



Facilities Committee Agenda Item #:	IIF (10/10/18)
Board Agenda Item #:	II F (10/11/18)
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors Facilities Committee (the “ Facilities Committee ”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Master Contract and Work Orders 1 and 2 for the MSA-1 Tenant Improvement Project

I. Proposed Committee Recommendation(s)

Staff recommends that the Facilities Committee approve and recommend that the full Board of Directors of MPS (the “**MPS Board**”) approve

(1) the Standard Form of Master Agreement between Owner and Contractor (AIA Document A121™-2014) (the “**Master Agreement**”) for tenant improvement work to be performed on MSA-1’s existing facility, attached as Exhibit A; and

(2) Work Orders #1 and #2 on AIA Document A221™-2014 (the “**Work Order Agreement**”) for, respectively (a) masonry infill along the wall adjacent to the new construction project for MSA-1 at 18220 Sherman Way and (b) removal and replacement of drywall for seismic engineering investigation of the existing building (18238 Sherman Way) connections per drawings and direction of Structural Engineer Brandow & Johnston.

The amount of Work Order #1 is \$3,946 and the amount of Work Order #2 is \$22,659. Each was completed on a time and material basis. Work Orders #1 and #2 are attached as Exhibit B and Exhibit C, respectively.

II. Background

A. Project Background

There are two projects currently underway at MSA-1: (i) a new construction project that will eventually house MSA-1’s high school population (the “**New Construction Project**”) and (ii) a tenant improvement project of the existing building that will eventually house MSA-1’s middle school population (the “**TI Project**”). The contract for the New Construction Project was awarded



to Oltmans Construction Co. The TI Project entails various investigations into the state of the structural integrity of the existing building, seismic renovation design, and HVAC renovation design. Upon approval by the Facilities Committee and the MPS Board, Oltmans may be selected to perform further tenant improvement work.

MPS Staff and its construction manager, PrimeSource Project Management LLC, believe that it is in the best interests of MPS and MSA-1 to retain Oltmans on a case by case basis to perform work on the Tenant Improvement Project. As previously reported to the Facilities Committee, Oltmans was directed to fill in certain penetrations in the existing building caused by the demolition of the previously existing gymnasium building before the New Construction Project progresses to a stage where it is more difficult and costly to do so. The foregoing work is described in Work Order #1. In addition, as previously reported to the Facilities Committee, Oltmans was directed to remove and replace drywall for seismic engineering investigation of the existing building connections per direction of MPS's structural engineer Brandow & Johnston. The foregoing work is described in Work Order #2. Work Order #2 was necessary in order to determine the full scope of seismic work needed to bring the existing 18238 Sherman Way building into seismic code compliance.

B. The Master Agreement and Work Orders

Rather than co-mingle the work of the New Construction Project and the TI Project, the Facilities Committee with the concurrence of MPS Staff agreed that the best option for documenting any work done on the TI Project with a separate contract distinct from the contract for the New Construction Project. The Master Agreement is an American Institute of Architects (“AIA”) form agreement that does not commit to a particular scope of work but rather allows discrete scopes of work to be contracted for separately under individual work orders documented on AIA Document A221-2014.

III. Budget Impacts

The MSA-1 TI Project will be paid for with proceeds from the 2014 bond issuance. As of October 3, 2018, the balance in the 2014 bond account is approximately \$680,000. In addition, MPS Staff believes that it will be able to repurpose a portion of the Charter School Facility Incentive Grant (“CSFIG”) awarded to MSA-1 from the New Construction Project to the TI Project. It expects that it will repurpose up to \$500,000 of the CSFIG award.

Exhibits (attachments):

- A. *Master Agreement*
- B. *Work Order #1*
- C. *Work Order #2*



Exhibit A

Master Agreement

DRAFT AIA® Document A121™ - 2014

Standard Form of Master Agreement Between Owner and Contractor where work is provided under multiple Work Orders

AGREEMENT made as of the «20th» day of «September» in the year «2018»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Magnolia Education & Research Foundation, DBA Magnolia Public Schools»« »
«250 East 1st Street, Suite 1500 »
«Los Angeles, CA 90012 »
«Telephone 213/628-3634»

and the Contractor:
(Name, legal status, address, and other information)

«Oltmans Construction Company»« »
«1005 Mission Mill Road
PO Box 985 »
«Whittier, CA 90608-0985 »
«Telephone 562/948-4242 »

for the following:
(Insert information related to types of projects, location, facilities, or other descriptive information as appropriate.)

«This Agreement anticipates a series of work orders for tenant improvements for the MSA-1 Reseda – existing building and site. Those improvements may include, but may not be limited to, a seismic retrofit and general renovation of an existing classroom building and modifications to associated site areas on the campus.»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA® standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document does not contain a description of the Contractor's scope of Work or establish payment terms or the dates of commencement of the Work or Substantial Completion. This document is intended to be used in conjunction with AIA Document A221™-2014, Work Order for use with Master Agreement Between Owner and Contractor

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	THE WORK
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	SUBCONTRACTORS
11	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
12	CHANGES IN THE WORK
13	TIME
14	PAYMENTS AND COMPLETION
15	PROTECTION OF PERSONS AND PROPERTY
16	INSURANCE AND BONDS
17	CORRECTION OF WORK
18	MISCELLANEOUS PROVISIONS
19	TERMINATION
20	CLAIMS AND DISPUTES
21	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above (“Date of this Master Agreement”).

§ 1.2 This Master Agreement shall apply to all Work Orders agreed to within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between the terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 15 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Work Orders executed under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement (hereinafter, "Owner's Representative" or "Construction Manager"):

«Tim Buresh, Construction Manager »
«PrimeSource PM LLC, DBA PrimeSource Project Management »
«655 Deep Valley Drive, Suite 335 »
«Rolling Hills Estates, CA 90274 »
«Telephone 424/903-0981 (office) 424/903-9412 (cell) »
« tim.buresh@primesourcepm.com »

§ 1.4.1 In each Work Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Work Order.

§ 1.5 The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

«Tere Meredith, Project Manager
Oltmans Construction Company »
«1005 Mission Mill Road »
« PO Box 985 »
«Whittier, Ca 90608-0985 »
«Telephone 562/948-4242 (office) »
«terencem@oltmans.com »

§ 1.5.1 In each Work Order, the Contractor will identify a representative authorized to act on behalf of the Contractor with respect to the Work Order.

ARTICLE 2 THE WORK

§ 2.1 The Contractor shall execute the Work set forth in each agreed upon Work Order, consisting of AIA Document A221-2014, Work Order, or such other document as the Owner and Contractor may mutually agree upon. Each Work Order shall state the name, location and detailed description of the Project; identify the Architect; state the Contract Time; state the Contract Sum; describe the Work; and enumerate the Contract Documents.

§ 2.2 The Contractor may refuse to agree to any Work Order issued by the Owner.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds in accordance with each individual Contract.

§ 3.2 Where the Contract Sum is based on the Cost of the Work under Section 3.3 or 3.4 of the Work Order, the Cost of the Work is defined in Exhibit A, Determination of the Cost of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment for individual Contracts submitted to the Architect or Owner's Representative by the Contractor, and Certificates for Payment issued by the Architect or Owner's Representative, as applicable, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«period ending the 25th day of each month»

§ 4.1.3 Provided that an Application for Payment is received by the Architect or Owner's Representative, as applicable, not later than the « 25th » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « 30th » day of the «following » month. If an Application for Payment is received by

the Architect or Owner's Representative, as applicable, after the date fixed above, payment shall be made by the Owner not later than «45» («calendar») days after the Construction Manager receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

«TEN PERCENT (10%) »

§ 4.1.5 Payments due and unpaid under a Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«the lower of (i) SEVEN PERCENT (7%) per annum, 0.58% per month, or (ii) the highest rate allowed by law » «

§ 4.2 Final Payment

§ 4.2.1 Final payment for individual Contracts, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's or Construction Manager's, as applicable, final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 20.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 20.4 of this Master Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

«Judicial reference as codified in California Code of Civil Procedure Section 638 et seq. »

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Work

The term "Work" means the construction and services required by the Contract Documents enumerated in a Work Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Work Order and related Contract. The Work may constitute the whole or a part of the Project identified in a particular Work Order.

§ 6.2 The Contract Documents

The Contract Documents are enumerated in each Work Order and consist of this Master Agreement; the Work Order executed by the Owner and Contractor (including, if applicable, Supplementary and other Conditions applicable to the Work Order); all Drawings, Specifications, and Addenda issued in connection with the Work Order; other

documents listed in the Work Order; and Modifications issued after execution of the Work Order. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Construction Manager or Architect, as authorized by Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 6.3 The Contract

The Contract Documents for each Work Order form a separate Contract for construction of the Work (“The Contract”). The Contract represents the entire and integrated agreement between the parties hereto for construction of the Work and supersedes prior negotiations, representations or agreements, either written or oral. A Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 6.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineers, Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 6.5.1 The Engineers, Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with a Project is not to be construed as publication in derogation of the Engineers, Architect’s or Architect’s consultants’ reserved rights.

