: 3/22/21

☐ Contractor to proceed with work described herein, cost not to exceed $1,478.00.00 final cost to be determined after review and negotiation.

Time Extension: 5 calendar days

Initiated By:	Reviewed By:	Acknowledged By:
3/25/21 Architect of Record — Date	3/24/21 Project Manager — Date	3/22/21 Contractor — Date
OUSD APPROVAL:	**OUSD Approval:**	
4/14/2021 Director of Facilities — Date	4/6/21 Deputy Chief — Date	

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:

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
5	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, Self-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%).

Hourly 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	GENERAL CONTRACTOR'S COST PROPOSAL FOR THIS PCO - INNOVATIVE COR#005	$	1,764
5	ESTIMATED CONSTRUCTION COST FOR THIS PCO - INNOVATIVE COR#005	$	1,467

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: 5-Dec-20

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

Reference Drawing: **COST PROPOSAL dated 11/30/2020**
GENERAL CONTRACTOR: **INNOVATIVE CONSTRUCTION**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ -	$ -	$ -		$ -
4					
5					
6					
7	$ -	+ $ -	+ $ -	+	$ -
8					
9	**Expenses:**				
10	Material Sales Tax.....		9.25%	of Total Material:	Inc.
11	Rental Sales Tax.....		9.25%	of Total Rental:	Incl.
12					
13				**Subtotal - Line 7 thru 12:**	**$ -**
14					
15		Gen Contractor OH&P:	10.00%	Labor	$ -
16		Gen Contractor OH&P:	10.00%	Material	$ -
17		Gen Contractor OH&P:	10.00%	Equipt. Rental	$ -
18					
19				**Subtotal - Line 13 thru 19:**	**$ -**
20					
21		**Sub-Subcontractor's Cost - WSF WELDWAY STEEL FAB**			**$ 1,396.85**
22					
23		Sub-Subcontractor OH&P:	5.00%	**None**	$ 69.84
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$ -
26		Subcontractor Bond & ins.:	2.0536%		$ -
27					
28		**TOTAL PROBABLE CONSTRUCTION COST - INNOVATIVE CONSTRUCTION**			**$ 1,467**

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: 5-Dec-20

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

Reference Drawing: **COST PROPOSAL dated 11/30/2020**
SUBCONTRACTOR: **WSF WELDWAY STEEL FAB**

	Total Labor Labor Costs (B+F+LB)	B) Total Material Costs	C) Total Rental Equipment Cost		TOTAL
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 144.00	$ 176.00	$ 250.00		$ 570.00
4					
5					
6					
7	$ 144.00	+ $ 176.00	+ $ 250.00	+	= $ 570.00
8					
9	**Expenses:**				
10	Material Sales Tax.....		9.25%	..... of Total Material:	Inc.
11	Rental Sales Tax.....		9.25%	..... of Total Rental:	Incl.
12					
13				**Subtotal - Line 7 thru 12:**	**$ 570.00**
14					
15		Subcontractor OH&P:	10.00%	Labor	$ 14.40
16		Subcontractor OH&P:	10.00%	Material	$ 17.60
17		Subcontractor OH&P:	10.00%	Equipt. Rental	$ 25.00
18					
19				**Subtotal - Line 13 thru 19:**	**$ 627.00**
20					
21		**Sub-Subcontractor's Cost - WESTERN ERECTORS**			**$ 733.19**
22					
23		Sub-Subcontractor OH&P:	5.00%	**None**	$ 36.66
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$ -
26		Subcontractor Bond & ins.:	2.0536%		$ -
27					
28		**TOTAL PROBABLE CONSTRUCTION COST - WSF WELDWAY STEEL FAB**			**$ 1,396.85**

