

Board Agenda Item #	II.F Consent Item
Date:	August 9, 2018
То:	Magnolia Public Schools ("MPS") Board of Directors (the "MPS Board")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Project Change Order Requests for MSA 1 (New Construction and Tenant Improvement Projects) REVISED

I. Proposed Board Recommendation(s)

Staff recommends and moves that the MPS Board approve two (2) change order requests (each, a "<u>COR</u>" and together, the "<u>CORs</u>") – one for the MSA 1's new construction project for \$57,118.00 and one for MSA 1's tenant improvement project for \$22,669.00. Primesource Project Management (MSA 1's construction manager) board report is attached as an exhibit.

II. Background

Board policy requires that all project change orders be brought to the Board for review and approval.

MSA 1 is constructing a new building at 18220 Sherman Way immediately adjacent to its existing building at 18238 Sherman Way in Reseda. Concurrently, MSA 1 has investigated the structural soundness of its existing building and is in the process of preparing plans to bring the building up to seismic code requirements.

A. New Construction Project (New High School Building)

The new construction project, which upon completion will house MSA 1's high school students, is being financed with the proceeds from the 2017 bond issuance. The bond requires that payment and performance bonds be provided to cover the full amount of the construction contract. The Committee and MPS Board previously approved the award of the contract to Oltmans Construction Co. ("Oltmans") for Seven Million Three Hundred Ninety Two Thousand Four Hundred Seventy Nine Dollars (\$7,392,479). Such price did not include the cost of the payment and performance bonds. COR 1 (named Potential Change Item (PCI) 001 by Oltmans) is for the cost of obtaining the payment and performance bonds. The cost of COR 1 was appropriately accounted for and does not result in a net increase to the budget for the new construction project previously presented to and approved by the Committee and the Board.



B. Tenant Improvement Project (Seismic Retrofit and Square Footage Expansion of Middle School Building)

The tenant improvement project will consist of the seismic retrofit of the existing building and the expansion of the floor area. Upon completion of the new high school building referenced above, the existing building will house MSA 1's middle school students.

The Committee and MPS Board previously approved the award of a contract to Brandow & Johnston Structural Engineers to perform structural investigations of the existing building. As part of the structural investigation it was necessary to uncover various structural elements and connections to establish the actual conditions of the building and to design the seismic retrofits accordingly. Because Oltmans had crew on-site, it was deemed most cost effective to have the Oltmans crew undertake the work on a time and material basis. The total cost for the work is \$22,669. Even though this invoice was presented as a Change Order to the New Construction Project, the invoice represented by this change order will be paid from the proceeds of the 2014 Bond Financing.

III. Budget Impacts

A. New Construction Project – New High School Building

The source of funds to pay for COR 1 is the 2017 Bond Financing. There is no net impact to the project budget because of COR 1. The cost for the payment and performance bonds was accounted for in the project budget presented to the MPS Board.

B. Tenant Improvement Project – Seismic Retrofit and Square Footage Expansion of Middle School Building

The source of funds to pay for COR 2 is the 2014 Bond Financing. While the final budget has not been developed for the improvements to the existing building, the additional investigative work was necessary to provide a complete picture of the deficiencies in the existing building and to avoid change orders in the future for unforeseen conditions.

IV. Exhibits (Attachments)

Primesource Project Management Report

- o Change Order Request #1 (PCI 001)
- o Change Order Request #2 (PCI 009)





Board Report: MSA-1 New High School Classroom - General Contractor Change Order

Requested Board Action: That the Board approve the issuance of two change orders to Oltmans: (1) to provide payment and performance bonds in the amount of \$57,118.00; and (2) to remove and replace drywall to assist the seismic assessment of the MS building in the amount of \$22,669.00. These changes will have no schedule impact.

Background:

Change Order #1 - The MSA-1 New High School Classroom project was procured without a requirement to provide payment and performance bonds in order to minimize overall project coast. Staff took alternative actions to control project risk at a lower cost. As previously explained to the Board, subsequent to the contract award Magnolia was required to obtain 100% payment and performance bonding as a condition of the 2017 Bond financing. The cost of these bonds is \$57,118.00 (see attached Potential Change Item #001 report and backup from Oltmans). Contractors use a single bonding company at any time and there is no opportunity to require the use of an alternative bonding company or to negotiate price. However, the rate quoted is below industry average for general contractors on this size project.

There is no schedule impact associated with this change.

The cost of this change order will come from the project contingency fund; the remaining balance for the contingency fund remains adequate for this project.

There is no change to the approved project budget for the new HS classroom building; the primary source of funding for this change will be the 2017 MPS Bond.

Change Order #2 – The MSA-1 existing classroom building will become the middle school for the campus. The Board previously authorized a seismic assessment of the building and preparation of a voluntary seismic retrofit design. As the Board was previously informed, it became necessary to uncover various structural elements and connections to establish the actual conditions of the building and to design a seismic retrofit. Staff determined that it was easiest and most cost effective use Oltmans for this work: Oltmans craftsmen were already on site and Oltmans labor rates are market competitive (union standard rates).

The work required multiple iterations as the engineers learned more about the building and as additional questions were raised making it hard to identify scope prior to the beginning the task. Therefore the work was done on a Time & Material basis. The



cost of this work was \$22,669.00 (see attached Potential Change Item #009 report and backup from Oltmans).

There is no schedule impact associated with this change.

The cost of this change order will come from the seismic retrofit line item in the project budget already approved by the Board.

There is no change to the approved project budget form improvements to the MS building; the primary source of funding for this change will be the 2014 MPS Bond.