§ 6.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to a Project outside the scope of a Contract without the specific written consent of the Owner, Engineers, Architect and the Architect’s consultants.

§ 6.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission. Unless otherwise agreed, the Parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

ARTICLE 7 OWNER

§ 7.1 The Owner is not required to issue any Work Orders under this Master Agreement.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish all necessary surveys and a legal description of sites referenced in a Work Order.

§ 7.2.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 7.2.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 8.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 7.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and, subject to Section 14.2.5, may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of a Work Order by the Contractor is a representation that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 8.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 8.2 Supervision and Construction Procedures

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

§ 8.3 Labor and Materials

§ 8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Engineers or Architect and in accordance with a Modification.

§ 8.4 Warranty

The Contractor warrants to the Owner, Engineers and Architect that materials and equipment furnished under a Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The foregoing warranty shall be for no less than a period of one year from date of Final Completion. The Contractor's guarantees and warranties apply equally to the Work performed by Contractor's Subcontractors and lower tier subcontractors. The warranty for any Work corrected under this warranty shall continue for an additional year from the date of correction, or the time remaining on the original applicable warranty, whichever is longer. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Nothing other than Owner's express written acceptance acknowledging the specific deficiencies in the Work shall constitute acceptance of such Work not performed in accordance with the Contract Documents, nor shall Contractor otherwise be relieved of its warranty responsibilities. Following timely notice of non-conforming Work within the applicable warranty period, Owner may continue to operate and use such non-conforming Work until such time that it can be corrected without further damage to Owner, and such continued use shall not affect Contractor's warranty obligations.

§ 8.5 Taxes

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded for an individual Contract, whether or not yet effective or merely scheduled to go into effect.

§ 8.6 Permits, Fees, Notices, and Compliance with Laws

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

§ 8.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 8.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 8.8 Contractor's Construction Schedules

§ 8.8.1 The Contractor, promptly after executing a Work Order, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work described in that Work Order. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 8.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

§ 8.9 Submittals

§ 8.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Engineers or Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the appropriate party

reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Engineers and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 8.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.10 Use of Site

The Contractor shall confine operations at the site(s) to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site(s) with materials or equipment.

§ 8.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 8.13 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Engineers and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Engineers or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

§ 8.14 Access to Work

The Contractor shall provide the Owner, Engineers and Architect access to the Work in preparation and progress wherever located.

§ 8.15 Indemnification

§ 8.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Engineers, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.15.1.

§ 8.15.2 In claims against any person or entity indemnified under this Section 8.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 ENGINEERS AND ARCHITECT

§ 9.1 The Owner shall retain an Engineer(s) and Architect to perform the services enumerated in this Article 9 and as described elsewhere in this Master Agreement. If an Engineer or Architect is not required by law, or otherwise not engaged on the Project, the Owner shall perform such services.

§ 9.2 The Owner's Representative listed above will provide administration of the Contract and will be an Owner's representative during construction, until the date the Owner's Representative issues the final Certificate for Payment for the Contract. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.3 As requested by Owner or Owner's Representative, Engineers and Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineers and Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Construction Manager, Engineers and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 9.4 On the basis of the site visits, the Construction Manager, Engineers and Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Construction Manager, Engineers and Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager, Engineers and Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.5 Based on the Owner's Representative's evaluations of the Work and of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 9.6 The Owner's Representative, Engineers and Architect have authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 9.7 The Engineers and Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.8 The Engineers and Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Owner's Representative in consultation with the Architects and Engineers will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 9.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 9.10 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 SUBCONTRACTORS

§ 10.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at a Project site.

§ 10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after execution of a Work Order, shall furnish in writing to the Owner the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's

list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

ARTICLE 11 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 11.1 The Owner reserves the right to perform construction or operations related to a Project with the Owner's own forces, and to award separate contracts in connection with other portions of a Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a claim as provided in Article 20.

§ 11.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 12 CHANGES IN THE WORK

§ 12.1 By appropriate Modification, changes in the Work may be accomplished after execution of a Work Order. The Owner, without invalidating this Master Agreement or a Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor, or by written Construction Change Directive signed by the Owner.

§ 12.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Construction Manager will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Construction Manager will prepare a Change Order.

§ 12.3 The Construction Manager will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Construction Manager promptly and before conditions are disturbed.

ARTICLE 13 TIME

§ 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 13.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 13.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 14.4.3.

§ 13.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 20.

ARTICLE 14 PAYMENTS AND COMPLETION

§ 14.1 Applications for Payment

§ 14.1.1 Applications for Payment will be submitted individually for each Contract.

§ 14.1.2 Where a Contract is based on a Stipulated Sum or the Cost of the Work plus a Contractor’s fee with or without a Guaranteed Maximum Price, the Contractor shall submit to the Owner’s Representative, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Owner’s Representative, shall be used in reviewing the Contractor’s Applications for Payment.

§ 14.1.3 With each Application for Payment based upon the Cost of the Work, or the Cost of the Work plus a Contractor’s fee with or without a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 14.1.4 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 14.1.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 14.2 Certificates for Payment

§ 14.2.1 The Owner’s Representative will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner’s Representative determines is properly due, or notify the Contractor and Owner in writing of the Owner’s Representative reasons for withholding certification in whole or in part as provided in Section 14.2.3.

§ 14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Owner’s Representative to the Owner, based on the Owner’s Representative evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Owner’s Representative knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Owner's Representative. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 14.2.3 Subject to Section 14.2.5, the Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative opinion the representations to the Owner required by Section 14.2.2 cannot be made. If the Owner's Representative is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Contractor and Owner as provided in Section 14.2.1. If the Contractor and the Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which the Owner's Representative is able to make such representations to the Owner. The Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's Representative's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 14.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 14.2.5 The Owner's Representative may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payment to the Contractor to impose a penalty or liquidated damages on the Contractor, unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner's Representative may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payments to the Contractor, pertaining to one Contract to offset amounts in dispute under a separate Contract.

§ 14.3 Progress Payments

§ 14.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 14.3.2 Neither the Owner nor Engineers or Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 14.4 Substantial Completion

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 14.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 14.4.3 Upon receipt of the Contractor's list, the Owner's Representative, Engineers and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Engineers or Architect determines that the Work or designated portion thereof is substantially complete, the Engineer or Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 14.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 14.5 Final Completion and Final Payment

§ 14.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection and, when the Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner's Representative's knowledge, information and belief, and on the basis of the Owner's Representative's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's Representative's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

§ 15.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.15.

§ 15.2 Hazardous Materials

§ 15.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 15.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Engineers, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 15.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 INSURANCE AND BONDS

§ 16.1 The Contractor shall purchase from, and maintain in, a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from (1) claims under workers' compensation acts and other employee benefit acts which are applicable; (2) claims for damages because of bodily injury, including death; and (3) claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 8.15. Certificates of Insurance, acceptable to the Owner, evidencing required coverages, shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 16.1.1 Only at the written request of Owner, the Contractor shall furnish bonds covering faithful performance of a Contract and payment of obligations thereunder as specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater. Upon the request of any

person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under a Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 16.1.2 The Contractor shall purchase and maintain insurance of the types and with the limits set forth below, and provide bonds as set forth below, for each Contract created pursuant to this Master Agreement.
(State bonding requirements, if any, and limits of liability for insurance required.)

Type of insurance or bond	Limit of liability or bond amount (% of Contract Sum)
General liability	Two Million dollars (\$21,000,000) per incident or aggregate
Property Insurance	Two Million dollars (\$2,000,000) per incident or aggregate
Automobile	One Million dollars (\$1,000,000) per incident or aggregate
Design liability (only for subs to GC)	One Million dollars (\$1,000,000) per incident or aggregate
Workers Compensation	Statutory coverage

§ 16.1.3 The Contractor shall provide written notification to the Owner of the cancellation or expiration of any of the insurance required by this Section 16.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 16.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 16.3 Property Insurance

§ 16.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 16.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Section 16.2 and 16.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 16.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 16.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 16.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of the Contract Documents. The Contractor shall pay Subcontractors their just

shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

ARTICLE 17 CORRECTION OF WORK

§ 17.1 The Contractor shall promptly correct Work rejected by the Construction Manager, Engineer or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager, Engineer or Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.4.

§ 17.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 17.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

ARTICLE 18 MISCELLANEOUS PROVISIONS

§ 18.1 Assignment of Contract

Neither party to a Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 18.2 Governing Law

A Contract shall be governed by the law of the place where the Project described in the Contract is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 20.4.

§ 18.3 Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner's Representative timely notice of when and where tests and inspections are to be made so that the Owner's Representative, Engineer or Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 18.4 Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to a Contract in accordance with the requirements of

the final dispute resolution method selected in this Master Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 18.4.