Detailed Estimate

MADISON PARK ACADEMY PHASE 2											Date: 12/3/2020
					LABOR COST			MATERIAL COST		EQUIPMENT 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
SUBCONTRACTOR:		**WSF WELDWAY STEEL FAB**									
Project Description:		**Install toe plate at walkway frame due to elevation issues**									
	Scope of Work:										
1	Added Plates at Existing HSS Outriggers										
2											
3											
4	**MATERIALS:**										
5	Steel plates	1	LS					$ 176.00	$ 176.00		
6											
7											
8											
9	**LABOR:**										
10	**TOTAL COMPOSITE RATES:**										
11	Fabrication	1	LS	-	0	$ -	$ 144.00				
12											
13											
14											
15											
16											
17											
18											
19	**EQUIPMENT:**										
20	Freight	1	LS							$ 250.00	$ 250.00
21											
22											
23											
24											
25	**SHEET TOTALS**				0.00	#DIV/0!	$ 144		$ 176.00		$ 250.00

COST ESTIMATE SUMMARY

Project Name: **OAKLAND UNIFIED SCHOOL DISTRICT**
MADISON PARK ACADEMY PHASE 2
Oakland, CA

Project Number: 13124
Date: 5-Dec-20

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

Reference Drawing: **COST PROPOSAL dated 11/30/2020**
SUB-SUBCONTRACTOR: **WESTERN ERECTORS**

	Total Labor **Labor Costs (B+F+LB)**	**B) Total Material Costs**	**C) Total Rental Equipment Cost**		**TOTAL**
1	SHEET 1 of 2				
2	SHEET 2 of 2				
3	$ 423.20	$ 9.54	$ 233.80		$ 666.54
4					
5					
6					
7	$ 423.20	+ $ 9.54	+ $ 233.80	+	= $ 666.54
8					
9	**Expenses:**				
10	Material Sales Tax.....		9.25%	of Total Material:	Inc.
11	Rental Sales Tax.....		9.25%	of Total Rental:	Incl.
12					
13				**Subtotal - Line 7 thru 12:**	**$ 667**
14					
15		Subcontractor OH&P:	10.00%	Labor	$ 42.32
16		Subcontractor OH&P:	10.00%	Material	$ 0.95
17		Subcontractor OH&P:	10.00%	Equipt. Rental	$ 23.38
18					
19				**Subtotal - Line 13 thru 19:**	**$ 733.19**
20					
21				**Sub-Subcontractor's Cost - None**	**$ -**
22					
23		Sub-Subcontractor OH&P:	5.00%	**None**	$ -
24					
25		Misc Expenses: Travel, Lodging, Food, Rental, etc.....			$ -
26		Subcontractor Bond & ins.:	2.0536%		$ -
27					
28		**TOTAL PROBABLE CONSTRUCTION COST - WESTERN ERECTORS**			**$ 733.19**

Detailed Estimate

No.	PCO# - INNOVATIVE COR#005	No. of Units	Per	M.H. Per Unit	LABOR COST M. H. Total	Cost Per M. H.	Total Cost	MATERIAL COST Unit Cost	Total Cost	EQUIPMENT COST Unit Cost	Total Cost
	SUBCONTRACTOR:	**WESTERN ERECTORS**									
	Project Description:	**Install toe plate at walkway frame due to elevation issues**									
	Scope of Work:										
1	Added Plates 1/4x5x5 at outriggers										
2											
3											
4	**MATERIALS:**										
5	232 Wire	2.00	LB					$ 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	$ -		
9											
10											
11	**LABOR:**										
12	**TOTAL COMPOSITE RATES:**										
13	Iron Worker/GFM	1	EA	4.00	4.00	$ 105.80	$ 423.2				
14	Iron Worker/JM	1	EA	-	0.00	$ 88.31	$ -				
15											
16											
17											
18											
19											
20											
21											
22	**EQUIPMENT:**										
23	Truck	1	EA	4.00	4.0					$ 29.75	$ 119.00
24	Welder	1	EA	4.00	4.0					$ 19.86	$ 79.44
25	LN25	1	EA	4.00	4.0					$ 8.84	$ 35.36
26											
27											
28	**SHEET TOTALS**				**0.00**	#DIV/0!	**$ 423.20**		**$ 9.54**		**$ 233.80**

Date: 10/27/2020	ICC Job # Madison Park - Wind Screens
Customer: Oakland Unified School District, 955 High St, Oakland, Ca	ICC Change Order Request #: 008
	ICC Field Authorization#: None
	Customer PO#:

Project: Madison Park Academy

Description of Extra Work: Innovative PCO #5 - Install tee plate at walkway frame due to elevations issues.