Exhibit 1

Change Order Request #1



POTENTIAL CHANGE ITEM

PCI001

10005 Mission Mill Road Whittier, CA 90601 Phone: (562) 948-4242 Fax: (562) 695-9267

TITLE: DATE: 06/11/2018 Contract Bond

PROJECT: Magnolia Science Academy **PROJECT NO.:** 18049

TO:

Magnolia Educational and Research Foundation

250 E. 1st St., 1500 Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

DESCRIPTION:

This Change Order Request includes costs associated with the performance and payment bonds.

Description		ndor Description	Amount
	GL	513.00	
	SDI	661.00	
	Bond	432.00	
	Contract bond	52,812.00	
	Fee	2,700.00	
	SUBTO	TAL: 57,118.00	
	SUBTO	IAL:	

TOTAL COST FOR THIS CHANGE ORDER REQUEST: 57,118.00

APPROVAL: APPROVAL:

Oltmans Construction Co. Magnolia Educational and Research

BY: Devin Ulibarri BY: DATE: DATE:

Carmack Insurance

License #0508650 4000 Westerly Place #200 Newport Beach, CA 92660

> Oltmans Construction Co 10005 Mission Mill Road Whittier, CA 90608

NVOICE

Customer	Oltmans Construction Co
Acct #	255
Date	07/09/2018
Customer Service	Patricia Thorbourne
Page	1 of 1

Payment Information				
Invoice Summary		\$ 52,812.00		
Payment Amount				
Payment for:	Invoice#81029			
72BCSHX6441 JOB# 18049				

Thank You

Please detach and return with payment

X-

Customer: Oltmans Construction Co

81029	07/09/2018	1029	New business	Policy #72BCSHX6441 JOB# 18049 07/09/2018-07/09/2019 Hartford Fire Insurance Company Magnolia Science Academy - New business Magnolia Science Adademy Project #18049 Contract Amount \$7,392,479 Due Date: 7/19/2018	52,812.00
					Total

\$ 52,812.00

Thank You

We now accept Credit Card and ACH/Debit payments through the vendor ePAYPolicy. If interested, ask me to send you their payment link.

Carmack Insurance	(800)228-6630	Date
License #0508650 4000 Westerly Place #200 Newport Beach, CA 92660		07/09/2018

ATA° Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address) Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601

OWNER:

(Name, legal status and address) Magnolia Education & Research Foundation, DBA Magnolia Public Schools 250 East 1st Street, Suite 1500 Los Angeles, CA 90012

CONSTRUCTION CONTRACT

Date: June 11, 2018

Amount: \$7,392,479.00

Description:

MSA-1 New High School Classroom Project

(Name and location) 18220 West Sherman Way, Los Angeles, CA 91335

SURETY:

(Name, legal status and principal place of business)
Hartford Fire Insurance Company

440 East Huntington Drive, Suite 317

Arcadia, CA 91106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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BOND

Date: July 9, 2018

(Not earlier than Construction Contract Date)

Amount: \$7,392,479.00

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Oltmans Construction Co.

Signature: Name

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

and Title:

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Millennium Corporate Solutions, LLC 550 North Brand Blvd., Suite 1100 Glendale, CA 91203 818-844-4100

SURETY

Company: (Corporate Seal)

Hartford Fire Insurance Company

Signature: Name

Richard Adair.

and Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:) Franco Architects, Inc.

12345 Ventura Boulevard, Suite H Studio City, CA 91604-2511

818-754-2030

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

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- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: (Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)
CONTRACTOR AS PRINCIPAL
SURETY Company: (Corporate Seal) Company: (Corporate Seal) Signature: Signature: Name and Title: Name and Title: Address: Address:

POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155

Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MILLENNIUM RISK MGMT & INS SVCS Agency Code: 72-253973

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut

Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana

Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut

Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut

Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana

Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Indiana

Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Florida

The Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

The Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

The Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

The Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

The Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Richard Adair, Rebecca Haas-Bates, William Syrkin of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by \boxtimes , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD

. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Nora M. Stranko Notary Public My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 9, 2018 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

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	tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California)
County of Los Angeles)
On _July 9, 2018 before me,	Corinne L. Hernandez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Richard Adair	,
	Name(s) of Signer(s)
subscribed to the within instrument and ackn	ory evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
CORINNE L. HERNANDEZ Commission # 2083563 Notary Public - California	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Notary Public - California Los Angeles County My Comm. Expires Sep 27, 2018	Signature Oslumy & Morally Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing to	OPTIONAL this information can deter alteration of the document or this form to an unintended document.
Description of Attached Document Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other	Than Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: Richard Adair	Signer's Name:
☐ Corporate Officer — Title(s):	Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	
Other: Signer Is Representing: Hartford Fire	Other:Signer Is Representing:
Insurance Company	Orginal to traplesatifily,

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ATA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address) Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601

OWNER:

(Name, legal status and address) Magnolia Education & Research Foundation, DBA Magnolia Public Schools 250 East 1st Street, Suite 1500 Los Angeles, CA 90012

CONSTRUCTION CONTRACT

Date: June 11 2018

Amount: \$7,392,479.00

Description: (Name and location) MSA-1 New High School Classroom Project 18220 West Sherman Way, Los Angeles, CA 91335

SURETY:

(Name, legal status and principal place of business) Hartford Fire Insurance Company

Arcadia, CA 91106

440 East Huntington Drive, Suite 317

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or

modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form.

Performance and Payment Bond.

