

<i>Agenda Item:</i>	IV D: Action Item
<i>Date:</i>	March 14, 2024
<i>To:</i>	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ MPS ”) Board of Directors (the “ Board ”)
<i>From:</i>	Alfredo Rubalcava, CEO & Superintendent
<i>Staff Lead(s):</i>	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin, Project Manager Katrina Jimenez, Assistant Project Manager
<i>RE:</i>	Approval of General Contractor Change Orders for MSA-1 Tenant Improvement Project at 18242 Sherman Way

1. **Action Proposed:**

MPS Staff recommends that the Board approve the change orders for Magnolia Science Academy-1 Tenant Improvement project at 18242 Sherman Way (the “**Project**”) in the total amount of \$122,372.66, and further approve that MPS Staff be authorized to negotiate and sign the change order proposal for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS.

Potential Change Order #2 (PCO2)		
	Description	Amount
1	Back Stops for extra 4 hoops	\$34,256.00
2	Gymnasium Divider	\$33,099.00
3	Acoustical Elements	\$17,000.00
4	Mural	\$4,000.00
5	Rough Carpentry (for Extra 4 Hoops)	\$21,101.02
6	Electrical (Divider Backing)	\$8,210.00
	EPI (General Contractor) Mark Up Fee @ 4%	\$4,706.64
	TOTAL	\$122,372.66

2. **Purpose:**

The purpose of this proposed action is to approve the change orders from EPI for the Project. These are owner directed changes originating from MSA-1 leadership that they believe will enhance the Project and its utility for MSA-1’s use.

3. **Background:**

Acquisition of the JAM building

At its November 18, 2021 meeting, the MPS Board approved MPS signing a purchase and sale agreement for the purchase of the Property at 18242 Sherman Way at \$4M using a loan from CLI Capital. MPS assigned the purchase and sale agreement to MPM Sherman Winnetka LLC ("**MPM LLC**") and MPM LLC closed on the purchase on October 21, 2022. MPS, for the benefit of Magnolia Science Academy –1 ("**MSA-1**"), leases the property at 18242 Sherman Way from MPM LLC. MPM LLC is a California limited liability company and wholly owned subsidiary of Magnolia Properties Management, Inc., a California non-profit public benefit corporation and 501(c)(3) tax exempt organization.

Architect Selection

The Franco and Associates Architect firm was selected as the architect of record for the Project. Current design schematics are attached as Exhibit A.

EPI Approval

At its October 12, 2023 meeting, the MPS Board approved EPI as the general contractor for the Project. MPS Staff subsequently signed a contract for the Project with EPI.

4. **Analysis & Budget Impact:**

The change orders came from the MSA-1 School leadership team for the purpose of having a better functioning gym. These change orders do not impact the completion date of the Project which is June 17, 2024.

A summary of the change order and need for is item described therein is as follows:

Potential Change Order 2 (PCO #2)		
	Description of Item	Rationale for Change Order
1	Back Stops for extra 4 hoops	Extra basketball hoops for students to use during classes and having more than one basketball practice at a time.
2	Gymnasium Divider	To better utilize the space in the gym to allow two classes at once.
3	Acoustical Elements	Eliminate the sounds to the middle school campus and for sound quality during other functions in the area.
4	Mural	To display ownership of the gym and enhance school culture.
5	Rough Carpentry	Provide Structural Backing for Added Backstops
6	Electrical (Divider Backing)	Provide Structural Backing for Divider

EPI has provided the backup for each item in the potential change order and Magnolia Staff has reviewed it and is satisfied that each item is complete and the amount of each is fair and reasonable to MPS.

The total Project cost for the Project with potential change order 2 is \$1,996,499.42. (Original Board Approved Contract Amount of \$1,839,853.56 *plus* Approved Change Order #1 \$34,273.20 *plus* Potential Change Order #2 \$122,372.66). The Board at its October 2023 meeting did not approve an owner's contingency for the Project.