DIV. #	CODE		QTY	UOM	RATE	MATER	LABOR	EQUIP	SUBS	
		MATERIAL:								
			0.00	EA	$ -	$ -				
			0.00	EA	$ -	$ -				
			0.00	EA	$ -	$ -				
				EA	$ -	$ -				
				EA	$ -	$ -	$ -	$ -	$ -	
				EA	$ -	$ -				
		LABOR:								
		General Superintendent	0.00	HRS	188.00		0.00		$ -	1396.85
		Assistant Superintendent	0.00	HRS	160.00		0.00	$ -	$ -	
		Ass. Super OT	0.00	HRS	141.00		0.00			
		Foreman	0.00	HRS	130.00		0.00			
		Foreman OT	0.00	HRS	147.00		0.00			
		Journey Carpenter	0.00	HRS	110.00		0.00			
		Journey Carpenter OT	0.00	HRS	146.00		0.00			
		Apprentice Carpenter	0.00	HRS	0.00		0.00			
		Apprentice Carpenter OT	0.00		0.00		0.00			
		Journey Laborer	0.00		78.00		0.00			
		Journey Laborer OT	0.00		97.00		0.00			
		Admin	0.00		$ 55.00		0.00			
								$ -	$ -	
		EQUIPMENT:								
		60' Boom lift	1.00							
								$ -		
		SUBCONTRACT:								
						$ -	$ -	$ -		
					$ -	$ -	$ -	$ -	$ -	
		SUB TOTALS				$ -	$ -	$ -	$ 1,884	1396.85
		TOTAL ALL ITEMS							$ 1,884	1396.85
		Overhead & Profit - Materials					RATE	10%	$ -	
		Overhead & Profit - Labor					RATE	10%	$ -	
		Overhead & Profit - Equipment					RATE	10%	$ -	
		Overhead & Profit - Subcontract					RATE 5 %	10%	$ -	
		Sales Tax							$ 160	69.84
		CHANGE ORDER TOTAL							$ 2,044	1466.69

EXCLUSIONS: Mock-up-Certifications-Additional material besides mentioned above-Training fees

ADD X DAYS TO PROJECT SCHEDULE

Submitted By:

Jesus Arellano
Innovative Construction Company
8055 Collins Dr Oakland, CA

Accepted By:

Alton Jefferson

Project: **OAKLAND UNIFIED SCHOOL DISTRICT**
OAKLAND, CA

SOURCE: DIR **2020-2**

Issue Date: 22-Aug-20
Expiration Date: 31-Dec-20

Date Prepared: 23-Aug-20

IRONWORKER

WAGE RATES MARKUPS & INDIRECTS.

AREA-1

		JM	1.5OT	2OT	FM
JOURNEYMAN		HR. RATE			
Basic Hourly Rate		$ 42.50	$ 63.75	$ 85.00	$ 47.50
Vacation & Holiday		$ 5.30	$ 5.30	$ 5.30	$ 5.30
Taxable Income		$ 47.80	$ 69.05	$ 90.30	$ 52.80
FRINGES:					
Health & Welfare		$ 10.05	$ 10.05	$ 10.05	$ 10.05
Pension		$ 13.32	$ 13.32	$ 13.32	$ 13.32
Vacation/Holiday		$ 5.30	$ 5.30	$ 5.30	$ 5.30
Training		$ 0.72	$ 0.72	$ 0.72	$ 0.72
Other Payments		$ 4.47	$ 4.47	$ 4.47	$ 4.47
TOTAL FRINGES		$ 33.86	$ 33.86	$ 33.86	$ 33.86
TOTAL - WAGE + FRINGES		$ 76.36	$ 97.61	$ 118.86	$ 81.36
LABOR BURDEN/PAYROLL TAXES: (Applied to Taxable Hourly Rate)					
SSI	6.20%	$ 2.96	$ 4.28	$ 5.60	$ 3.27
Medicare	1.45%	$ 0.69	$ 1.00	$ 1.31	$ 0.77
FUTA	0.80%	$ 0.38	$ 0.55	$ 0.72	$ 0.42
SUI	6.20%	$ 2.96	$ 4.28	$ 5.60	$ 3.27
Workmen's Comp	10.35%	$ 4.95	$ 7.15	$ 9.35	$ 5.46
TOTAL INS. & TAXES	25.00%	$ 11.95	$ 17.26	$ 22.58	$ 13.20
TOTAL - RATES & FRINGES, INS.TAXES		$ 88.31	$ 114.87	$ 141.43	$ 94.56