This is not a single combined

BOND

Date: July 9, 2018

(Not earlier than Construction Contract Date)

Amount: \$7,392,479.00

Modifications to this Bond: None None ☐ See Section 18

CONTRA	ACTOR AS	PRINCIPAL
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Company: (Corporate Seal)

Oltmans Construction Co.

SURETY

Company: (Corporate Seal)

Hartford Fire Insurance Company

Signature:

Name and Title: Signature:

Name Richard Adair, and Title: Attorney-In-Fact

818-754-2030

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Millennium Corporate Solutions, LLC 550 North Brand Blvd., Suite 1100 Glendale, CA 91203 818-844-4100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:) Franco Architects, Inc. 12345 Ventura Boulevard, Suite H Studio City, CA 91604-2511

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

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§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract:
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided below for addition CONTRACTOR AS PRINCIPAL	nal signatures of added	d parties, other than those appearing on the cover page.) SURETY			
Company:	(Corporate Seal)	Company:	(Corporate Seal)		
Signature:		Signature:			
Name and Title: Address:		Name and Title: Address:			

POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12

One Hartford Plaza Hartford, Connecticut 06155 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: MILLENNIUM RISK MGMT & INS SVCS

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-253973 Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Richard Adair, Rebecca Haas-Bates, William Syrkin of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Nora M. Stranko Notary Public My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 9, 2018 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

AND A DATA DATA DATA DATA DATA DATA DATA	ANAKANANANANANANANANANANANANANANANANANA
	ficate verifies only the identity of the individual who signed the t the truthfulness, accuracy, or validity of that document.
State of California County of Los Angeles)
L.I. 0. 0040	,
On _July 9, 2018 before me,	Corinne L. Hernandez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedRichard Adair	,
	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	ry evidence to be the person's whose name(s) is/are evidence to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
CORINNE L. HERNANDEZ Commission # 2083563 Notary Public - California Los Angeles County My Comm. Expires Sep 27, 2018	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public
	OPTIONAL ————————————————————————————————————
fraudulent reattachment of t	his form to an unintended document.
Description of Attached Document Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other T	han Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: Richard Adair Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:	Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing: Hartford Fire	Signer Is Representing:
Insurance Company	
we have contract of the contra	^=^=^=^===============================



Exhibit 2

Change Order Request #2

10005 Mission Mill Road

POTENTIAL CHANGE ITEM

06/18/2018

PCI009

Whittier, CA 90601 Phone: (562) 948-4242 Fax: (562) 695-9267

TITLE: Structural Investigation at MSA-1 Building DATE:

PROJECT: **PROJECT NO.:** 18049 Magnolia Science Academy

TO:

Magnolia Educational and Research Foundation

250 E. 1st St., 1500 Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

DESCRIPTION:

This Change Order Request includes costs associated with structural investigation at MSA-1 building, per Owner's request.

Vendor	Description	Amount
Oltmans Drywall/Door	Drywall tape and finish patches after structural observation (OCCO Wall EWO 4)	5,446.00
Oltmans Drywall/Door	Demo specified areas for structural investigation at MSA-1 building, from 6-13-18 to 6-18-18. Includes clean-up and protection of surfaces. (OCCO Wall EWO 1)	7,422.00
Oltmans Drywall/Door	Finish demo and clean up (OCCO Wall EWO 2)	1,210.00
Oltmans Drywall/Door	Drywall and framing demo areas (OCCO Wall EWO 3)	5,097.00
	SUBTOTAL:	19,175.00
	Equipment Rental	1,775.00
	GL	204.00
	SDI	262.00
	Bond	172.00
	Fee	1,071.00
	SUBTOTAL:	3,484.00
	TOTAL COST FOR THIS CHANGE ORDER REQUEST:	22,659.00

APPROVAL: APPROVAL:

Oltmans Construction Co. Magnolia Educational and Research

BY: Devin Ulibarri BY: DATE: DATE:



Oltmans Wall Representative:

Oltmans Wall

Date:	6/29/2018							
Project:	Magnolia Acad	emy DW - 1817	77					
Attn: Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601					Extra Wor	rk Order No.	4	
Description of work perfo areas as directed by Oltma			ntract: Materia	ıl, Equipment, a	nd Labor to tap	e and finish all	reconstr	ucted
*Oltmans Superintendent	t's Authorizatio	n to proceed:						
		-		Os contino o	Dramium Hra	Dramium time	Total	ما
LABOR RATES	Straight Hours	Base Rate*	OT Hours	Overtime	Premium Hrs	Premium time	Tota	aı
Superintendent		\$107.00		\$160.00		\$55.25	\$	
Foreman	64	\$76.00 \$74.00		\$116.00		\$40.20 \$37.85	\$ \$ 4,73	26.00
Carpenter Labor Total	\$4,736.00	\$74.00	l	\$114.00		φ37.00	Φ 4,7	36.00
*All Labor Rates include base		nofite incuranc	o workers com	n and other SLII	Union Eringo Ro	onofite		
All Labor Rates include base	e rate, taxable be	nenis, insuranc	e, workers com	p, and other Sor	Union Filinge Be	enenis.		
Material			Piece count	Amount used	Price	Total		
Invoice 1			EA	Amount acca	0.000			_
5/8" Drywall			SQFT		0.285			-
3 5/8" 20ga Studs			LF		1.490			-
3 5/8" 20ga Track			LF		0.000			-
Taping Mud			BOX		7.900			_
Plastic Roll			ROLL		35.000			-
Tape			ROLL		5.500			_
1 1/2" 20ga Angle			LF		2.900			
1 1/2 20ga Aligie			LI		0.000			
				+				
				+	0.000			
				Material Total	0.000	\$ \$		-
				Material Total		Ψ		
Subcontractor Total	\$0.	00		Material Total		\$		_
OH&P on Subcontractor	\$0.			Tax	9.75%	\$		_
Labor Total	\$4,73			OH&P	15%	\$	7 .	10.40
	, ,					•		-
Grand Total	\$5,44	16.40						
**Oltmans Superintendan	•		cation:					
Cimano Caponinondan	= 4.001 4114 11							

^{*}Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

^{**}Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6.29.18

Project: MAGNOLIA SCIENCE CENTEZ

Attn:

Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601 Extra Work Order No.

Description of work performed as a change to the contract:

THIS EWO IS FO CAPTURE ALL THE LABOR HOURS

ACCUMULATED DURING THIS JOB FOR THE TAPERS

- · DRYWALL TAPING FROM DEMOLITION 48
- · DRYWALL TAPING EXISTING PATCHES 16

*Oltmans Superintendant's Authorization to proceed:

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
reman				\$ -
TAPER Carpenter	64			\$ -
Labor Total	\$0.00			

^{*}All Labor Rates include base rate, taxable benfits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Amount use	d Price	Total
		-	
	4		
	4		

Subcontractor Total	\$0.00	Material To	otal	\$
OH&P on Subcontractor	\$0.00	Tax	9.25%	\$
Labor Total	\$0.00	OH&P	15%	\$

Grand Total

**Oltmans Superintendant's Labor and Material Verification:

\$0.00

Oltmans Wall Representative:

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall Representative:



Date:	6/18/2018							
Project:	Magnolia Acad	emy DW - 181	77					
Attn: Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601					Extra Wo	rk Order No.		1
Description of work perfo as directed by Oltmans Sup		nge to the co	ntract: Materia	I, Equipment, a	nd Labor to der	no areas speci	fied	on plans
*Oltmans Superintendent	's Authorizatio Straight Hours	n to proceed	:OT Hours	Overtime	Premium Hrs	Premium time		Total
Superintendent	J	\$107.00		\$160.00		\$55.25	\$	-
Foreman	32	\$76.00		\$116.00		\$40.20	\$	2,432.00
Carpenter	48	\$74.00		\$114.00		\$37.85	\$	3,552.00
*All Labor Rates include base Material	e rate, taxable be	nefits, insurand	Piece count	p, and other SUI Amount used	Union Fringe Be	enefits. Total		
Invoice 1			EA	1	433.520			433.52
					0.000			-
					0.000			-
					0.000			-
					0.000			_
					0.000			-
					0.000			
					0.000			
					0.000			
					0.000			
					0.000			
				Material Total		\$		433.52
Subcontractor Total OH&P on Subcontractor Labor Total	\$0. \$0. \$5,98	00		Material Total Tax OH&P	9.75% 15%	\$ \$ \$		433.52 42.27 962.63
Grand Total **Oltmans Superintendan	\$7,42 t's Labor and M		ication:					

^{*}Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

^{**}Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6-18-18

Project: MBBNOLIA SCIENCE ACADEMY

Attn:

Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601

Extra Work Order No. 4

Description of work performed as a change to the contract:

- DEMOLITION FLOOR PLANS DRAWN BY BRANDOW & JUHNSTON
- INSTRUCTED BY MARCO GONZALEZ & COORDINATED BY JEFF ZICH ON DEMOLITION LOCATION, QUANTITY, & PROCEDURED.

- SPACE IS OCCUPIED, ALL FINISHES & FURNITURE REQUIRED DUST PROTECTION & CLEANUP.

- STARTED ON 6-13-18

*Oltmans Superintendant's Authorization to proceed:

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
veman	32			
Carpenter	48			\$
Labor Total	\$0.00			

*All Labor Rates include base rate, taxable benfits, insurance, workers comp, and other SUI Union Fringe Benefits.

Amount used	Price	Total
	Amount used	Amount used Price

 Subcontractor Total
 \$0.00
 Material Total
 \$

 OH&P on Subcontractor
 \$0.00
 Tax
 9.25%
 \$

 Labor Total
 \$0.00
 OH&P
 15%
 \$

Grand Total

\$0.00

**Oltmans Superintendant's Labor and Material Verification:

Stmans Wall Representative:

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



General Ction co.

DAILY JOB REPORT

REPORT NUMBER: 001

JOB NAME: MAGNOLIA SCIENCE ACADEMY

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

WEDNESDAY DAY:

DATE: 6.13.18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER: HUT

TEMPERATURE RANGE: 903

COMPANY MANPOWER: CARPENTERS: _ LABORERS: _ OTHERS: _

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
DCCOWALL	DRYWALL	JUAN Willie	8		

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE) DEMOLITION FLOOR PLAN DRAWN BY BRANDOWE JOHNS TON INSTRUCTED BY MARCO GONZALEZ & DIRECTED BY JEFF RICH TO BEGIN WITH DEMOLITION IN THE SPEIFIED AREAS 1ST FLOOR. DUST PROTECTION & CLEAN UP PROVIDED.

CONSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:

JOB NAME: MAGNOLIA SCIENCE ACADEMY

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

THURSDAY DAY:

DATE: 6.14.18

CONTRACT TIME: ELAPSED TIME:

DAYS DAYS

WEATHER:

TEMPERATURE RANGE: 80

COMPANY MANPOWER: CARPENTERS: 2 LABORERS: __OTHERS: __

CHRONITOARTOR					
SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCCOWAIL	DRYWALL	JUAN	8		
		willie	8		
+					
		4			

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

continuance of DEMOLITION ON FIRST FLOOR. PUST PROTECTION & CIEANUP PROVIDED.



GOMETAL GTION CO.

DAILY JOB REPORT

REPORT NUMBER:

JOB NAME: MAGNOLIA SCIENCE ACADEMY

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

DAY: FRIDAY

DATE: 6-15-18

CONTRACT TIME

DAYS DAYS

ELAPSED TIME: WEATHER:

WEATHER NOTE:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: __ OTHERS: __ OTHERS: __

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCCO WAIL	DRYWALL	JUAN	18		
		FRANCISCO	8		
					les is
					-

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

continuance of DemoLition on 1st floor & BEGINNING 2ND FLOOR DUST PROTECTION, FLOOR CONECINE, & CLEAN UP PROVIDED.

Construction co.

DAILY JOB REPORT

REPORT NUMBER:

JOB NAME:	MAGNOLIA	SCIENCE	ALADEMY
JOB NAME:	MAGNOCIA	7 CLEW -	/

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

DAY:	MON DAY	
CONT	RACT TIME:	

DATE: 6.18.18 DAYS DAYS

ELAPSED TIME:

WEATHER:

TEMPERATURE RANGE: COMPANY MANPOWER: CARPENTERS: V LABORERS: OTHERS: __

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCCO WALL	DRYWALL	JUAN			
		JUAN WILLIE FRANCISCO			

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

DUST PROTECTION, FLOOR COVERING, & CLEANUP PROVIDED.



More saving. More doing.

ISSA KHOURY@HOMEDEPOT.COM 16300 ROSCOE BLVD. VAN NUYS CA. 91406

n661 00009 05042 06/13/18 06:51 AM CASHIER LEONARDO

051115036835 2090 <A> SCOTCHBLUE 1.88" 2090 206.58 121200711077 TAPE <A> SCOTCH 1.41" MASKING TAPE 13,16 202.97

17.07 ESTATION OF THE LEGIS 32 N

ESTATION OF THE CLAP PLASTIC

12 'K400' 7MIL CLAP PLASTIC

12 'K400' 7MIL CLAP PLASTIC

12 'K400' 7MIL CLAP PLASTIC

13" HDX ANVILE BKOUM WITH DUSTPAN

U51751027570 8' FG STEP <A> 99 98

NLP SAVINGS \$24.02

6948542300223 N95 DISPOSAB <A> 20.9

HDX N95 VALVE RESPIRATOR 15PK

008925098591 D 6PC <A> 14.9 WHALTON THE THING 8.97 99.98 20.97 008925098591 D 6PC <4>
DIABLO 6PC SET
071798004129 BRUSH <4> -14:97 10.98 OUICATE HORSEHAIR BENCH BRUSH U73319075182 18PK MICRO <A>. HDX MICROFIBER TOWEL 18PK 9.97

257.86 24.50 \$282.36 SUBTOTAL SALES TAX TOTAL 282.36



More saving. More doing."

ISSA KHOURY@HOMEDEPOT COM 16800 ROSCOE BLVD VAN NUYS CA. 91406

6661 00006 77997 06/19/18 10:34 AM CASHIER JASMYNE

17.97 0/3257132428 TRASH BAGS <A> HUSKY 42G CONTRACTOR TRASHBAG 049727220742 4" HMMERKNF <A> 32PK 8.97 WB HAMMER-END JOINT KNIFE 4 12.89 049727230024 MUD PAN <A> 12.8
12IN STAINLESS STEEL MUD PAN
073257012881 POLY SHEET <A> 43.9
10'X100' 4MIL CLEAR POLY SHEETING
0.451IN X 47.75IN X 47.75IN SANDED
0000-999-7.55 CA LBR FEE A U 0.2
CA LUMBER FEE
047034360991 HW RED RSN <A> 13.4
166" HVV WI-RED ROSIN PAPER 049727230024 MUD PAN <A> 43.98 23.03 13,47

120.54 SUBTOTAL SALES TAX \$131.97 131.97



More saving. More doing."

ISSA KHOURY@HOMEDEPOT.COM 16800 ROSCOE BLVD. VAN NUYS CA. 91406

6661 00008 36056 06/15/18 06:50 AM CASHIER MICHAEL

073257012829 12' PLASTIC -A> 34.98 761475978231 CLICK DUST A 6.98
UNGER MICROFIBER CLICK & DUST DUSTER
051115036835 2090 A S
SCOTCHBLUE 1 88" 2090

55.12 5.24 \$60.36 SUBTOTAL

SALES TAX 60.



Oltmans Wall

Date:	6/20/2018							
Project:	Magnolia Acad	lemy DW - 181	77					
Attn: Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601					Extra Wor	k Order No.		2
Description of work performs specified on plans as direct				I, Equipment, a	nd Labor to den	no and clean u	p are	∍as
Oltmans Superintendent	t's <i>Authorizatio</i> Straight Hours	n to proceed: Base Rate	OT Hours	Overtime	Premium Hrs	Premium time		Total
Superintendent	Straight Hours	\$107.00	OT Hours	\$160.00	Fieliliulii nis	\$55.25	Φ	TUlai
	0	\$76.00		\$116.00		\$40.20	\$	
Foreman	8					\$37.85	\$	608.00
Carpenter Labor Total	\$1,052.00	\$74.00		\$114.00		\$37.85	\$	444.00
*All Labor Rates include base		l nefits, insuranc	e, workers com	o, and other SUI	Union Fringe Be	enefits.		
Material			Piece count	Amount used	Price	Total		
Invoice 1			EA		0.000	\$		-
					0.000	\$		-
					0.000	\$		-
					0.000			_
					0.000			_
					0.000			-
					0.000			-
					0.000			-
					0.000			-
					0.000	\$		-
					0.000	\$		-
				Material Total		\$		-
Subcontractor Total	\$0.	.00		Material Total		\$		-
OH&P on Subcontractor	•	.00		Tax	9.75%	\$		-
Labor Total	\$1,05	52.00		OH&P	15%	\$		157.80
Grand Total **Oltmans Superintendan)9.80 Material Verifi	cation:					
Oltmans Wall Representa	itive:							

^{*}Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

^{**}Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date:	6.20.	9
Date,	10 00	

Project: MAGNOLIA SCIENCE ACADEMY

Attn:

Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601 Extra Work Order No. 2

Description of work performed as a change to the contract:

PROVIDED FIELD SUPERINTENDENT JEFF RICH WITH ASSITANCE IN LIGHT DEMOLITION & GENERAL SITE CLEANUP

*Oltmans Superintendant's Authorization to proceed:

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
reman	8			\$ -
Carpenter	6			\$ -
Labor Total	\$0.00			

^{*}All Labor Rates include base rate, taxable benfits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material	Amount u	sed Price	Total
		-	

Subcontractor Total	\$0.00	Material To	otal	\$
OH&P on Subcontractor	\$0.00	Tax	9.25%	\$ ~
Labor Total	\$0.00	OH&P	15%	\$

Grand Total

\$0.00

**Oltmans Superintendant's Labor and Material Verification:

mans Wall Representative:

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

**Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall Representative:

Oltmans Wall

Date:	6/26/2018							
Project:	Magnolia Acad	emy DW - 1817	77					
Attn: Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601					Extra Wor	rk Order No.		3
Description of work perfo areas including 59 drywall p					nd Labor to refr	rameand drywa	ll all	affected
*Oltmana Cumavintan danta	la A.,46 a.,i-a4ia	- 40						
*Oltmans Superintendent		-				1		
LABOR RATES	Straight Hours	Base Rate*	OT Hours	Overtime	Premium Hrs	Premium time		Total
Superintendent		\$107.00		\$160.00		\$55.25	\$	-
Foreman	32	\$76.00		\$116.00		\$40.20	\$	2,432.00
Carpenter	16	\$74.00		\$114.00		\$37.85	\$	1,184.00
Labor Total	\$3,616.00			CLII	Haina Esiana Da			
*All Labor Rates include base	e rate, taxable be	netits, insuranc	e, workers com	p, and other Sui	Union Fringe Be	enerits.		
Material			Piece count	Amount used	Price	Total	—	
Invoice 1			EA	Amount asca	0.000			
5/8" Drywall			SQFT	192	0.285			54.72
3 5/8" 20ga Studs			LF	100	1.490			149.00
3 5/8" 20ga Track			LF	100	0.000			-
Taping Mud			BOX	15	7.900			118.50
Plastic Roll			ROLL	3	35.000			105.00
Tape			ROLL	17	5.500			93.50
-			LF	80	2.900			232.00
1 1/2" 20ga Angle			ഥ	00	0.000			232.00
								-
					0.000			
				Material Total	0.000	\$ \$	—	- 752.72
				Waterial Total		Ψ		132.12
Subcontractor Total	\$0.	00		Material Total		\$		752.72
OH&P on Subcontractor	\$0.			Tax	9.75%	\$		73.39
Labor Total	\$3,61			OH&P	15%	\$		655.31
Grand Total	\$5,09	7.42						
**Oltmans Superintendan	•		cation:					
•								

^{*}Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope.

^{**}Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Oltmans Wall

Date: 6.26.18

Project: MAGNOLIA SCIENCE CENTER

Oltmans Construction Co. 10005 Mission Mill Road Whittier, CA 90601

Extra Work Order No.

Description of work performed as a change to the contract:

AFTER DEMOLITION & CLEARANCE FROM ON SITE SUPERINTENDENT WE PROCEEDED TO REFRAME & DRYWALL ALL THE AFFECTED AREAS.
- WE HAD 59 AREAS THAT WERE DRYWALLED OR REFRAMED. AND 3 AREAS WITH FRAMING GLATH

59 DRYWALL PATCHES
*Oltmans Superintendant's Authorization to proceed:

LABOR RATES	Straight Hours	SAT Hours	SUN Hours	Total
reman	32			s -
Carpenter	16			\$ -
Labor Total	\$0.00			

^{*}All Labor Rates include base rate, taxable benfits, insurance, workers comp, and other SUI Union Fringe Benefits.

Material		Amount used	Price	Total
4x8x 5/8 DRYWALL	6			
35/8×10 20 G. STUD	10			
1/2 × 10 20 6. ANGLE	8			
TNT MUD-	7			
LITESETZU	8			
.7 Mil 400 PLASTIC ROll	3			
2 MASKING TAPE	10			

MESH \$0.00 **Material Total** Subcontractor Total \$0.00 Tax OH&P on Subcontractor \$0.00 OHAP Labor Total

Grand Total

\$0.00

**Oltmans Superintendant's Labor and Material Verification:

Oltmans Wall Representative:

*Oltmans Superintendant's signature is required to direct Oltmans Wall to proceed with work outside contract scope. **Oltmans Superintendant's signature is required to verify hours worked and material used on work outside contract scope.



Censtruction co.

DAILY JOB REPORT

REPORT NUMBER: 001

JOB NAME: MAGNOLIA SCIENCE CENTER

JOB NO .:

JOB VISITED BY: JUAN MELENDREZ

DAY: WEDNESDAY

DATE: 6.20.18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS:

LABORERS: __OTHERS: __

TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
DRYWALL	JUAN M.	6		
	DRYW ALL			The second in th

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

. SPENT THE DAY WALKING WITH THE PROJECT ENGINEER NORAIR TO VERIFY AREAS OF DEMOLITION TO CLARIFY STRUCTURE AREAS OF THE BUILDING.



COMSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:

2

JOB NAME: MAGNOLIA SCIENCE CENTER

JOB NO .: 18177

JOB VISITED BY: JUNE MELCHOREZ

DAY: THURSDAY

DATE: 6.21-18

CONTRACT TIME: ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: LABORERS: OTHERS:

SUBCONTRACTORS ON JOB TRADE MEN HRS. SUBS NOTIFIED S. Date

OCCOWALL DRYWALL JUAN 8

W:llic 8

WEATHER NOTE:	

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

· STARTED REPATCHING & FRAMING, AREAS OF DEMOLITION

-column on BRIDLING 7 & Dx 6

-EXTERIOR WALL AT RABIOT X 2

-SOFFITS AT PM # 107 x 2

- Soffits AT RM# 129 x 2

- Perimeter WAN AT PM#129 X Z

- WALLE column IN From# 131X2

- IND FLOOR RAMP DEMOLITION

- GRIDLINE 4 & F Column Demo

-EAST CUPRIOR XZ



DAILY JOB REPORT

REPORT NUMBER

JOB NAME: MAGNOLIA SCENCE CETER

JOB NO .: 18177

JOB VISITED BY: JUAN MELENDREZ

DAY:

FRIDAY

DATE: 6.22.18

CONTRACT TIME

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: V LABORERS: OTHERS:

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCCO WALL	DRYWALL	Jushie	8		

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

- · CONTINUED PATCHING & REFRAMING WHERE NEEDED AREAS OF WORK:
- . FIRST FLOOR WOMENS RESTROOM Zedlumns, 2 soffits, 2 Lies
- . RUUM# 123 x 3
- · Copy Room #118 X4
- · EASTRESTROOM
- · 12004 # 113
- . 1200M A112 x3
- · ROOMFIII X6

CEMSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:

JOB NAME: MAGNOCIA SCIENCE CENTER

JOB NO .:

18177

JOB VISITED BY: JUAN MELENDREZ

DAY:

FUESDAY MONDAY DATE: 6.25.18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: __ LABORERS: __ OTHERS: __

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
		1	04		
		JUAN	8		
		4			

W	FI	11	4	F	0	M	2	T	=	ŗ.
ww	E-1	1.4.1			1.4	FM.			E 1	

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

- · 200m 221 4
- · Ruom#214-1
- · upstailes RR 2
- \$ 200m \$ 212 -3
- . ROOM # 209 2
- · ROOM # 207 6



DAILY JOB REPORT

REPORT NUMBER

JOB NAME:

MAGNOLIA SCIENCE CENTER

JOB NO .:

18177

JOB VISITED BY: JUAN MELENDRE Z

TUESDAY

DATE: 6 . 26 . 18

CONTRACT TIME:

DAYS

ELAPSED TIME:

WEATHER NOTE:

DAYS

WEATHER!

TEMPERATURE RANGE:

COMPANY MEMPOWER: CARPENTERS: LABORERS: OTHERS:

SUBCONTRACTORS ON JOB	TRADE	MEM	HRS.	SUBS MOTIFIED	S. Date
OCCOWALL	RRYWALL	JUAN	8		
			-		

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

- · REFFAME & HANG COLUMN ON GRIDUNE 4 B." X4
- · REFRAME ÉHANG COLUMN ON GRIDLINE "40" x 1
- . ROOM # 212 x3
- · Southwest STAIRCASE 1
- · FRAMING FOR LATH ISTALLATION (a) EXTRING OF Building 3

OUnited Rentals

BRANCE 508 7755 CANOGA AV CANOGA PARK CA 91304-4914 818-340-5081 818-340-0035 FAX

OLTMANS CONSTRUCTION

JUN 28 2018

RECEIVED

RENTAL RETURN INVOICE

158373268-001

Job Site

JOB# 18049 MAGNOLIA SCHOOL

18220 SHERMAN WAY RESEDA CA 91335

Office: 562-948-4242 Cell: 562-217-5741

4 1.1562 1 MB 0.421 29842S21 p01 401466 1-1 0

<u> Բւհրակարերիի հրաթարժիթիաժիրֆի</u>ժկին

DLTMANS CONSTRUCTION CO. 10005 MISSION MILL ROAD WHITTIER CA 90601-1739

18049

Customer # : 3032899 Invoice Date

: 06/20/18 : 06/19/18 Rental Out Rental In 07:00 AM : 06/19/18 D3:DO PM UR Job Loc UR Job # : 18220 SHERMAN WAY, R

Customer Job ID: P.O. # ; : NOPOR Ordered By

: JEFF RICH : PERNANDO MORENO Reserved By Salesperson : CHRISTOPHER LESSING

Invoice Amount: \$683.56

Terns: Due Upon Receipt
Payment options: Contact ou credit office: 212-333-6600 Ext. 84673 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC. FILE 51122

LOS ANGELES CA 90074-1122

ITEMS: Equipment	Description	Minimum	Day	Week	4 Week	Amount
10139699	BOOM 30-33' ARTICULATING DC Make: CENIE Model: Z-30/20N RJ Serial: Z30N13-14535 Meter out: 43	368.00 5.90 Meter in: 43	368.00 6.60	1117.00	2459.00	368,00
ATSCRLLANEO	TIC IMMR.			Rental	Subtotal:	368,00
Item			Price	Unit of	Measure	Extended Amt
CA PERSONA	L PROP TAX RBIMB CHARGE	[DRSURCA/MCI]	2.760	EACH		2,76
ENVIRONMEN	TAL SERVICE CHARGE	[EMV/MCI]	4:780	EACH		4.78
DELIVERY C	HARGE		130.000	EACH		130.00
PICKUP CHA	RGB		130,000	EACH		130.00
				Sales/Misc	Subtotal:	267.54
rs/notes:				Agreement	Subtotal: Tax: Total:	635.54 48.02 683.56
	Equipment 10139699 (ISCELLANEO ILEM CA PERSONA ENVIRONMEN DELIVERY C	Bquipment Description 10139699 BOOM 30-33' ARTICULATING DC Make: CENIE Model: Z-30/20N RJ Serial: Z30N13-14535 Meter out: 43 CISCELLANEOUS ITEMS: Item CA PERSONAL PROP TAX REIMB CHARGE ENVIRONMENTAL SERVICE CHARGE DELIVERY CHARGE PICKUP CHARGE	Equipment Description Minimum 10139699 BOOM 30-33' ARTICULATING DC 168.00 Make: CENIE Model: Z-30/20N RJ Serial: Z30N13-14535 Meter out: 435.90 Meter in: 439 CISCELLANEOUS ITEMS: Item I CA PERSONAL PROP TAX REIMB CHARGE [DRSURCA/MCI] ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] DELIVERY CHARGE PICKUP CHARGE	Equipment Description Minimum Day	THEMS: Equipment Description Minimum Day Week 10139699 BOOM 30-33 ARTICULATING DC 168.00 168.00 1117.00 Make: GENIE Model: Z-30/20N RJ Serial: Z30N13-14535 Meter out: 435.90 Meter in: 436.60 Rental ISCRLLANEOUS ITEMS: Item Price Unit of CA PERSONAL PROP TAX REIMB CHARGE [DRSURCA/MCI] 2.760 EACH ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] 4.780 EACH DELIVERY CHARGE 120.000 EACH PICKUP CHARGE 130.000 EACH Sales/Misc Agreement	Squipment Description Minimum Day Week 4 Week

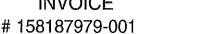
CONTACT: JEFF RICH CELL#: 562-217-5741



BRANCH 508 7755 CANOGA AV CANOGA PARK CA 91304-4914 818-340-5081 818-340-0035 FAX

OLTMANS CONSTRUCTION

RENTAL RETURN INVOICE



07:00 AM

02:00 PM

Addr

JOB# 18049 MAGNOLIA SCHOOL 18220 SHERMAN WAY RESEDA CA 91335

JUL 03 2018

Rental In

Office: 562-948-4242 Cell: 562-217-5741

5.1.1641 1 MB 0.421 30730S21.p01 426509 1-1 0

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OLTMANS CONSTRUCTION CO. 10005 MISSION MILL ROAD WHITTIER CA 90601-1739

Customer # : 3032899

Invoice Date Rental Out : 06/26/18 : 06/13/18 : 06/25/18

UR Job Loc UR Job # : 18220 SHERMAN WAY, R

Customer Job ID:

P.O. # Ordered By : NOPOR : JEFF RICH

Reserved By : SUSANA PACHECO : CHRISTOPHER LESSING Salesperson

Invoice Amount: \$1,091.03

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext, 84873 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.

FILE 51122

LOS ANGELES CA 90074-1122

						\$2.2.7~\$82.2~\$40.000 (\$2.000 (\$2.000 \$2.7.2.7.0.7.7.0.		
RENTAL Qty	ITEMS: Equipment	Description		Minimum	Day	Week	4 Week	Amount
1	10529722	Make: SKYJACK Mode		179.00 Meter in: 65.60	179.00	364.00	727.00	727.00
		Serial: 22102059 1	weter out: 64.10	Meter in: 65.60		Pt-3	C1-1-1	505.00
SALES/	MISCELLANEO	US ITEMS:				kental	Subtotal:	727.00
	Item	· 			Price	Unit of	Measure	Extended Amt.
1	CA PERSONA	L PROP TAX REIMB CH	ARGE	[DRSURCA/MCI]	5.452	EACH		5.45
1	ENVIRONMEN'	TAL SERVICE CHARGE	1 Carlo	[ENV/MCI]	9,450	EACH		9.45
1	DELIVERY C	HARGE	18047		133.000	EACH		133.00
1	PICKUP CHAI	RGE *	01510,0	(1)	133.000	EACH		133.00
					5	Sales/Misc	Subtotal:	280.90
	ga lyanya		K			Agreement	Subtotal: Tax: Total:	1,007.90 83.13 1,091.03
COMMEN	TS/NOTES:							

OMMENTS/NOTES:

CONTACT: JEFF RICH CELL#: 562-217-5741

CAN PRE DELIVER BEFORE 3PM



To: Magnolia Public Schools

From: Patrick Ontiveros, MPS General Counsel

Date: August 8, 2018

RE: Project Change Order Requests for Magnolia Science Academy-1's (MSA-1) New Construction Project for \$57,118.00 and MSA-1's Tenant Improvement Project for \$22, 669.00

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

MPS General Counsel

8 8 2018

Date

Alfredo Rubalcava

MPS CEO & Superintendent

Date





















