The estimated costs of \$122,376 associated with this change order will be paid for from MSA-1's reserves. MSA is currently projecting an estimated \$12.59 million as part of its ending fund balance based on the 2023-24 Second Interim Budget projections.

EPI estimates that the Project will be delivered by June 17, 2024. The original delivery date was May 2024 but EPI was not able to start its scope of work due to delays in completing the lead based paint and asbestos remediation and the demolition, both of which were completed by another contractor. The Project will be completed well in advance of the start of the fall 2024 semester.

5. **Exhibits:**

Exhibit A	Franco Associates Architect Schematics
Exhibit B	Change Orders

EXHIBIT A

The Franco Associates Architect Schematics

(See Following Pages)

EXHIBIT B

Potential Change Order 2

(See Following Pages)

PROJECT:

Magnolia JAM Building
18242 Sherman Way
Reseda, Ca. 91335

EPI Job #:

23-035

EPI Construction Inc.
Owner's Change Order

PROJECT MANAGER:

Colin Beal

DATE:

March 6, 2024

CHANGE ITEM #

PCO 002

Description of Work:

1.

Added costs to add four sidecourt basketball backstops (Non Motorized)

2.

Added Costs to add gymnasium Divider

3.

Added Cost to add Acoustical Elements

4.

Added Costs for Wall Mural

5.

Added Costs to Provide Structural Backing for Added Backstops

6.

Added Costs to Provide Structural Backing for Divider

Schedule Impact: N/A

NO.	BILL ITEM:	DESCRIPTION	EPI COST CODE	UNIT COST					TOTAL
				LABOR	MATERIAL	EQUIP.	OTHER	SUB	
1		Back Stops						34256.00	\$ 34,256.00
2		Gymnasium Divider						33099.00	\$ 33,099.00
3		Acoustical Elements						17000.00	\$ 17,000.00
4		Mural						4000.00	\$ 4,000.00
5		Rough Carpentry						21101.02	\$ 21,101.02
		Electrical (Divider Backing)						8210.00	\$ 8,210.00
6		EPI Fee (4%)	20-0994						\$ 4,706.64
TOTAL CHANGE TO CONTRACT AMOUNT:									\$ 122,372.66

☒

We are not proceeding with the work until we have been authorized by your office. This quotation is void fifteen (15) days from the above date.

☐

We are proceeding with construction on the basis of the above costs, and your understanding of same.

☐

This change may impact the completion of the project, however, we are unable to ascertain the exact cost & time delay at this time. Therefore, we reserve our right to request such time delays or extensions as may be appropriate when the amount of impact is known.

SUBMITTED BY:

Colin Beal

Colin Beal, EPI Construction Inc.

3/6/2024

Date

APPROVED BY:

Date



Choose an item.

PROPOSAL [Keywords]

To: EPI Construction Inc.
Erik Lieu

Date: 2/2/2024
Project: Magnolia – JAM – Side BB Hoops
Location: Reseda, CA

We propose to furnish the following as manufactured by DRAPER, specified item, using standard design, materials, construction sizes and colors. Based on below quantities, descriptions, model numbers.

SIDE COURT BASKETBALL BACKSTOPS

4ea DGW06 Wall Mounted Side-Folding Backstop Structure with 6'-0" Extension Off Wall. Each to have the following:

503136 Rectangular Glass Backboard 42" x 72"
503576 Breakaway Goal and Net
5032xx Bolt-On Backboard Edge Padding
503092 Height Adjusters Manually Operated

Material, Freight and Installation **\$34,256.00**

Pricing Includes:

1. All unloading and placement of material in gym.
2. Non-Prevailing wages are included.
3. Lifts to perform installation.

Qualifications:

1. Pricing good for production run and delivery with completion not later than 9/2024.
2. Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations", any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.
3. We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics; pandemics; (such as COVID-19); etc.).
4. Load calculations are included with all H2I submittals. All calculations are stamped by a licensed engineer in the State of CA are included.
5. Basketball hoop supports are installed by others as directed by H2I and manufacturer engineering.
6. GC to provide dumpster for H2I to use at time of installation to dump trash and debris at no cost to H2I.
7. Work to be performed on concrete slab with scissor lifts during standard working hours.
8. Proposed project schedule:

Shop Drawings	3-4 weeks
Approval Process	3-4 weeks
Manufacturing Lead Time	7-9 weeks
Shipping	1-2 weeks



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Choose an item.