Note: Maximum Allowable Labor Burden: The" Labor Burden" allowed for change orders are SSI, Medicare, FUTA, SUI & Workmen's Comp, with maximum allowable amount of 25% of taxable income only. If exceeded, a copy of Workmen's Comp Premium should be provided to the District for review & adjustment.

WELDWAY STEEL FAB

REQUEST FOR SUBCONTRACT CHANGE 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-E507

Detailing	$0.00	
Material	$176.00	570 + 10% mark-up = $ 627.00
Fabrication	$144.00	
Freight	$250.00	
Erection	~~$827.00~~	733.19
Mark Up 5% of Sub	~~$207.00~~	733.19 + 5% mark-up = $769.85
Total	~~$1,504.00~~	1396.85

*** All conditions, exclusions, and clarifications included in our original scope letter apply to this change order. ***

ADD: ONE THOUSAND SIX HUNDRED FOUR DOLLARS

This Change: ~~$1,604.00~~ 1396.85

ACCEPTED:

[CLIENT]

Authorized Signature: _____

Print Name: _____

Date: _____

WELDWAY STEEL FAB

Authorized Signature: _____

Print Name: _____

Date: _____

Please sign and return this Change Order immediately

WESTERN ERECTORS
STRUCTURAL STEEL

AISC ASSOCIATE | AISC CERTIFIED ERECTOR

EXTRA WORK WAGE BREAKDOWN

Job: Madison Park Academy
Client: WSF

Date: 10/5/2020
COR #: 6
EWO's: 12757

DESCRIPTION OF WORK: Add toe plate at 1-E507

Labor Rate Effective 7/1/20 - 12/31/20
Operators Labor Rate Effective 06/29/20 - 6/28/21

Superintendent Iron Worker		Hours	Base Cost	Markup	Rate per Hr.	MU Value	Total
Standard Rate	125.80		0.00	15%	144.72	0.00	$0.00
OT Rate (Premium Only)	32.03		0.00	15%	37.52	0.00	$0.00
DT Rate (Premium Only)	71.78		0.00	15%	82.55	0.00	$0.00

General Foreman Iron Worker		Hours	Base Cost	Markup	Rate per Hr.	MU Value	Total
Standard Rate	105.8 ~~118.91~~	4	~~475.60~~	423.20 ~~18%~~ 10%	126.75	116.38 ~~21.35~~	465.52 ~~$548.95~~ 465.52
OT Rate (Premium Only)	29.66		~~0.00~~	10% ~~15%~~	34.11	0.00	$0.00
DT Rate (Premium Only)	65.25		0.00	10% ~~15%~~	75.04	0.00	$0.00

Foreman Iron Worker		Hours	Base Cost	Markup	Rate per Hr.	MU Value	Total
Standard Rate	~~112.61~~		0.00	15%	129.50	0.00	$0.00
OT Rate (Premium Only)	26.96		0.00	10% 15%	31.00	0.00	$0.00
DT Rate (Premium Only)	59.32		0.00	15%	68.22	0.00	$0.00

Journeyman Iron Worker		Hours	Base Cost	Markup	Rate per Hr.	MU Value	Total
Standard Rate	104.53		0.00	15%	120.21	0.00	$0.00
OT Rate (Premium Only)	24.51		0.00	10% 15%	28.19	0.00	$0.00
DT Rate (Premium Only)	53.93		0.00	15%	62.02	0.00	$0.00