ARTICLE 19 TERMINATION

§ 19.1 Termination of a Contract

A Contract may be terminated in accordance with this Article 19. Termination of a Contract under this Article 19 shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

§ 19.1.1 Termination by the Contractor

If the Owner's Representative fails to certify payment as provided in Section 14.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 19.1.2 Termination by the Owner for Cause

§ 19.1.2.1 The Owner may terminate a Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 19.1.2.2 When any of the above reasons exists, the Owner, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.1.2.3 When the Owner terminates a Contract for one of the reasons stated in Section 19.1.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 19.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Owner's Representative, upon application, and this obligation for payment shall survive termination of the Contract.

§19.1.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 20 CLAIMS AND DISPUTES

§ 20.1 Claims, disputes and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, including those alleging an error or omission by the Architect but excluding those arising under Section 15.2, shall be referred initially to the Owner's Representative for decision. Such matters, except those waived as provided for in Section 20.8 and Sections 14.5.3 and 14.5.4, shall, after initial decision by the Owner's Representative or 30 days after submission of the matter to the Owner's Representative, be subject to mediation as a condition precedent to binding dispute resolution.

§ 20.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 20.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 20.4 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Master Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 20.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 20.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 20.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 20.8 Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 20.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 21 SCOPE OF THIS MASTER AGREEMENT

§ 21.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

§ 21.2 This Master Agreement is comprised of the following documents listed below:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

3 Other documents:
(List other documents incorporated into this Master Agreement.)

« »

This Master Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Alfredo Rubalcava »«CEO and Superintendent »
(Printed name and title)

CONTRACTOR (Signature)

«James Woodside »«Vice President »
(Printed name and title)





Exhibit B

Work Order #1



AIA[®] Document A221[™] – 2014

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 001 made as of the 20TH
day of September in the year 2018
(In words, indicate day, month and year.)

THE OWNER:

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

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

This document provides the Contractor's scope of Work, and related information, for the Work Order only, and is intended to be used with AIA Document A121[™]-2014, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

THE CONTRACTOR:

(Name, legal status, and address)
Oltmans Construction Company
1005 Mission Mill Road, PO Box 985
Whittier, CA 90608-0985

THE ARCHITECT:

(Name, legal status, address and other information)
None
None
None

for the following PROJECT:

(Name, location and detailed description)
MS Building Renovation
18258 Sherman Way
Reseda, CA 91335

THE CONTRACT

This Work Order, together with the Master Agreement between Owner and Contractor dated the 20th
day of September in the year 2018
(In words, indicate day, month, and year.)

form a Contract. A Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Contract may be amended or modified only by a Modification.

TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PARTY REPRESENTATIVES
- 5 ENUMERATION OF CONTRACT DOCUMENTS
- 6 INSURANCE AND BONDS

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 5 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Work Order unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Work Order or, if applicable, state that the date will be fixed in a notice to proceed.)

6/18/18

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

6/20/18 () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
PCI -004 Masonry infill of existing wall openings on East wall	6/19/18

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be N/A (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

N/A

§ 3.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

§ 3.3 Cost of the Work plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Section 3.2 of the Master Agreement unless otherwise set forth below.

Work performed on a time and materials basis per direction given at OAC meeting to fill existing doorway openings in the east wall of the MS building before CMU placement of the new HS building, fill to include masonry fill plus waterproofing per attached photos. Cost based on actual costs and fees to be calculated per the master agreement. Final cost of this work order including all fees and markups is \$3,946.00 per attached PCI-004 worksheet.

§ 3.3.1.1 The following costs are subject to the Owner's prior approval:

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Section 3.2 of the Master Agreement unless otherwise set forth below.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.4.3.3 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:

(Insert a description of how the Contract Sum will be determined.)

ARTICLE 4 PARTY REPRESENTATIVES

§ 4.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address and other information.)

Tim Buresh, Construction Manager
PrimeSource Project Management
655 Deep Valley Drive, Suite 335
Rolling Hills Estates, CA 90274
424/903-9412
tim.buresh@primesourcepm.com

§ 4.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address and other information.)

Devin Ulibarri, Project Manager
Oltmans Construction Company
1005 Mission Mill Road
Whittier, CA 90601
562/948-4242
devinu@oltmans.com

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents are defined in Section 6.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 5.1.1 This Work Order

§ 5.1.2 The Master Agreement

§ 5.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 5.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 5.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

Number	Title	Date
--------	-------	------

§ 5.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 5.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 6 INSURANCE AND BONDS

Insurance and bonds will be in accordance with Article 16 of the Master Agreement, except as indicated below:

Init.

This Work Order entered into as of the day and year first written above.

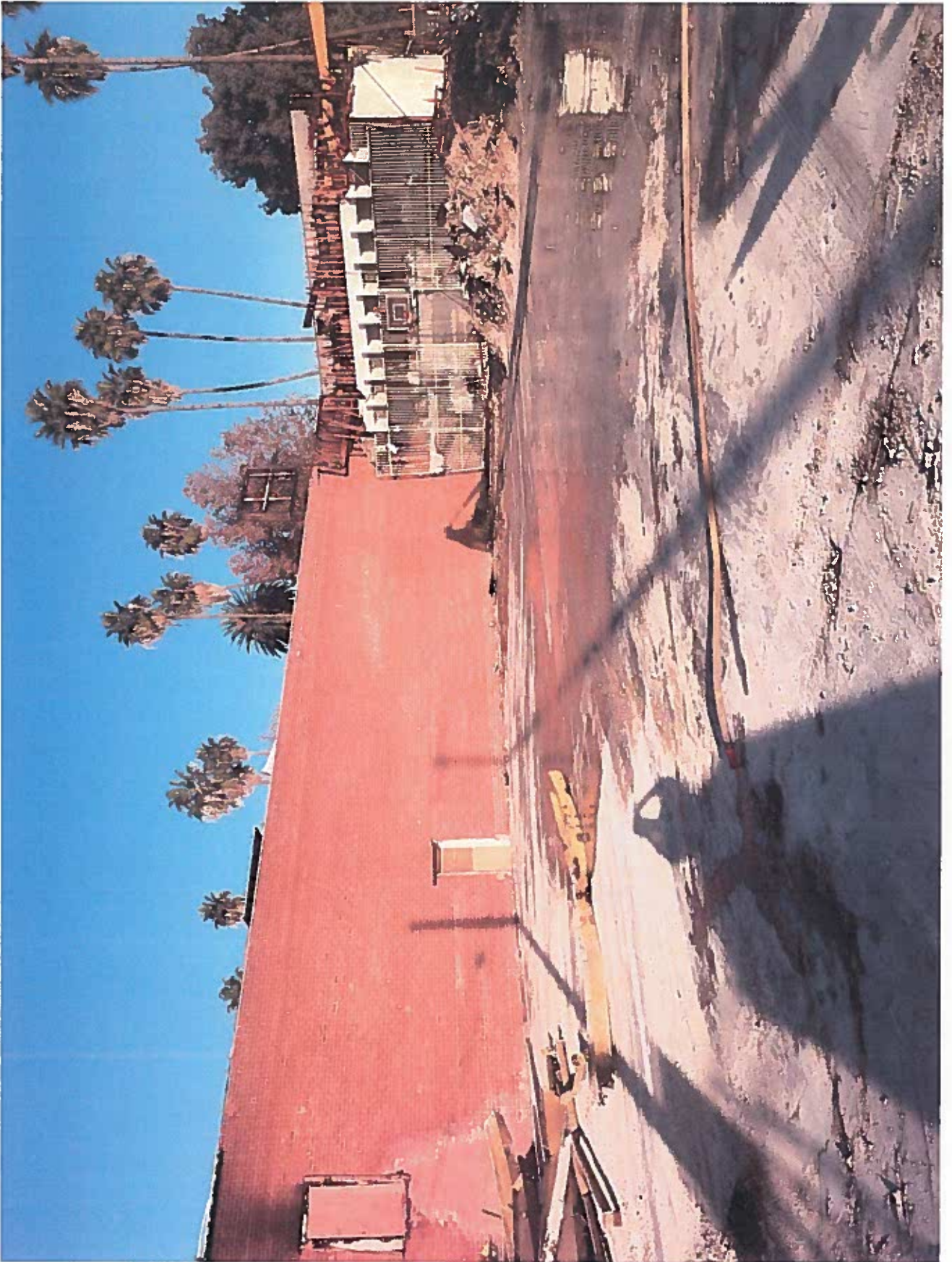
OWNER *(Signature)*

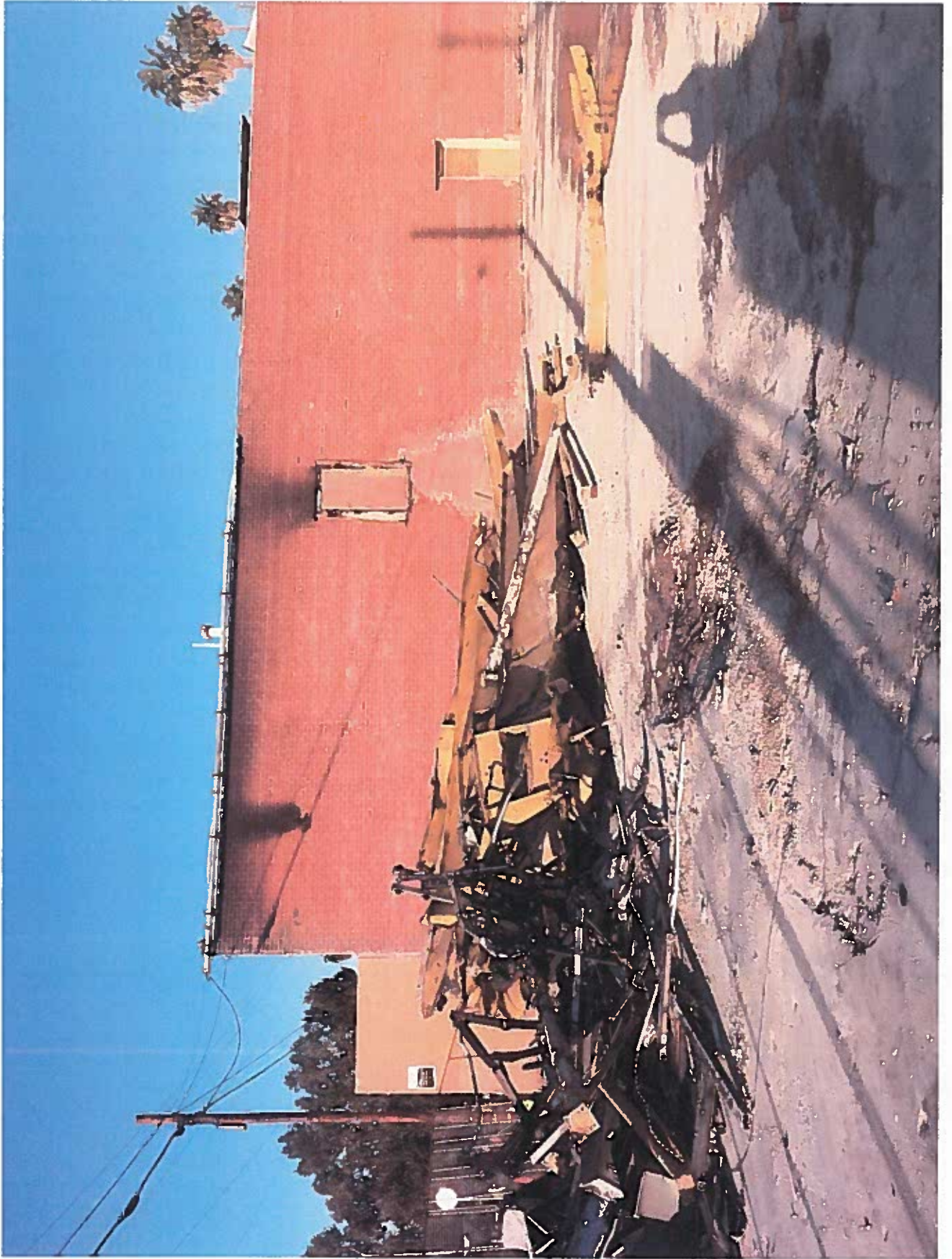
Alfredo Rubalcava, CEO and Superintendent

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)





Oltmans

CONSTRUCTION CO.

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

POTENTIAL CHANGE ITEM

PCI004

TITLE: Masonry Infill at (E) Building

DATE: 06/18/2018

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 infill at existing building.

Vendor	Description	Amount
Majestic Masonry	Masonry Infill at Existing Building	3,107.00
	SUBTOTAL:	3,107.00
	(OCCO JWO #001)	540.00
	GL	36.00
	SDI	46.00
	Bond	30.00
	Fee	187.00
	SUBTOTAL:	839.00
TOTAL COST FOR THIS CHANGE ORDER REQUEST:		3,946.00

APPROVAL:

Oltmans Construction Co.

BY: Devin Ulibarri

DATE:

APPROVAL:

Magnolia Educational and Research

BY:

DATE:

Majestic Masonry Inc.

SUBCONTRACTOR CHANGE ORDER REQUEST

Date: 6/19/2018
 Subcontractor Name: Majestic Masonry, Inc.
 Address: 1357 O'Malley Way
 City & State: Upland, CA. 91786
 COR#: 1
 Change Order For: TWO FILL INS

Project number: _____
 Project Name: MAGNOLIA
 Project Address: 18222 SHERMAN WAY
 City & State: RESADA, CA

Description of Work				
Equipment	Quantity	Unit Of Measure	Unit Cost	Equipment Costs
				\$ -
				\$ -
				\$ -
Subtotal				\$ -

Materials & Labor	Quantity	Unit Of Measure	Unit Cost	Materials Costs
4x8x16	60	BLOCK	\$ 2.50	\$ 150.00
				\$ -
SPEC MIX	7	BAGS	\$ 8.00	\$ 56.00
REBAR	5	PCS	\$ 14.00	\$ 70.00
EPOXY	2	TUBES	\$ 55.00	\$ 110.00
				\$ -
Subtotal				\$ 386.00

Labor	Quantity	Unit Of Measure	Unit Cost	Labor Costs
Forman/Mason	16		\$61.00	\$ 976.00
				\$ -
Tender	16		\$ 40.00	\$ 640.00
Truck	6		\$ 85.00	\$ 510.00
SUPT	2		\$ 95.00	\$ 190.00
				\$ -
Subtotal				\$ 2,316.00

Total Columns:			\$ -	\$ 386.00	\$ 2,316.00
Taxes (8.5%): see note below)				0.00%	
Total Costs:			\$ -	\$ 386.00	\$ 2,316.00

San Bernardino
 NOTE: Please use appropriate tax rate for your county

Total Costs:	\$ 2,702.00
Mark-Up % 15	\$ 405.00
Total:	\$ 3,107.00

Oltmans

CONSTRUCTION CO.

Project: **Magnolia Science Academy**
 Job #: **18049**
 JWO #: **1**
 JWO Date: **6/18/2018**
 Description: **Carpentry and Paint for block wall infills.**

By: **Jeff Rich**

PM: **Devin Ulibarri**

Date Entered:

Description	Qty.	Labor Rate	Equip/ Mat'l. Rate	Labor	Equip/ Mat'l.
-------------	------	------------	--------------------	-------	---------------

Classifications

1	Superintendent	4.0 hrs	\$ 90.00		\$360.00
2		hrs			\$0.00
3		hrs			\$0.00
4		hrs			\$0.00
5		hrs			\$0.00
TOTAL		4.0 hr			

Equipment / Materials

1	Plywood	2.0		20.00	\$20.00
2	Paint, roller	1.0		34.00	\$34.00
3	Pans, exterior pole	1.0		40.00	\$40.00
4	Screws	1.0		10.00	\$10.00

Subtotals		\$360.00	\$104.00
Small Tools	1.50%	\$5.40	
Subtotal		\$365.40	
Labor Burden	0.00%	\$0.00	
Material & Equipment		\$104.00	
Subtotal		\$469.40	
Liability Insurance	0.00%	\$0.00	
Subtotal		\$469.40	
Self-Performed OH&P	15.00%	\$70.41	
TOTAL		\$539.81	

EXCLUDES:

a) All subcontractor work (if any).

IMPORTANT:

When JWO is approved, notify the estimator so the Labor and Material Report can be updated.



Exhibit C

Work Order #2



AIA[®] Document A221[™] – 2014

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 002 made as of the 20th
day of September in the year 2018
(In words, indicate day, month and year.)

THE OWNER:

(Name, legal status and address)

Magnolia Education & Research Foundation, DBA MPS
250 East 1st Street, Suite 1500
Los Angeles, CA 90012

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

This document provides the Contractor's scope of Work, and related information, for the Work Order only, and is intended to be used with AIA Document A121[™]-2014, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

THE CONTRACTOR:

(Name, legal status, and address)

Oltmans Construction Company
1005 Mission Mill Road, PO Box 985
Whittier, CA 90608-0985

THE ARCHITECT:

(Name, legal status, address and other information)

None

None

None

for the following **PROJECT:**

(Name, location and detailed description)

MS Building Renovation
18258 Sherman Way
Reseda, CA 91335

THE CONTRACT

This Work Order, together with the Master Agreement between Owner and Contractor dated the 20th
day of September in the year 2018
(In words, indicate day, month, and year.)

form a Contract. A Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Contract may be amended or modified only by a Modification.

Init.

AIA Document A221[™]-2014. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 09/24/2018 13:44:15 under the terms of AIA Documents on Demand[®] Order No. 2010018845, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PARTY REPRESENTATIVES
- 5 ENUMERATION OF CONTRACT DOCUMENTS
- 6 INSURANCE AND BONDS

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 5 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Work Order unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Work Order or, if applicable, state that the date will be fixed in a notice to proceed.)

June 18, 2018

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than fifteen (15) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date
PCI-009 - Remove and replace drywall for seismic engineering investigation of existing building connections per marked up drawings and direction of Structural Engineer Brandow & Johnston, multiple passes may be required	8/3/18

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be (\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

§ 3.3 Cost of the Work plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Section 3.2 of the Master Agreement unless otherwise set forth below.

Work performed on a time and materials basis per direction given at OAC meetings and site walk meetings with Brandow & Johnston to remove and then replace after Structural Engineer inspection and release existing drywall covering structural connections in MS Building. Cost based on actual costs and fees to be calculated per the master agreement. Final cost of this work order including all fees and markups is \$22,659.00 per attached PCI-009 worksheet.

§ 3.3.1.1 The following costs are subject to the Owner's prior approval:

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Section 3.2 of the Master Agreement unless otherwise set forth below.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.4.3.3 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:

(Insert a description of how the Contract Sum will be determined.)

ARTICLE 4 PARTY REPRESENTATIVES

§ 4.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address and other information.)

Tim Buresh, Construction Manager
PrimeSource Project Management
655 Deep Valley Drive, Suite 335
Rolling Hills Estates, CA 90274
424/903-9412
tim.buresh@primesourcepm.com

§ 4.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address and other information.)

Devin Ulibarri, Project Manager
Oltmans Construction Company
1005 Mission Mill Road
Whittier, CA 90601
562/948-4242
devinu@oltmans.com

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents are defined in Section 6.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 5.1.1 This Work Order

§ 5.1.2 The Master Agreement

§ 5.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 5.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 5.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

Brandow & Johnston investigation plans dated 6/1/18 + field modifications as directed by Structural Engineer

Number	Title	Date
--------	-------	------

§ 5.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 5.1.7 Additional documents, if any, forming part of the Contract Documents:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 6 INSURANCE AND BONDS

Insurance and bonds will be in accordance with Article 16 of the Master Agreement, except as indicated below:

This Work Order entered into as of the day and year first written above.

OWNER *(Signature)*

Alfredo Rubalcava, CEO and Superintendent

(Printed name and title)

CONTRACTOR *(Signature)*

James Woodside, Vice President

(Printed name and title)

Init.



EST. 1946
BRANDOW & JOHNSTON
 STRUCTURAL-CIVIL ENGINEERS (CALIFORNIA, INC.)
 700 N. FLORENCE ST. P.O. BOX 10000 LOS ANGELES, CA 90017
 T: (213) 756-0500 WWW.B&J.CO

FIGURE 1
STRUCTURAL AS BUILT

**MAGNOLIA SCIENCE
 ACADEMY**
 14220 BIRCHMAN WAY, NEWTON, CA 94528

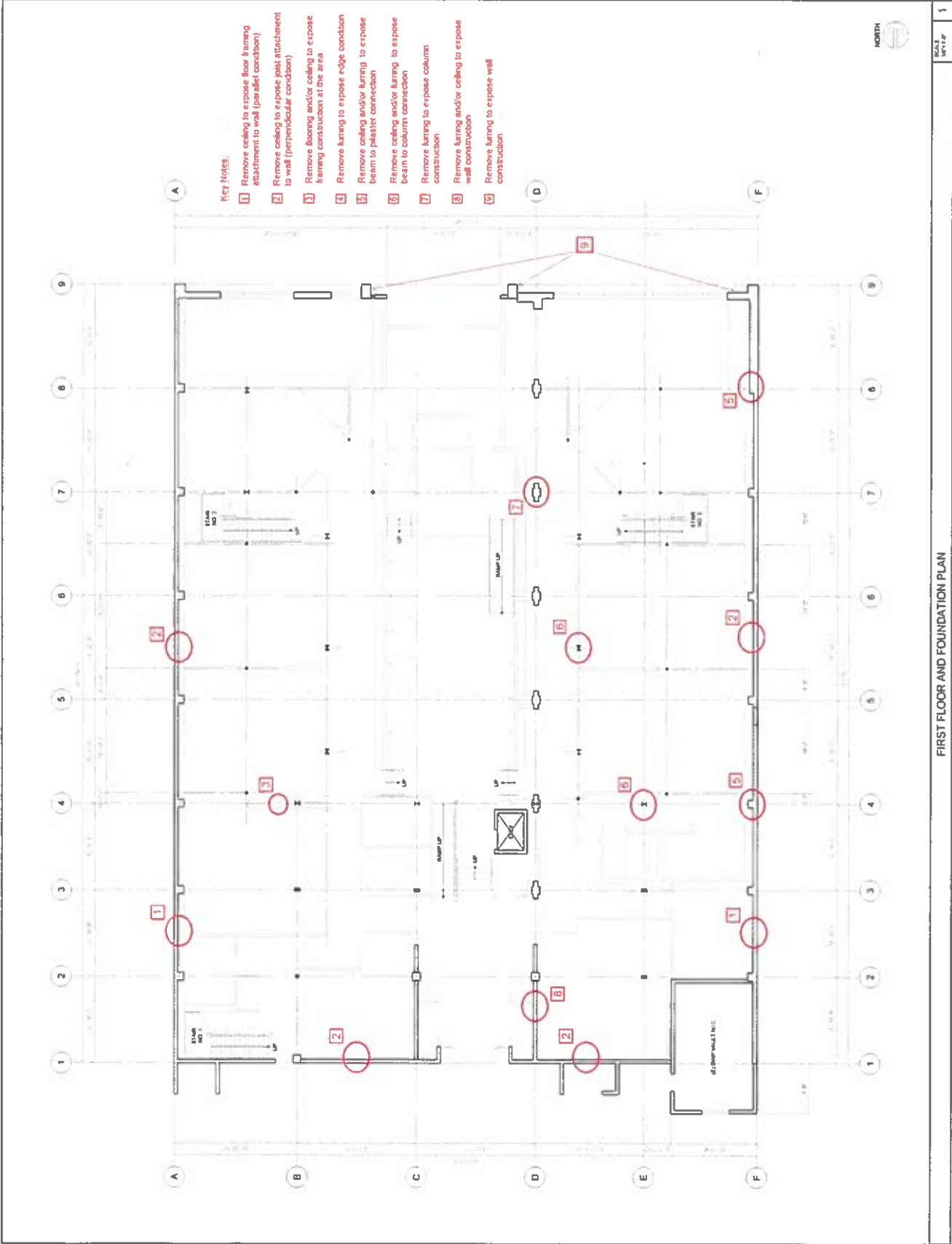
REVISIONS: _____ DATE: _____

 SHEET TITLE

**FIRST FLOOR AND
 FOUNDATION PLAN**

SHEET NUMBER

S-2



SCALE: 1/8" = 1'-0" (SEE NOTES) MAGNOLIA SCIENCE ACADEMY FOUNDATION AND FIRST FLOOR STRUCTURAL AS-BUILT

DATE: 08/14/2018

PROJECT: MAGNOLIA SCIENCE ACADEMY

1



BRANDOW & JOHNSTON
EST. 1946
STRUCTURAL-CIVIL ENGINEERS (S.F. & CA)
200 S. FLORISSA ST. FLOOR FOUR, LOS ANGELES, CA 90012
P. 213.380.0000 WWW.B&JON.COM

PAGE 11
STRUCTURAL AS BUILT

MAGNOLIA SCIENCE ACADEMY
1520 WILSHIRE BLVD. #E200 CA 94115

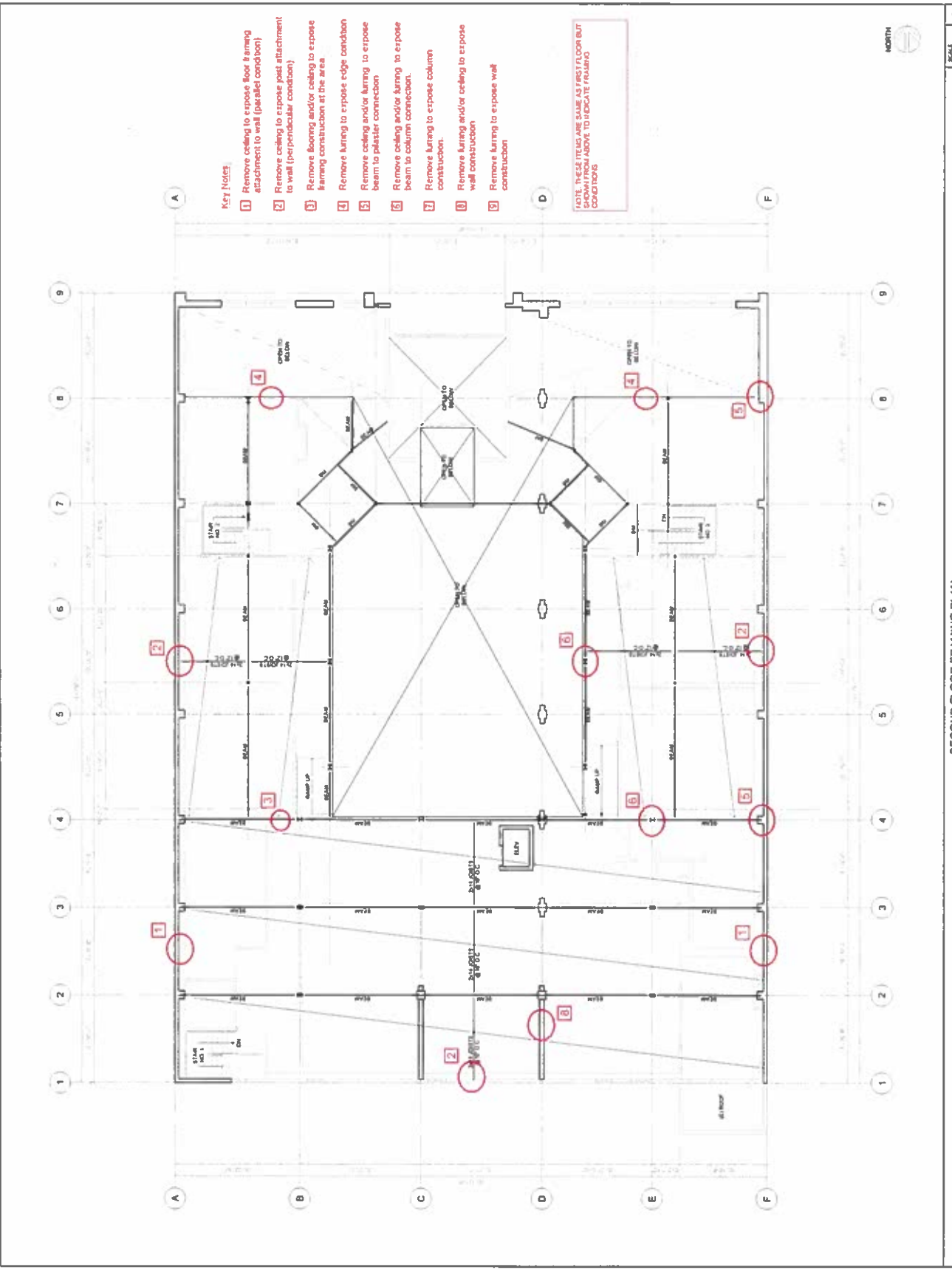
REVISIONS: NO. DATE

PAGE TITLE

SHEET NUMBER

SECOND FLOOR FRAMING PLAN

S-3



SECOND FLOOR FRAMING PLAN

SCALE: 1/8" = 1'-0"

COPYRIGHT © 2014 BY BRANDOW & JOHNSTON. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF BRANDOW & JOHNSTON. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BRANDOW & JOHNSTON.



RANDOW & JOHNSTON
EST. 1948
STRUCTURAL/ARCHITECTURAL ENGINEERS (S.F. 00000000)
700 S. FLORISSANT ST. STE. 1000 LOS ANGELES, CA 90017
T 310.788.0000 WWW.RJCE.COM

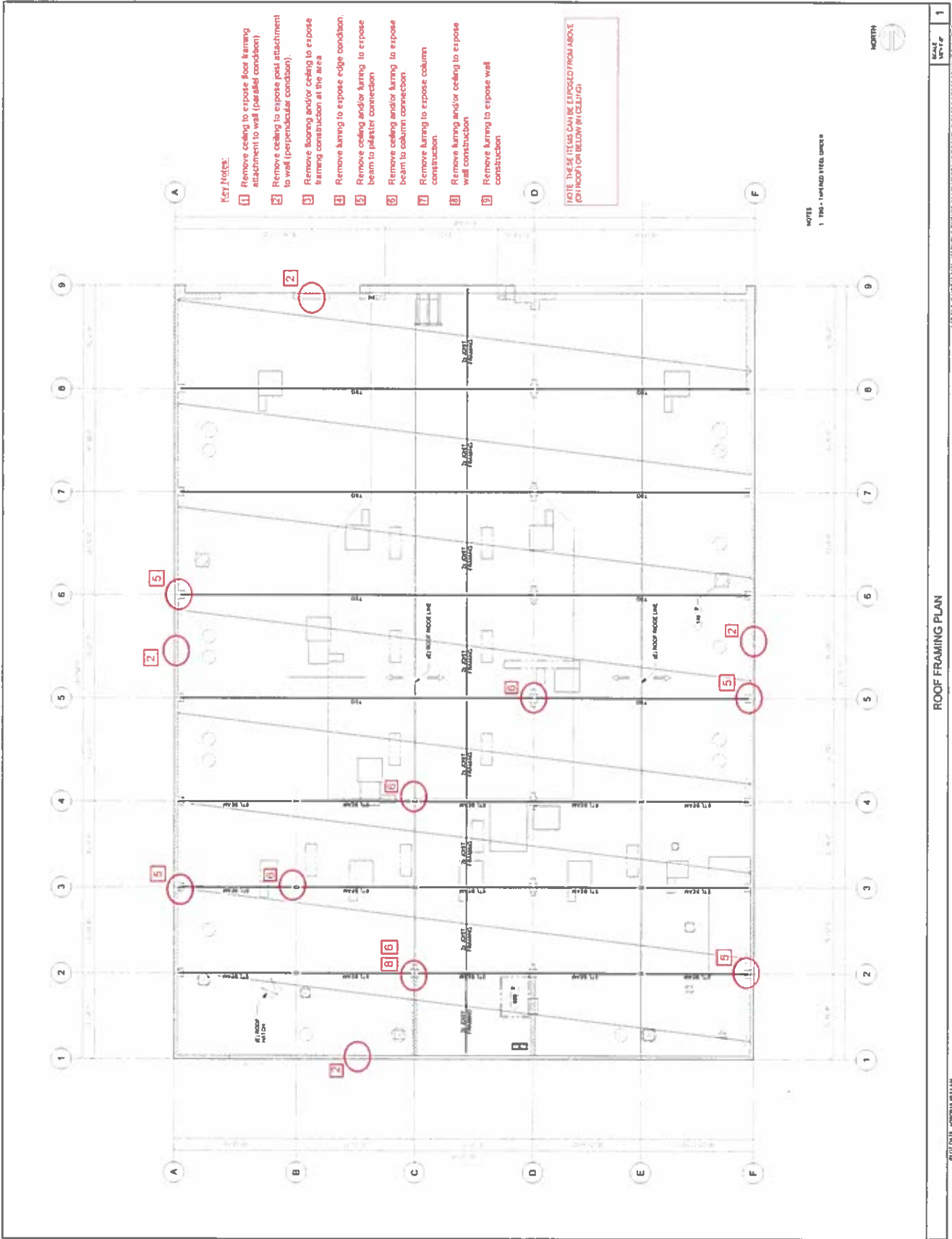
PROJECT: 11
STRUCTURAL AS BUILT

MAGNOLIA SCIENCE ACADEMY
4228 WILSHIRE BLVD. BEVERLY HILLS, CA 91604

REVISIONS	DATE

ROOF FRAMING PLAN

S-4



ROOF FRAMING PLAN

Team Member

POLB Organization	Dewberry	IEM	Prime Source	MBI
Engineering Svc Bureau				
Construc Mgt Div	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Engineering Design Div	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Maintenance Div	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Program Mgt Div	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Project Control Div	<input checked="" type="checkbox"/>			
Survey Div	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Planning & Env Bureau	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Finance & Admin Bureau	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	

Oltmans

CONSTRUCTION CO.

10005 Mission Mill Road
Whittier, CA 90601
Phone: (562) 948-4242 Fax: (562) 695-9257**POTENTIAL CHANGE ITEM**

PCI009

TITLE: Structural Investigation at MSA-1 Building**DATE:** 06/18/2018**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 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:

Oltmans Construction Co.

BY: Devin Ulibarri**DATE:****APPROVAL:**

Magnolia Educational and Research

BY:**DATE:**



Oltmans Wall

Date: 6/29/2018

Project: Magnolia Academy DW - 18177

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: Material, Equipment, and Labor to tape and finish all reconstructed areas as directed by Oltmans Superintendent.

*Oltmans Superintendent's Authorization to proceed: _____

LABOR RATES	Straight Hours	Base Rate*	OT Hours	Overtime	Premium Hrs	Premium time	Total
Superintendent		\$107.00		\$160.00		\$55.25	\$ -
Foreman		\$76.00		\$116.00		\$40.20	\$ -
Carpenter	64	\$74.00		\$114.00		\$37.85	\$ 4,736.00
Labor Total							\$4,736.00

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

Material	Piece count	Amount used	Price	Total
Invoice 1	EA		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	\$ -
			0.000	\$ -
			0.000	\$ -
			0.000	\$ -
			0.000	\$ -
			0.000	\$ -
			0.000	\$ -
Material Total			\$	-

Subcontractor Total	\$0.00	Material Total	\$	-
OH&P on Subcontractor	\$0.00	Tax	9.75%	\$
Labor Total	\$4,736.00	OH&P	15%	\$ 710.40

Grand Total \$5,446.40

**Oltmans Superintendent's Labor and Material Verification: _____

Oltmans Wall Representative: _____

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

**Oltmans Superintendent'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 CENTER 3

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:

THIS EWO IS TO 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
erman				\$ -
TAPER Carpenter	64			\$ -
Labor Total	\$0.00			

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

Material	Amount used	Price	Total

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: _____

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.

Date: 6/18/2018
 Project: Magnolia Academy DW - 18177

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

Extra Work Order No. 1

Description of work performed as a change to the contract: Material, Equipment, and Labor to demo areas specified on plans as directed by Oltmans Superintendent.

*Oltmans Superintendent's Authorization to proceed: _____

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	48	\$74.00		\$114.00		\$37.85	\$ 3,552.00
Labor Total	\$5,984.00						

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

Material	Piece count	Amount used	Price	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	\$0.00	Material Total	\$	433.52
OH&P on Subcontractor	\$0.00	Tax	9.75%	\$ 42.27
Labor Total	\$5,984.00	OH&P	15%	\$ 962.63

Grand Total \$7,422.42
 **Oltmans Superintendent's Labor and Material Verification: _____

Oltmans Wall Representative: _____

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



Oltmans Wall

Date: 6-18-18

Project: MABONOLIA SCIENCE ACADEMY

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

Extra Work Order No. 1

Description of work performed as a change to the contract:

- DEMOLITION FLOOR PLANS DRAWN BY BRANDOW & JOHNSTON
- INSTRUCTED BY MARCO GONZALEZ & COORDINATED BY JEFF ZICH ON DEMOLITION LOCATION, QUANTITY, & PROCEDURE.
- SPACE IS OCCUPIED, ALL FINISHES & FURNITURE REQUIRED DUST PROTECTION & CLEANUP.
- STARTED ON 6-13-18

*Oltmans Superintendent's Authorization to proceed: _____

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

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

Material	Amount used	Price	Total
SEE ATTACHED			
HOME DEPOT RECEIPTS			
\$474.69			

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 Superintendent's Labor and Material Verification:

Oltmans Wall Representative: _____

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



CONSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:
001

JOB NAME: MAGNOLIA SCIENCE ACADEMY
JOB NO.:
JOB VISITED BY: JUAN MELENDREZ

DAY: WEDNESDAY
DATE: 6.13.18
CONTRACT TIME: DAYS
ELAPSED TIME: DAYS
WEATHER: HOT
TEMPERATURE RANGE: 90⁵
COMPANY MANPOWER: CARPENTERS: 2 LABORERS: __ OTHERS: __

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCOWALL	DRYWALL	JUAN WILLIE	8 8		

WEATHER NOTE: _____

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

DEMOLITION FLOOR PLAN DRAWN BY BRANDON & JOHNSTON
INSTRUCTED BY MARCO GONZALEZ & DIRECTED BY JEFF RICH
TO BEGIN WITH DEMOLITION IN THE SPECIFIED AREAS
1ST FLOOR. DUST PROTECTION & CLEAN UP PROVIDED.

Oltmans

CONSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:

2

JOB NAME: MAGNOLIA SCIENCE ACADEMY

JOB NO.:

JOB VISITED BY: JUAN MELENDEZ

DAY: THURSDAY

CONTRACT TIME:

ELAPSED TIME:

WEATHER:

TEMPERATURE RANGE: 80^s

COMPANY MANPOWER: CARPENTERS: 2 LABORERS: ___ OTHERS: ___

DATE: 6-14-18

DAYS

DAYS

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCOWALL	DRYWALL	JUAN willie	8 8		

WEATHER NOTE:

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

- CONTINUANCE OF DEMOLITION ON FIRST FLOOR.
- DUST PROTECTION & CLEANUP PROVIDED.



CONSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:

3

JOB NAME: MAGNOLIA SCIENCE ACADEMY
JOB NO.:
JOB VISITED BY: JUAN MELENDEZ

DAY: FRIDAY

DATE: 6-15-18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: 3 LABORERS: ___ OTHERS: ___

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
WOOD WALL	DRYWALL	JUAN WILLIE FRANCISCO	8 8 8		

WEATHER NOTE: _____

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

CONTINUANCE OF DEMOLITION ON 1ST FLOOR & BEGINNING 2ND FLOOR
DUST PROTECTION, FLOOR COVERING, & CLEAN UP PROVIDED.

Oltmans

CONSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:

4

JOB NAME: MAGNOLIA SCIENCE ACADEMY
JOB NO.:
JOB VISITED BY: JUAN MELENOREZ

DAY: MONDAY

DATE: 6.18.18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: LABORERS: OTHERS:

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

WEATHER NOTE: _____

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

CONTINUOUS DEMOLITION FROM 6.15.18 2ND FLOOR & 3RD FLOOR ROOFLINE
DUST PROTECTION, FLOOR COVERING, & CLEANUP PROVIDED.



More saving.
More doing.™

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

661 0009 05042 06/13/18 06:51 AM
CASHIER LEONARDO

051115066835 2090 -A-
SLITCHBLUE 1 88' 2090 13.16
206 58
021200111077 TAPE -A-
SCOTCH 1.41" MASKING TAPE 17.97
292.91

073257012829 12' X400' 7MIL CLR PLASTIC 34.98
0622F 0521540 13" HDX BROOM -A- 8.97
13" HDX ALL-CL BROOM WITH DUAL PAN
051751027570 8' FG STEP -A- 99.98
8' FG STEP LADDER TI 250LB
MLP Savings \$24.02
6948542300223 N95 DISPOSAB -A- 20.97
HDX N95 VALVE RESPIRATOR 15PK
002925098591 D 6PC -A- 14.97
DIABLO 6PC SET
071798064129 BRUSH -A- 10.98
QUILLINE HORSEHAIR BENCH BRUSH
073319075182 18PK MICRO -A- 9.97
HDX MICROFIBER TOWEL 18PK

SUBTOTAL 257.86
SALES TAX 24.50
TOTAL \$282.36

XXXXXXXXXXXX5770 HOME DEPOT 282.36
AUTH CODE 0198678065719 TA



More saving.
More doing.™

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

661 0006 77957 06/19/18 10:34 AM
CASHIER JASMYNE

073257132426 TRASH BAGS -A- 17.97
HUSKY 42G CONTRACTOR TRASHBAG 32PK
049727220742 4" HMMERKNE -A- 8.97
WB HAMMER-END JOINT KNIFE 4"
049727230024 MUD PAN -A- 12.89
12IN STAINLESS STEEL MUD PAN
073257012881 POLY SHEET -A- 43.98
10'X100' 1MIL CLEAR POLY SHEETING
41952011130 1 2 4X4 BC -A- 23.03
0.451IN X 47.75IN 47.75IN LANDED
0000999-735 CA LBR FEE -A, U- 8.20N
CCA LUMBER FEE
047034360991 HW RED RSN -A- 18.47
166" HW WT RED ROSIN PAPER

SUBTOTAL 120.54
SALES TAX 11.43
TOTAL \$131.97

XXXXXXXXXXXX5770 HOME DEPOT 131.97
AUTH CODE 0198678065719 TA



More saving.
More doing.™

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

661 0006 36056 06/15/18 06:50 AM
CASHIER MICHAEL

073257012829 12' PLASTIC -A- 34.98
12'X400' .7MIL CLR PLASTIC
761475978231 CLICK DUST -A- 6.98
UNGER MICROFIBER CLICK & DUST DUSTER
051115066835 2090 -A-
SLITCHBLUE 1 88' 2090 13.16

SUBTOTAL 55.12
SALES TAX 5.24
TOTAL \$60.36

XXXXXXXXXXXX5770 HOME DEPOT 60.36
AUTH CODE 0198678065719 TA



Oltmans Wall

Date: 6/20/2018
Project: Magnolia Academy DW - 18177

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: Material, Equipment, and Labor to demo and clean up areas specified on plans as directed by Oltmans Superintendent.

*Oltmans Superintendent's Authorization to proceed:

Table with 8 columns: LABOR RATES, Straight Hours, Base Rate*, OT Hours, Overtime, Premium Hrs, Premium time, Total. Rows include Superintendent, Foreman, Carpenter, and Labor Total.

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

Table with 5 columns: Material, Piece count, Amount used, Price, Total. Includes Invoice 1 and a Material Total row.

Summary table with 5 columns: Subcontractor Total, OH&P on Subcontractor, Labor Total, Material Total, Tax, OH&P, and Total.

Grand Total \$1,209.80

**Oltmans Superintendent's Labor and Material Verification:

Oltmans Wall Representative:

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



Oltmans Wall

Date: 6-20-18

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 ASSISTANCE
IN LIGHT DEMOLITION & GENERAL SITE CLEANUP.

*Oltmans Superintendant's Authorization to proceed: _____

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

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

Material	Amount used	Price	Total

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: _____

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

Date: 6/26/2018
 Project: Magnolia Academy DW - 18177

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

Extra Work Order No. 3

Description of work performed as a change to the contract: Material, Equipment, and Labor to reframe and drywall all affected areas including 59 drywall patches as directed by Oltmans Superintendent.

*Oltmans Superintendent's Authorization to proceed: _____

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						

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

Material	Piece count	Amount used	Price	Total
Invoice 1	EA		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		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
1 1/2" 20ga Angle	LF	80	2.900	\$ 232.00
			0.000	\$ -
			0.000	\$ -
			0.000	\$ -
Material Total				\$ 752.72

Subcontractor Total	\$0.00	Material Total	\$	752.72
OH&P on Subcontractor	\$0.00	Tax	9.75%	\$ 73.39
Labor Total	\$3,616.00	OH&P	15%	\$ 655.31

Grand Total \$5,097.42

**Oltmans Superintendent's Labor and Material Verification: _____

Oltmans Wall Representative: _____

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

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

Extra Work Order No. 3

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 & LATH
- 59 DRYWALL PATCHES

*Oltmans Superintendent's Authorization to proceed: _____

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

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

Material	Amount used	Price	Total
4x8x 5/8 DRYWALL	6		
3 5/8 x 10' 20G. STUD	10		
1/2 x 10' 20G. ANGLE	8		
TNT MUD.	7		
LITESET 20	8		
.7 Mil 400' PLASTIC ROLL	3		
2" MASKING TAPE	10		
MESH TAPE	7		

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 Superintendent's Labor and Material Verification: _____

Oltmans Wall Representative:

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



CONSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER:
001

JOB NAME: MAGNOLIA SCIENCE CENTER
JOB NO.: 1817
JOB VISITED BY: JUAN MELENDEZ

DAY: WEDNESDAY

DATE: 6.20.18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: LABORERS: OTHERS:

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCLO WALL	DRYWALL	JUAN M.	6		

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 STRUCTURAL AREAS OF THE BUILDING.

Oltmans

GENERAL BUILDING CO.

DAILY JOB REPORT

REPORT NUMBER:

2

JOB NAME: MAGNOLIA SCIENCE CENTER
 JOB NO.: 18177
 JOB VISITED BY: JUAN MELENDREZ

DAY: THURSDAY

DATE: 6-21-18

CONTRACT TIME:

DAYS

ELAPSED TIME:

DAYS

WEATHER:

TEMPERATURE RANGE:

COMPANY MANPOWER: CARPENTERS: LABORERS: OTHERS:

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S. Date
OCOWALL	DRYWALL	JUAN WILLIE	8 8		

WEATHER NOTE: _____

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

- STARTED REPATCHING & FRAMING, AREAS OF DEMOLITION AREAS:
- COLUMN ON BRIDGING 7 & D x 6
- EXTERIOR WALL AT RM #107 x 2
- SOFFITS AT RM #107 x 2
- SOFFITS AT RM #129 x 2
- PERIMETER WALL AT RM #129 x 2
- WALL & COLUMN IN ROOM #131 x 2
- 2ND FLOOR RAMP DEMOLITION
- GRIDLINE 4 & E COLUMN DEMO
- EAST CORRIDOR x 2

DAILY JOB REPORT

REPORT NUMBER

3

JOB NAME: MAGNOLIA SCIENCE CENTER
 JOB NO.: 18177
 JOB VISITED BY: JUAN MELENDEZ

DAY: FRIDAY DATE: 6-22-18
 CONTRACT TIME: _____ DAYS
 ELAPSED TIME: _____ DAYS
 WEATHER: _____
 TEMPERATURE RANGE: _____
 COMPANY MANPOWER: CARPENTERS: LABORERS: _____ OTHERS: _____

SUBCONTRACTORS ON JOB	TRADE	MEN	HRS.	SUBS NOTIFIED	S Date
OCOWALL	DRYWALL	Juan W. J. L. E.	8		

WEATHER NOTE: _____

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

• CONTINUED PATCHING & REFRAMING WHERE NEEDED
 AREAS OF WORK:

- FIRST FLOOR WOMENS RESTROOM - 2 columns, 2 soffits, 2 lids
- ROOM # 123 x 3
- Copy Room # 118 x 4
- EAST RESTROOM
- ROOM # 113
- ROOM # 112 x 3
- ROOM # 111 x 6

Oltmans

CONSTRUCTION CO.

DAILY JOB REPORT

REPORT NUMBER

4

JOB NAME: MAGNOLIA SCIENCE CENTER
JOB NO.: 18177
JOB VISITED BY: JUAN MELENDEZ

DAY: ~~TUESDAY~~ 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
		JUAN	8		

WEATHER NOTE: _____

GENERAL LOG: (BRIEF DESCRIPTION OF WORK DONE)

- ROOM # 221 - 4
- ROOM # 214 - 1
- UPSTAIRS RR - 2
- ROOM # 212 - 3
- ROOM # 209 - 2
- ROOM # 206 - 6



DAILY JOB REPORT

REPORT NUMBER

JOB NAME: MAGNOLIA SCIENCE CENTER
JOB NO.: 18177
JOB VISITED BY: JUAN MELENDEZ

DAY: TUESDAY DATE: 6-26-18
CONTRACT TIME: DAYS
ELAPSED TIME: DAYS
WEATHER:
TEMPERATURE RANGE:
COMPANY EMPLOYER: CARPENTERS: LABORERS: OTHER:

SUBCONTRACTORS ON JOB	TRADE	NAME	HRS.	SUBS NOTIFIED	S Date
O CLOWALL	DRYWALL	JUAN	8		

WEATHER NOTE:

GENERAL LOGS: (BRIEF DESCRIPTION OF WORK DONE)

- REFRAME & HANG column ON GRIDLINE "4B" x 4
- REFRAME & HANG column ON GRIDLINE "4C" x 1
- ROOM # 212 x 3
- SOUTHWEST STAIRCASE 1
- FRAMING FOR LATH INSTALLATION (9) EXTERIOR OF Building - 3



OLTMANS CONSTRUCTION

RENTAL RETURN INVOICE

JUN 28 2018

158373268-001

RECEIVED

Customer # : 3032899
 Invoice Date : 06/20/18
 Rental Out : 06/19/18 07:00 AM
 Rental In : 06/19/18 03:00 PM
 UR Job Loc : 18220 SHERMAN WAY, R
 UR Job # : 2
 Customer Job ID:
 P.O. # : NOPOR
 Ordered By : JRFF RICH
 Reserved By : FERNANDO MORENO
 Salesperson : CHRISTOPHER LESSING

Job site Address

JOB# 18049 MAGNOLIA SCHOOL
 18220 SHERMAN WAY
 RESEDA CA 91335

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

4115621MB0421 29642521 p01 401466 1-1 0



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

18049

Invoice Amount: \$683.56

Terms: Due Upon Receipt
 Payment options: Contact our credit office 212 333-6600 Ext. 84673
 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
 FILE 51122
 LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10119699	ROOM 30-33' ARTICULATING DC Make: GENIE Model: Z-30/20N RJ Serial: Z30N13-14535 Meter out: 435.90 Meter in: 436.60	368.00	368.00	1117.00	2459.00	368.00

Rental Subtotal: 368.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
2	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI] 2.760	EACH	2.76
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 4.780	EACH	4.78
1	DELIVERY CHARGE	130.000	EACH	130.00
1	PICKUP CHARGE	130.000	EACH	130.00
Sales/Misc Subtotal:				267.54
Agreement Subtotal:				635.54
Tax:				48.02
Total:				683.56

COMMENTS/NOTES:

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



BRANCH 508
7755 CANOGA AV
CANOGA PARK CA 91304-4914
818-340-5881
818-340-0035 FAX

OLTMANS CONSTRUCTION

JUL 03 2018

RECEIVED

RENTAL RETURN
INVOICE

158187979-001

Job Site
Address

JOB# 18049 MAGNOLIA SCHOOL
18220 SHERMAN WAY
RESEDA CA 91335

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

5.1.16411 MB 0.421 30730521.p01 426509 1-1 0



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

Customer # : 3032899
Invoice Date : 06/26/18
Rental Out : 06/13/18 07:00 AM
Rental In : 06/25/18 02:00 PM
UR Job Loc : 18220 SHERMAN WAY, R
UR Job # : 2
Customer Job ID:
P.O. # : NOPOR
Ordered By : JEFF RICH
Reserved By : SUSANA PACHECO
Salesperson : CHRISTOPHER LESSING

Invoice Amount: \$1,091.03

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6800 Ext. 84873
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
1	10529722	SCISSOR LIFT 19' ELECTRIC Make: SKYJACK Model: SJIII3219 Serial: 22102059 Meter out: 64.10 Meter in: 65.60	179.00	179.00	364.00	727.00	727.00
Rental Subtotal:							727.00
SALES/MISCELLANEOUS ITEMS:			Price		Unit of Measure	Extended Amt.	
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	5.452		EACH	5.45	
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	9.450		EACH	9.45	
1	DELIVERY CHARGE		133.000		EACH	133.00	
1	PICKUP CHARGE		133.000		EACH	133.00	
Sales/Misc Subtotal:							280.90
Agreement Subtotal:							1,007.90
Tax:							83.13
Total:							1,091.03

18049
01510.00
E

COMMENTS/NOTES:

CONTACT: JEFF RICH
CELL#: 562-217-5741
CAN PRE DELIVER BEFORE 3PM

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.







