Installation

4-5 days

Excludes:

1. Any Liquidated, Consequential and/or Actual Damages clauses.
2. All required backing in walls to be by others.
3. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 3 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.

TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.

By 
Mike Kurnik, Sales Manager

Note: This quotation is offered for acceptance within 15 days and is subject to revision beyond that time.

DIR# PW-LR-1000537618, Expires 6/30/2024
Contractors Licenses: California # 1060739, Expires 11/30/2024
1679 Placentia Avenue, Costa Mesa, CA 92627
Office Phone/Fax: 714-503-0326 Cell: 949-239-5145



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info@h2igroup.com





Choose an item.

PROPOSAL [Keywords]

H2I Group Inc. Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

A smooth, level and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)



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Choose an item.

PROPOSAL [Keywords]

To: EPI Construction Inc.
Erik Lieu

Date: 1/29/2024
Project: Magnolia School - JAM
Location: Reseda, CA

We propose to furnish the following as manufactured by DRAPER, specified item, using standard design, materials, construction sizes and colors. Based on below model, description, size, length.

GYM DIVIDER CURTAIN

1ea Mid Roll Curtain 60' long x 20' high
Operated by Key Switch
All required structure for proper attachment by structural contractor

Material, Freight and Installation **\$33,099.00**

Pricing Includes:

1. All unloading and placement of material in gym.
2. Non-Prevailing wages are included.
3. Lifts to perform installation.

Qualifications:

1. Pricing good for production run and delivery with completion not later than 9/2024.
2. Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations", any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.
3. We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics; pandemics; (such as COVID-19); etc.).
4. Final electrical hookups and connections of both high and low voltage to be by others.
5. Load calculations are included with all H2I submittals. All calculations are stamped by a licensed engineer in the State of CA are included.
6. Gym divider curtain framing and supports are installed by others as directed by H2I and manufacturer engineering.
7. GC to provide dumpster for H2I to use at time of installation to dump trash and debris at no cost to H2I.
8. Installation of curtain to bottom of exposed trusses and purlins without interference from lighting, ductwork, or electrical conduit at standard attachment points as directed by H2I and manufacturer engineering.
9. Work to be performed on concrete slab with scissor lifts during standard working hours.
10. Proposed project schedule:

Shop Drawings	3-4 weeks
Approval Process	3-4 weeks
Manufacturing Lead Time	7-9 weeks
Shipping	1-2 weeks



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Choose an item.

Installation

2-3 days

Excludes:

1. Any Liquidated, Consequential and/or Actual Damages clauses.
2. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 3 for Terms & Conditions

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TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.
By _____

Mike Kurnik, Sales Manager

Note: This quotation is offered for acceptance within 15 days and is subject to revision beyond that time.

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Contractors Licenses: California # 1060739, Expires 11/30/2024
1679 Placentia Avenue, Costa Mesa, CA 92627
Office Phone/Fax: 714-503-0326 Cell: 949-239-5145



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Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Payment

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Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)



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31129 Via Colinas #702 Westlake Village, CA 91362
Tel (818) 707-3508 Fax (818) 707-3509
Contractors License # C2-739826 Exp. 8/31/2025
DIR# 1000004361 Exp. 6/30/2024
DZEST@MSN.COM & Raymond.PrimeAcoustics@gmail.com
WWW.PRIMEACOUSTICSCEILING.COM

Bid Proposal

Bid Date: **2/23/2024**

Project Name: **Magnolia Science Academy -Gym**

Project Location: **Reseda, CA**

Section Bidding: **Acoustical Ceiling #09500**

New 4' x 10' x 2" Wall Panels with Z clips and Duvltex 2138 Color: Coin 1243

Total Price: **Seventeen Thousand Dollars. \$ 17,000.00**

Price Good for 60 days

Included:

2 wires per light fixture lay-in grid
Furnished and Install
Tax Included
Insurance/ Worker Comp
Addendum Noted -0

Exclusions:

HVAC Wire
Insulation
Demolition
Bond
Soffits
Prevailing Wage
Dumpsters
After Hours Work
Union
Cover Gym Floor

Submitted By: **Doron Zahavi**
(818) 707-3508

Created Date: 5/19/2023

DESCRIPTION: Magnolia PS

Bill To: EPI
12345 Ventura Blvd. #H
Studio City, CA 91604
US

Pickup At: Signarama
14421 Burbank Blvd.
Van Nuys, CA 91401
US

Requested By: Erik Lieu
Email: elieu@epiconst.com
Cell Phone: 949-677-7974

Salesperson: Catherine Olguin
Work Phone: 818-908-8341

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	ADA non glare 4"x8" acrylic with tactile & braille (2) CHANGING ROOM, (1) ELEC ACCESS, (1) OFFICE, (1) JANITOR CLOSET, (1) STORAGE, (1) EXAMINATION ROOM, (1) RECEPTION, (1) ROOF ACCESS HATCH.	9	\$42.00	\$378.00
2	Restroom Wall sign 8"x9" acrylic with tactile & braille (2) STAFF - ALL GENDER, (1) BOYS, (1) GIRLS	4	\$60.00	\$240.00
3	Restroom Door sign 12" Geometric 1/4" acrylic (2) STAFF - ALL GENDER, (1) BOYS, (1) GIRLS	4	\$68.00	\$272.00
4	EXIT/EXIT Route. 6"x6" non glare acrylic with tactile & braille (4) EXIT, (1) EXIT ROUTE	5	\$36.00	\$180.00
5	Installation (1) Attached acrylic signs to interior painted dry wall using VHB double sided tape. (2) Install two (2) wall mural decals approx. 18ft high. (3) One day rental 2 men scissor lift. Magnolia Public Schools - MSA Gym 18242 Sherman Way, Reseda	1	\$3,080.00	\$3,080.00
6	Two School wall mural logos Digital print interior wall decals. (1) 9'8"x10'8" Warriors logo, (1) 10'9"x8'7" Magnolia logo	1	\$3,350.00	\$3,350.00

Terms:

50% deposit due at the time of order. All orders under \$100 require full payment. After Commencement of your order, your order is non-cancelable. All designs, art work, and custom order/made signages are non-refundable. \$35 charge on all return checks. Customer hereby agrees to pay interest at the rate of 1.5% plus \$35.00 late fee per month on all overdue payments, and all costs of collection including reasonable attorney's fee.

Subtotal: \$7,500.00

Taxes: \$419.90

Grand Total: \$7,919.90

Amp Electric, Landscape & Construction Co., Inc.

LICENSE B, C10 & C27 #700567
7625 HAYVENHURST AVE., #10
VAN NUYS, CA 91406

Estimate

Date	Estimate #
2/7/2024	14794

Name / Address
EPI CONSTRUCTION INC. 12345 VENTURA BLVD. SUITE H STUDIO CITY, CA 91604

Description	Qty	Rate	Total
MAGNOLIA PUBLIC SCHOOL 18238 SHERMAN WAY BLVD RESEDA, CA 91335			
BUDGET PRICING			
INSTALL POWER TO MOTORIZED SCREEN ROOM DIVIDER			
INSTALL CONDUIT AND WIRE FOR SCREEN CONTROLS			
INSTALL 160' OF PSTRUT PS-200-2T3-20-GAL CHANNEL BOLTED TO EXISTING STEEL BEAMS			
LABOR & MATERIALS COSTS: FOR POWER AND CONTROL CONDUIT	1	3,650.00	3,650.00
LABOR & MATERIALS COSTS: TO INSTALL POWER STRUT ON BEAMS	1	4,560.00	4,560.00
Thank you for your business. If you have any questions please call Keith Napp @ 818 528-8693		Total \$8,210.00	

Signature: _____