



Board Agenda Item #:	III B- Action Item
Date:	December 13, 2018
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “MPS Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Work Order #4 for the MSA-1 Rehab Investigation Project

I. Proposed Committee Recommendation(s)

Staff moves that the MPS Board approve Work Order #4 in order for Oltmans Construction Company (“**Oltmans**”) to complete certain seismic investigatory work at the existing MSA-1 building at 18238 Sherman Way in an amount not to exceed \$4,500.00 to be billed on a time and material basis.

II. Background

A. Description of MSA-1 Project

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 rehabilitation project of the existing building that will eventually house MSA-1’s middle school population (the “**Rehab Investigation Project**”). The contract for the New Construction Project was awarded to Oltmans. The Rehab Investigation Project entails various investigations into the state of the structural integrity of the existing building, seismic renovation design, and HVAC renovation design. The purpose of the Rehab Investigation Project is to define a scope of work for a rehabilitation project that can then be bid out (the “**Rehab Project**”).

B. Proposed Work Order #4

In order to complete the Rehab Investigation Project, certain additional investigatory work needs to be completed. The design team has almost completed its feasibility study and design package. In order for them to complete it, they require that some exploratory demolition be undertaken find out what structural system is in place in a few areas. Since no drawings exist for the school, they need this field information to be able to prepare sections and elevation at Sherman Way side of the building.



Specifically, the design teams needs to find out what is supporting the Sherman Way upper building area, what is supporting the window opening and roof framing at the wall parallel to the sidewalk, whether the roof framing is above the window or below the roof, and what is the depth of the structural support. See attached Exhibit A.

C. Prior Approvals

At the October 11, 2018 MPS Board meeting the MPS Board approved (1) the Standard Form of Master Agreement between Owner and Contractor (AIA Document A121™-2014) (the “**Master Agreement**”) for work to be performed on MSA-1’s existing facility; and (2) Work Orders #1 and #2 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.

At the December 5, 2018 Facilities Committee meeting, the Facilities Committee approved the motion to recommend approval of Work Order #3 for investigatory work on the roof of the existing building.

III. Budget Impacts

The MSA-1 Rehab Investigation Project will be paid for with proceeds from the 2014 bond issuance and proceeds from repurposed CSFIG monies. 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 Rehab Investigation Project and Rehab Project. It expects that it will repurpose up to \$500,000 of the CSFIG award.

Exhibits (attachments):

- Exhibit A – Floor Plan Showing Where Additional Investigatory Work is Required*
- Exhibit B – Work Order #4 (draft)*



Exhibit A

Marked Up Floor Plan

Exhibit A

DRAFT AIA® Document A221™ - 2018

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number 4 made as of the « » day of December in the year 2018
(In words, indicate day, month, and year.)

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

Magnolia Educational & Research Foundation dba Magnolia Public Schools
250 East 1st Street, Suite 1500
Los Angeles, CA 90012
Attention: Director of Facilities

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

Oltmans Construction Company
10005 Mission Mill Road
Whittier, CA 90601

for the following **PROJECT**:
(Name, location, and detailed description)

Magnolia Science Academy 1
18238 Sherman Way
Reseda, CA 91335
Investigation of existing classroom building to uncover structural and other deficiencies

The Architect for the Project:
(Name, legal status, address, and other information)

Stern Architects
2961 W. MacArthur Blvd.
Suite 120
« »

THE CONTRACT

This Work Order, together with the Contract Documents enumerated herein, including 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 the Contract.

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 provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121™-2018, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

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TABLE OF ARTICLES

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- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE AND BONDS
- 6 PARTY REPRESENTATIVES
- 7 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute the Work described in the Contract Documents enumerated in Article 7 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:
(Check one of the following boxes.)

The date of this Work Order.

A date set forth in a notice to proceed issued by the Owner.

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Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Work Order.

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than twenty (20) calendar days from the date of commencement of the Work.

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By the following date: « »

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§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.

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

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

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

§ 3.2.4 Allowances, if any, included in the Stipulated Sum:
(Identify each allowance.)

Item	Price
<input type="checkbox"/>	<input type="checkbox"/>

§ 3.3 Cost of the Work plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 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 Exhibit A, Determination of the Cost of the Work.

§ 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.)

4%
17%

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§ 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 Four Thousand Five Hundred and no/100 Dollars (\$ 4,500.00), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This 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.)

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§ 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 bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

n/a

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§ 3.4.3.3 Unit Prices, if any:

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

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

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

(Identify each allowance.)

Item	Price

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

Work shall be performed in accordance with the instructions from the architect. The scope of work consists of the uncovering of certain areas of the building for investigation by the architect and engineer.

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§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 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.)

« »

§ 3.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

n/a

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ARTICLE 4 PAYMENTS

§ 4.1 Payments shall be in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application for Payment is due.)

n/a

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§ 4.2 Retainage will be withheld in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)

n/a

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ARTICLE 5 INSURANCE AND BONDS

§ 5.1 Insurance shall be in accordance with Article 15 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

n/a

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§ 5.2 In addition to insurance requirements in the Master Agreement, the Contractor shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Contractor, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

§ 5.3 Pursuant to section 15.1.7 of the Master Agreement, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 5.4 Pursuant to section 15.1.8 of the Master Agreement, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 5.5 Pursuant to section 15.1.9 of the Master Agreement, the Contractor shall procure a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 5.6 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	n/a
Performance Bond	n/a

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Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Work Order.

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Patrick Ontiveros, General Counsel and Director of Facilities
Magnolia Public Schools,
250 East 1st Street, Suite 1500
Los Angeles, CA 90012
Mobile: 323.490.0701
pontiveros@magnoliapublicschools.org

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§ 6.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

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ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ 7.1 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.

§ 7.1.1 This Work Order

§ 7.1.2 The Master Agreement

§ 7.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

n/a

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Section	Title	Date	Pages

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

n/a

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Number	Title	Date

§ 7.1.6 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.

§ 7.1.7 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.)

The Work under this Work Order shall be performed in accordance with the Architect's instructions for investigation as provided to Contractor under separate cover.

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

OWNER (Signature)

CONTRACTOR (Signature)

Alfredo Rubalcava, CEO and Superintendent
(Printed name and title)

James Woodside, Vice President
(Printed name and title)

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Exhibit B

Work Order #4

Exhibit B to Board Report

SECOND FLOOR OCCUPANCY LOADS

CLASSROOMS	8,705 SQ. FT./20 = 436
NEW	3,204 SQ. FT.
EXISTING	5,501 SQ. FT.

OFFICES 438 SQ. FT./100 = 5

TOTAL OCCUPANCY 441

REQUIRES: 441 X .2 (STAIRWELL) = 88.2" OF EXIT WIDTH OR 7.35'
THERE IS CURRENTLY 144" OF EXIT WIDTH OR 12'

At various locations high and low to find out what is supporting the window and the roof deck

We need to see what type of Roof beam this is. Masonry? Truss?

Where does the wall and the column intersect?
Also, verify type of the walls (CMU or Brick) and thickness of the walls.

At various locations high and low to find out what is supporting the window and the roof deck. Also, to verify the parapet construction (CMU, wood framing or else).

What is the existing floor construction? Concrete topping or wood?