Operating Engineer		Hours	Base Cost	Markup	Rate per Hr.	MU Value	Total
Standard Rate	126.49		0.00	15%	147.09	0.00	$0.00
OT Rate (Premium Only)	40.59		0.00	10% 15%	46.68	0.00	$0.00
DT Rate (Premium Only)	81.17		0.00	15%	93.35	0.00	$0.00

Equipment	Qty	Rate	Hours	Base Cost	Markup	MU Value	Total
Super./ Gen. Foreman Truck	1	29.75	4	119.00	15%	~~17.85~~ 11.90	~~136.85~~ 130.90
Welder	1	19.86	4	79.44	10% 15%	~~11.92~~ 7.94	~~91.36~~ 87.38
LN25	1	8.84	4	35.36	15%	~~5.30~~ 3.54	40.66 38.90
Torch / Air Arc	1	12.45		0.00	15%	0.00	0.00
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 FT; Zoom Boom	1	53.89		0.00	10% 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
Subtotal				$ 233.80		$ 35.07	$ ~~268.87~~ 257.18

Materials		Rate	Qty	Base Cost	Markup	MU Value	Total
Carbon Rod	LB	6.25		0.00	15%	0.00	0.00
232 Wire	LB	4.77	2	9.54	10% ~~15%~~	0.95 ~~1.43~~	10.49 ~~10.97~~
Grinding Wheel	EA	6.00		0.00	15%	0.00	0.00
Cut- Off Wheel	EA	4.00		0.00	15%	0.00	0.00
Flap Wheel	EA	6.86		0.00	15%	0.00	0.00
				0.00	15%	0.00	0.00
Subtotal				$ 9.54		$ 1.43	$ 10.49 ~~10.97~~

Base Total	$ ~~748.98~~	Mark-up	~~15%~~ 0	$ ~~107.85~~	GRAND TOTAL	$ ~~856.83~~

~~722.71~~ 722.19 Included above $ 733.19

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Park Academy Expansion	**Site**	215

Basic Directions

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

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Innovative Construction Company	Agency's Contact	Jesse Arellano				
OUSD Vendor ID #	006492	Title	Owner				
Street Address	8055 Collins Dr.	City	Oakland	State	CA	Zip	94605
Telephone	510-209-4942	Policy Expires					
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ 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

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 40,740.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799/9560	**Fund 21, Measure B**	**210-9799-0-9560-8500-6274-215-9180-9901-9999-99999**	**6274**	**$40,740.00**

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Acting Director, Facilities Planning and Management				
	Signature		Date Approved	4/29/21	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Lozano Smith, as to form only		Date Approved	4/28/21	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	4/29/21	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

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

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management
Board Meeting Date	April 22,2020
Subject	Amendment No. 1, Agreement for Construction Services for the Madison Park Academy New Expansion Project to Innovative Construction Company

Action Requested

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

Discussion

The original contractor on the Project was Vila Tulum Joint Ventures ("Vila") and fell behind on this Project. The District was forced to declare Vila in default and ask Vila's Surety, Liberty Mutual, to take over the Project. Vila and the District entered into a Takeover Agreement, whereby Liberty Mutual indicated that it was unsure whether timely completion would be possible if it were required to install weatherproofing windscreen. The District and Liberty Mutual agreed to remove certain portions of the construction work from Liberty's scope of work and transfer the work to another contractor. The District transferred work that could not be timely completed by Liberty Mutual to Innovative. The 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

OAKLAND UNIFIED SCHOOL DISTRICT

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 unchanged. **X The scope of work has changed.**

   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 unchanged. ☐ The term of the contract has changed.

   If term is changed: The contract term is extended by an additional _____, and the amended expiration date is. _____

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   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 **One Hundred Twenty-Three Thousand, Nine Hundred Four Dollars No/100 ($123,904.00),** and after this amendment, the not to exceed contract price will be: **Six Hundred Six Thousand, Three Hundred Sixty-One Dollars 60/100 ($606,361.60),**

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

5. **Amendment History:**

   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)

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President,
Board of Education

4/23/2020
Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

4/23/2020
Date

Tadashi Nakadegawa, Interim Deputy Chief,
Facilities Planning and Management

3/10/2020
Date

Approval as to form:

Andrea Epps
[name]
General Counsel, Facilities, Planning and Management

4/10/2020
Date

CONTRACTOR

Contractor Signature

Date

Jesus Anellano - President
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Innovative Construction Company

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

2. Specific Outcomes:

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

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:** $482,457.60
4. **Revised Contract Amount (lines 2. plus 3.):** $606,361.60
5. **Contract Term:**
   a. **Current End Date:** 12/31/2020
   b. **Revised End Date per this Amendment:**

For CONSTRUCTION CONTRACTS:

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

OAKLAND UNIFIED
SCHOOL DISTRICT

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Park Academy Expansion	Site	215

Basic Directions

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

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

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

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)	

Compensation/Revised Compensation

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

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799/9560	Fund 21, Measure B	210-9799-0-9560-8500-6274-215-9180-9901-9999-99999	6274	$482,457.60

Approval and Routing (in order of approval steps)

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

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

THIS FORM IS NOT A CONTRACT

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

OAKLAND UNIFIED SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date March 11, 2020

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

Action Requested

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

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

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

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

Discussion

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

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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Innovative Construction Company

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

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

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

Approved by: Tadashi Nakadegawa

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

Local Business Policy? X Yes (No if Unchecked)

How was this contractor or vendor selected?

Contractor is an existing subcontractor to the Project.

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

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

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under 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*

☐ For services other than above, the cost of services is $95,200 or less (as of 1/1/19)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $95,200 (as of 1/1/19)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $95,200 (as of 1/1/19)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

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

319-5/4650386.1

{SR359920}

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

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

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

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

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

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

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

Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

3/12/2020

Jody London, Date
President, Board of Education

3/12/2020

Kyla Johnson-Trammell, Date
Superintendent, Board of Education

1/9/20

Tadashi Nakagawa, Date
Interim Deputy Chief, Facilities Planning & Management

Approved As to Form: 3/4/20

OUSD Facilities Legal Counsel Date

CONTRACTOR

Innovative Building [FIRM NAME]

By:

Name: Jesus Arellano

Title: President

999729
CONTRACTOR'S LICENSE NO.

1/31/2021
LICENSE 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

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

INNOVATIVE

CONSTRUCTION CO.
CA 999729

9/12/2019

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

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

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

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

EXCLUSIONS:

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

GENERAL TERMS AND CONDITIONS:

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

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

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

SINCERELY,

JESSE ARELLANO
INNOVATIVE CONSTRUCTION
(510) 209 - 4942

INNOV-3 OP ID: JS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2019

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

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

PRODUCER
Insurance by Allied Brokers-1
Lic # 0525309
630 Cowper Street
Palo Alto, CA 94301
Brenda Aldaco Parra

CONTACT NAME: Mimi Watson
PHONE (A/C, No, Ext): 650-328-1000 FAX (A/C, No): 650-324-1142
E-MAIL ADDRESS: certs@alliedbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Voyager Indemnity Co.	
INSURER B : Everest National Ins. Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Innovative Construction Company
Attn: Jesus Arellano
8055 Collins Drive
Oakland, CA 94621

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

The holder of this certificate, Oakland Unified School District, is named as an Additional Insured as their interest may appear.

CERTIFICATE HOLDER

OAKLNDU

Oakland Unified School District
1000 Broadway,Ste. 300
Oakland, CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OAKLAND UNIFIED SCHOOL DISTRICT

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Park Academy Expansion	Site	215

Basic Directions

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

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Innovative Construction Company	Agency's Contact	Jesse Arellano				
OUSD Vendor ID #	New	Title	Owner				
Street Address	8055 Collins Dr.	City	Oakland	State	CA	Zip	94605
Telephone	510-209-4942	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☐ Yes X No	Worked as an OUSD employee? ☐ 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)	—

Compensation/Revised Compensation

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

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799/9560	Fund 21, Measure B	210-9799-0-9560-8500-6274-215-9180-9901-9999-99999	6274	$123,904.00

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management				
	Signature		Date Approved	12/7/19	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	3/4/20	
3.	Acting Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved	12/5/19	
4.	Chief Financial Officer				
	Signature		Date Approved		
5	President, Board of Education				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT