Board Office Use: Le	gislative File Info.	
File ID Number	11-3085	
Committee	Facilities	
Introduction Date	12-6-2011	
Enactment Number	11-2551	
Enactment Date	12-14-11	



Community 10:00 to 00 or 950 1:012

# Memo

То	Board of Education
From	Tony Smith, Ed.D., Superintendent Timothy White, Assistant Superintendent, Facilities Planning and Management
Board Meeting Date	December 14, 2011
Subject	Amendment No. 4, Professional Services Facilities Contract - Golden Associates Landscape - Claremont Middle School Landscaping Project
Action Requested	Approval by the Board of Education of Amendment No. 4, Professional Services Facilities Contract with Golden Associates Landscaping for Landscape Architect Services on behalf of the District at Claremont Middle School, in an amount not-to exceed \$18,031.00 increasing previous contract amount from \$139,497.00 to a not to exceed amount of \$157,528.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	Changes were required to make revisions to planting, increase project scope and submittal to the Division of State Architect.
Local Business Participation Percentage	100.00%
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



	number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.
	The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.
Recommendation	Approval by the Board of Education of Amendment No. 4, Professional Services Facilities Contract with Golden Associates Landscaping for Landscape Architect Services on behalf of the District at Claremont Middle School, in an amount not-to exceed \$18,031.00 increasing previous contract amount from \$139,497.00 to a not to exceed amount of \$157,528.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Fiscal Impact	The funding sources for this project are Resource Codes: 9299, 9399 and 9499.
Attachments	Professional Services Contract including scope of work
Key Code:	2019303891-6215



## AMENDMENT NO. 4TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Golden Associates Landscape.</u> OUSD entered into an Agreement with CONTRACTOR for services on <u>January 17, 2009</u>, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . X The scope of work has <u>changed</u> .					
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>					
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide changes to</u> designs as requested by the parent committee and field additions per the attached proposal.					
2.	Terms (duration): X The term of the contract is <u>unchanged</u> .  The term of the contract has <u>changed</u> .					
	If term is changed: The contract term is extended by an additional					
	(days/weeks/months), and the amended expiration date is, 20					
3.	Compensation: The contract price is <u>unchanged</u> . X The contract price has <u>changed</u> .					
	If the compensation is changed: The contract price is amended by					
	x Increase of \$18,031.00 to original contract amount					
	Decrease of \$ to original contract amount					
	and the new contract total is <u>One hundred fifty-seven thousand, five hundred twenty-eight dollars and no</u> <u>cents (\$157,528.00)</u>					

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

#### 5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date		
1	12-17-2009	The scope of the project is to provide additional design to include a rainwater catchment that requires a structural engineer. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.	\$31,500.00
2	8-25-2010	The scope of the project is to design the projects for 2 Phases to have a portion of project complete in summer 2010. This work includes pre-bid meetings, construction submittal reviews and close out of Phase 1. Additional scope of work was added after design including Arborist to give report of ALL existing trees on site. Community Garden needs were changed after initial design was approved.	\$31,500.00
3	5-11-2011	The scope of the project is to provide additional funding due to changes to the project scope and the pan revisions request just before and after the last meeting with the Community Members. Add green house details, then remove greenhouse details for the plan set, add wood to bench, remove the existing basketball hoops, chin up bar and baseball backstop and replace with new equipment details and various other items	\$11,500.00
		T33ATS HOIN C.	OCT 3
		ZOIL OCT 31 D 4: 20	A II: 0

K999069.002 Rev. 10/30/08

Contract No.

P.O. No.

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Timothy White, Assistant Superintendent

Facilities, Planning and Management

0

٤. London, President, Board of Education Jody Dat 12/15 Date Edgar Rakestraw, Jr., Sec Board of Education Date

CONTRACTOR Cont Signature ctor Print Name, Title

Date

15

## LEGISLATIVE FILE File ID Number 11-3085 Introduction Date 12-6-11 Enactment Number 11-2551 Enactment Date 12-14-11

13

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## EXHIBIT "A" Scope of Work

#### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

## SCOPE OF WORK

Contractor Name: Golden Associates Landscape

Billing Rate: Eighteen thousand, thirty-one dollars and no cents (\$18,031.00)

**Description of Services to be Provided** 

- 1. Goals or Objectives Additional landscape design.
- 2. Description of Services to be Provided The scope of the project is to provide changes to designs as requested by the parent committee and field additions per the attached proposal.
- 3. Deliverables Revised design.





Mr. Calvin Ransom Project Manager, OUSD 955 High Street Oakland, CA 94601 **RE: Amendment #5 Claremont Middle School**  October 13, 2011

Calvin,

Thank you for allowing me to submit the following proposal for extra services for the Claremont Middle School due to changes to plan revisions and the project scope. Changes required included the following: The revision of Historical gates due to the inaccuracy of installation and the request by parent groups, the change of planting at community garden and associated irrigation revision, additional scope of fencing design, additional scope of planting by parent's request along College Ave. and Miles Ave and additional construction support works.

The revision of Historical gates is \$3,000(Golden Associates \$1,000, KPW \$ 2,000), the revision of planting is \$ 1,000, the irrigation is \$500, the field report is \$1,500, walk through with parent group is \$ 1,000, additional scope of fencing design is \$ 1,000, additional scope of planting is \$ 500, and additional construction support \$ 1,000. Total Additional Fees requested - Not To Exceed \$ 17,237.00

\$41,019 Original contract amount

\$55,478 Amendment #1 March 31 2010
\$13,000 Amendment #2 Phase 1 Construction Documents
\$18,500 Amendment #3 Additional services
\$11,500 Amendment #4 Additional services
\$ 3,906 Amendment #5 Additional services
\$ 5,331 Amendment #5.1 Additional services previously provided
\$ 8,000 Amendment # 5.2 Additional services listed above
\$ 155,528 Proposed NEW Contract Amount

Sincerely,

Sestio B. Golden

4400 MARKET STREET, OAKLAND, CA 94608 TEL. 510 465 4030 FAX. 510 465 5325 CA LIC.2431



Ms. Calvin Ransom Project Manager, OUSD 955 High Street Oakland, CA 94601 **RE: Amendment #6 Claremont Middle School**  August 8, 2011

Calvin,

Thank you for allowing me to submit the following proposal for extra services for the Claremont Middle School due to changes to the project scope and plan revisions.. Changes required included the following: the Community Garden planters and size of beds and the relocation of the containers and associated irrigation, demolition, layout and planting changes.

The amount of work effort is \$4,000 and the additional DSA Permit Review Fee was \$787 and the Fire Department Review was \$544. Total Additional Fees requested - \$5,331.

\$41,019 Original contract amount

\$55,478 Amendment #1 March 31<sup>°</sup> 2010
\$13,000 Amendment #2 Phase 1 Construction Documents
\$18,500 Amendment #3 Additional services
\$11,500 Amendment #4 Additional services
\$4,700 Amendment #5 Additional Services previously provided
\$5,331 Amendment #6 Additional services listed above

\$149,528 Proposed NEW Contract Amount Sincerely,

Jesti B. Golden

Leslie Golden, RLA, LEED AP President

4400 MARKET STREET, OAKLAND, CA 94608 TEL. 510 465 4030 FAX. 510 465 5325 CA LIC.2431



Ms. Calvin Ransom Project Manager, OUSD 955 High Street Oakland, CA 94601 **RE: Amendment #5 Claremont Middle School**  July 1, 2011

Calvin,

Thank you for allowing me to submit the following proposal for extra services for the Claremont Middle School due to changes to the project scope and plan revisions. Field revisions and DSA fees.

## Total Additional Fees requested - \$4,700.

\$41,019 Original contract amount

\$55,478 Amendment #1 March 31 2010
\$13,000 Amendment #2 Phase 1 Construction Documents
\$18,500 Amendment #3 Additional services
\$11,500 Amendment #4 Additional services
\$4,700 Amendment #5 Additional Services previously provided

## \$144,197 Proposed NEW Contract Amount

Sincerely,

Jestin B. Golden

Leslie Golden, RLA, LEED AP President

4400 MARKET STREET, OAKLAND, CA 94608 TEL. 510 465 4030 FAX. 510 465 5325 CA LIC.2431

'Board Office Use: Le	gislative File Info.
File ID Number	11-0962
Committee	Facilities
Introduction Date	5-3-2011
Enactment Number	11-0823
Enactment Date	5-11-11 82



1

# Memo

То	Board of Education
From	Tony Smith, Ed.D., Superintendent Timothy White, Assistant Superintendent, Facilities Planning and Management
Board Meeting Date	May 11, 2011
Subject	Amendment No. 3 - Golden Associates Landscape - Claremont Middle School Landscape Project
Action Requested	Approval by Board of Education of Amendment No. 3, Professional Services Facilities Contract with Golden Associates Landscape for Additional Landscaping Services on behalf of the District for the Claremont Middle School Landscape Project, increasing the contract by a not to exceed amount of \$11,500.00, increasing previous contract amount from \$127,997.00 to a not to exceed amount of \$139,497.00 and revising the end date from May 1, 2011 to December 31, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	This amendment is for the 4 <sup>th</sup> Bore Grant give for Landscape Mitigation. The changes were required to add/remove greenhouse details, add wood to bench, removed existing athletic equipment and replace with new, revised planting, irrigation, demolition, layout, details cost estimate and specifications.
Local Business Participation Percentage	100.00%
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety,

www.ousd.k12.ca.us



# OAKLAND UNIFIED SCHOOL DISTRICT

reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

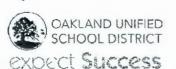
Recommendation Approval by Board of Education of Amendment No. 3, Professional Services Facilities Contract with Golden Associates Landscape for Additional Landscaping Services on behalf of the District for the Claremont Middle School Landscape Project, increasing the contract by a not to exceed amount of \$11,500.00, increasing previous contract amount from \$127,997.00 to a not to exceed amount of \$139,497.00 and revising the end date from May 1, 2011 to December 31, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact The funding source for this project is County School Facilities Grant

Professional Services Contract including scope of work

Key Code: 2019003891-6130

Attachments



## AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Golden Associates Landscape. OUSD

entered into an Agreement with CONTRACTOR for services on December 17, 2009, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . X The scope of work has <u>changed</u> .				
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work</u> .				
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional</u> funding due to changes to the project scope and the pan revisions request just before and after the last meeting with the Community Members. Add green house details, then remove greenhouse details for the plan set, add wood to bench, remove the existing basketball hoops, chin up bar and baseball backstop and replace with new equipment details and various other items described herein.				
2.	Terms (duration): X The term of the contract is <u>unchanged</u> . X The term of the contract has <u>changed</u> .				
	If term is changed: The contract term is extended by an additional Seven months (days/weeks/months), and the amended expiration date is December 31, 2011.				
3.	Compensation: The contract price is <u>unchanged</u> . X The contract price has <u>changed</u> .				
	If the compensation is changed: The contract price is amended by				
	X Increase of \$11,500.00 to original contract amount				
	Decrease of \$to original contract amount				
	and the new contract total is One hundred thirty-nine thousand, four hundred ninety-seven dollars and no cents (\$139,497.00)				

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

#### 5. Amendment History:

There are no previous amendments to this Agreement. X This contract has previously been amended as follows:

No.	No. Date General Description of Reason for Amendment		Amount of Increase (Decrease)
1 12-17-2009 The scope of the project is to provide additional design to include a rainwater catchment that requires a structural engineer. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.		\$31,500.00	
2 8-25-2010 The scope of the project is to design the projects for 2 Phases to have a portion of project complete in summer 2010. This work includes pre-bid meetings, construction submittal reviews and close out of Phase 1. Additional scope of work was added after design including Arborist to give report of ALL existing trees on site. Community Garden needs were changed after initial design was approved.		\$31,500.00	

HEIN CA 94601 St :21 d 81 8d THE DHINNY P.O. No.

K999069.002 Rev. 10/30/08

Contract No.

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Gáry Yee, President, Board of Edgar Rakestraw, Jr., Secretary Dale Board of Education Date Timothy White, Assistant Superintendent Date Facilities, Planning and Management

CONTRACTOR ctor Signature, Contra

Print Name, Title

File ID Number: 11 - D962Introduction Date: 5 - 3 - 11Enactment Number: 1-0 23 Enactment Date: 5 - 11 - 7By: 7 - 7

Page 2 of 3

VOAKLAND URBUD Vischgol, Distrikut Page 3 of 3

## EXHIBIT "A" Scope of Work

### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

## SCOPE OF WORK

Contractor Name: Golden Associates Landscape

Billing Rate: Eleven thousand, five hundred dollars and no cents (\$11,500.00)

1. Goals or Objectives Revise plans

#### 2. Description of Services to be Provided

The scope of the project is to provide additional funding due to changes to the project scope and the pan revisions request just before and after the last meeting with the Community Members. Add green house details, then remove greenhouse details for the plan set, add wood to bench, remove the existing basketball hoops, chin up bar and baseball backstop and replace with new equipment details and various other items described herein.

3. Deliverables

Revise plans

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A	×	Automobile Liability All Owned Commercial Autos Schedaled Autos Hired Autos Non-Owned Autos Garage Liability	602652786	09/01/2010	09/01/2011	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	CITALCO'S s s CITALCO'S
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200	04 T	tion of Operations/Vehic OYOTA PRIUS; VIN: JTT ate Holder , OAKLAND UNIFIT	DKB20UX40007545	Cancellatio	f the above describe	ed policies be cancelled be	fore the expiration da
	me & dress	DEPT OF FACILIT     955 HIGH ST,	IES&PLNNG MGM7	chereof, the i	ssuing company will	l endeavor to mail 30 day eft, but failure to mail su d upon the company, its a	s written notice to the ch notice shall impose



May 1, 2011

Ms. Kenya Chatman Project Manager, OUSD 955 High Street Oakland, CA 94601 **RE: Amendment #4R Claremont Middle School** 

Kenya,

Thank you for allowing me to submut the following proposal for extra services for the Claremont Middle School due to changes to the project scope and plan revisions requested just before and after the last meeting with the Community Members. Changes required included the following: Add green house details, then remove greenhouse details from the plan set, add wood to bench, remove the existing bush, then before this up bar and baseball backstop and replace with new equipment details, revise planting, mightion, demolition, layout, details, cost estimate and specification multiple times

The amount of work effort thus fat has been on our part has been \$20,755 – I would like to request an additional \$10,000. The structural engineer requested an additional \$3,000 for the DSA Submittal (if this charge can be considered an expense - we can credit \$2,500 from our unused reimbursable expenses). The DSA Permit Review Fee is \$952. Total Additional Fees requested - \$21,500.

\$41,019 Original contract amount

\$55,478 Amendment #1 March 31 2010
\$13,000 Amendment #2 Phase 1 Construction Documents
\$18,500 Amendment #3 Additional services listed above
\$11,500 Amendment #4 Additional services listed above

#### \$139,497 Proposed NEW Contract Amount

Sincerely,

Edw B. Golden

CHOO KAADIZI ZI ZI DUGULI



## AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

~

This Amendment is entered into between the Oakland Unified School District (OUSD) and Golden Associates Landscape. OUSD

entered into an Agreement with CONTRACTOR for services on December 17, 2009, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . X The scope of work has <u>changed</u> .				
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.				
	The CONTRACTOR agrees to provide the following amended services: The scope of the project is to design the projects for 2 Phases to have a portion of project complete in summer 2010. This work includes pre-bid meetings, construction submittal reviews and close out of Phase 1. Additional scope of work was added after design including Arborist to give report of ALL existing trees on site. Community Garden needs were changed after initial design was approved.				
2.	Terms (duration): X The term of the contract is unchanged.				
	If term is changed: The contract term is extended by an additional				
	(days/weeks/months), and the amended expiration date is, 20				
3.	Compensation: The contract price is unchanged. X The contract price has changed.				
	If the compensation is changed: The contract price is amended by				
	X Increase of \$31,500.00 to original contract amount				
	Decrease of \$to original contract amount				
and the new contract total is One twenty-seven thousand, nine hundred ninety-seven dollars (\$127,997.00)					

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

#### 5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	12-17-2009	The scope of the project is to provide additional design to include a rainwater catchment that requires a structural engineer. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.	\$31,500.00

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR
Gary Yes, President, Boage of Education	8/26/10 Date	- Asin Jolan 7/30/201 Contractor Signature Date
Edgar Rakestraw, Jr., Secretary Board of Education	Dale Date	Print Rame, little
Timothy White, Assistant Superintendent	Date	File ID Number: $10-2042$ Introduction Date: $8-17-10$ Enactment Number: $10-1608$
Facilities, Planning and Management K999069.002 Rev. 10/30/08		NEHLINGARI INERLANG DNINNETIS P.O. No.
R333003.002 Rev. 10/30/08		11.0.10.



Ms. Kenya Chatman Project Manager, OUSD 955 High Street Oakland, CA 94601 **RE: Amendment #3 Claremont Middle School**  June 30, 2010

Kenya,

Thank you for requesting the following proposal for changes to the Claremont Middle School scope of work. Per your email of Friday May 21, 2010 and verbal conversations, several additional scope increases were listed which we can include as extra services in our current contract. The following are additional changes which will represent additional work effort beyond the original scope:

- 1) Planting Plan Revisions add native trees at Miles \$500
- 2) Trash Enclosure Trellis \$500
- 3) Provide chain link fence top of bike enclosure \$500
- 4) Provide a demonstration rain barrel. \$1,000
- 5) Revise plans and cost estimates for Community Meetings (completed) \$1,000
- 6) Redesign Community Garden per Community \$1000
- 7) Revisions to for Outdoor Classroom Big Tree Court per Community \$1000
- 8) Civil Engineer to address water control + coordination \$4,500
- 9) Arborist Report + coordination \$3,000
- 10) Tree Demo Plan \$2,000
- 11) Revise Specifications \$1,000
- 12) Revise Cost Estimates \$1,000
- 13) Solar Power and green roof Research not charged
- 14) Community Garden at Special Needs \$ 500
- 15) Construction Administration \$1,000

Total Additional Fees \$18,500

- S41,019 Original contract amount
- \$55,478 Amendment #1 March 31" 2010

\$13,000 Amendment #2 Phase 1 Construction Documents

\$18,500 Amendment #3 Additional service; lisited above

\$127,997 Proposed NEW Contract Amount

4400 MARKET STREET, OAKLAND, CA 94608 TEL. 510 465 4030 FAX. 510 465 5325 CA LIC.2431

Please let me know if this proposal meets with your approval and we will proceed with the completion of the working documents.

Sincerely,

**.** .

Jestie B. Golden

Leslie Golden, RLA, LEED AP President



File ID Number: 10-0929
Introduction Date: 5-18-10
Enactment Number: 10-0851
Enactment Date: 5-26-10

## AMENDMENT NO. 1 TO PROFESSIONAL By: ガラ SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Golden Associates Landscape. OUSD

entered into an Agreement with CONTRACTOR for services on **December 17, 2009**, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . X The scope of work has <u>changed</u> .
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
	The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional design to include a rainwater catchment that requires a structural engineer. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.
2.	Terms (duration):       The term of the contract is unchanged.       X The term of the contract has changed.         If term is changed:       The contract term is extended by an additional <u>5 months</u> (days/weeks/months), and the amended expiration date is <u>May 1, 2011.</u>
3.	Compensation: The contract price is <u>unchanged</u> . X The contract price has <u>changed</u> .
	If the compensation is changed: The contract price is amended by
	x Increase of \$55,478.00 to original contract amount
	Decrease of \$to original contract amount
	and the new contract total is Ninety-six thousand, four hundred ninety-seven dollars and no cents (\$96,497.00)

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

#### 5. Amendment History:

X There are no previous amendments to this Agreement. 
This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

Gary/ree, Besident, Board of Joucation	5/27/0 Date	Contractor Contractor Signature 4/28/10 Date
Edgar Rakestraw, Jr., Secretary Board of Education	S/27/10 Date Date	LESUE GOLDEN 133815 WOIL
Timothy White, Assistant Superintendent Facilities, Planning and Management	Date	ON THE AND A STATE
K999069.002 Rev. 10/30/08 Contract No.		P.O. No.



Ms. Kenya Chatman Project Manager, OUSD 955 High Street Oakland, CA 94601 March 31, 2010

Partial Height

RE: Revisions to Original Claremont Contract

#### Kenya,

Our original Contract amount was for \$41,019 dated December 19<sup>th</sup> 2009. As you are aware, we have had several changes to the scope of work over the last three months. We have revised our fee task schedule dated March 31<sup>st</sup> 2010 to reflect the current scope of work and the previously prepared work (some of which will be used in the final plans and some has been removed from the final plans). The new total fee including sub consultants and reimbursable expenses is \$96,497. We have been paid \$39,430 which shall be deducted from the total fee.

\$41,019 Original Contract Amount \$39,430 previously paid \$1,589 Amount left on original contract

\$41,019 previous contract amount \$55,478 Additional Services Amount- see attached for breakdown

\$96,497 Proposed NEW Contract Amount

If you have any questions please contact me. We are delighted to be starting the project again!

Sincerely,

Edw B. Golden

eslie Golden, ASLA, LEED AP resident

4400 MAR OAKLAND



## **PROFESSIONAL SERVICES FACILITIES CONTRACT**

This Agreement is entered into between the Oakland Unified School District (OUSD) and <u>Golden Associates Landscape</u> (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services: The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
- Terms: CONTRACTOR shall commence work on <u>December 17, 2009</u>. The work shall be completed no later than <u>December 17, 2010</u>.
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to
  exceed <u>Forty-one thousand, nineteen dollars and no cents (\$41,019)</u>. This sum shall be for full performance of this
  Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit,
  overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
  - Signed Agreement
  - Workers' Compensation Certification
  - Insurance Certificates and Endorsements
- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: NA
- 6. CONTRACTOR Qualifications / Performance of Services.
  - a. CONTRACTOR Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
  - b. Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Notices/Invoicing: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Repr	esentative:	CONTRACTOR:
Name:	Timothy White	Name: Leslie Golden
Site /Dept.:_	Facilities Planning and Management	Title: Project Manager
Address:	955 High Street	Address: 4400 Market Street
	Oakland, CA 947601	Oakland, CA 94608
Phone:	(510)879-3664	Phone: 510-465-4030

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

Timothy E. White, Assistant Superintendent Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, California 94601

9.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

9.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

9.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.

9.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses

9.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

9.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses permits, and certificates necessary for the performance of this Agreement.
- 12. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s)
- 14. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officiers, agents, and employees from:
  - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
  - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives hamless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
  - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORs to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the

Rev. 6/24/2009

Professional Services Contract

OAKLAND UNIFIED SOUDOL OF RICT 0 7<u>69</u> 7<u>69</u> President, Board of Education Date Superintendent Secretary, O Board of Education Date

CONTRACTOR Date Contractor Signature B Lood Ne 26 Print Name, Title

29

File ID Number	09 3275
Introduction Date	121-8-09
Enactment Number	10-0-1
Enactment Date	

Assistant Superintendent, Date Department of Facilities Planning and Management

8

**Professional Services Contract** 

# Notice: This page includes two separate forms.

#### Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul> <li>Complete Workers' Compensation Certification below</li> <li>Attach proof of general liability and workers' compensation insurance</li> </ul>
Contractors with no employees	<ul> <li>Complete Workers' Compensation Certification below</li> <li>Either attach proof of general liability insurance or, if eligible, complete request for waiver below.</li> </ul>

#### WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing
  proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become
  due to its employees.

#### Check only one of the boxes below.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.	compensation laws of California.
CONTRACTOR Name: GOLDEN ASSO	CIATES
Contractor Signature: Ash B. 4	Olden Date: 11/19/09
Print Name and Title: 1 LEGINE D./(	201401

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

#### GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

- 1. Contract is for less than \$15,000
- Good history with the District. If the contractor has worked with OUSD in the past they
  received a good evaluation and there were no prior complaints, problems or injuries from
  prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name:

Contractor Signature:

Date:

Rev 6/24/2009

S. ANDALES

## AMENDMENT NO. 3 CONTRACT ROUTING FORM

				Project Info	ormation			
roje	ect Name	Claremont	Middle School	Landscapi	ing S	ite Cla	aremont	Middle School
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			l liability insurance, i insation insurance ce					over \$15,000
				Contractor In	nformation			
	tractor Name		ssociates Landscape		ency's Conta			
	SD Vendor ID #	V059435	1.01	Tit		Project N		04.000
	et Address	4400 Mark		Cit		Oakland	State	CA Zip 94608
	phone	510-465-4			licy Expires			
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Pa	ay Rate Per Ho	UIT (If Hourly)	\$	If An	nendment, (	Changed Amo	ount	\$ 11,500.00
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and the state	- March 1976 - All Street Providence			Budget Inf	ormation			
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THIS FORM IS NOT A CONTRACT

Agen Nam & Addr St.	e ess	<ul> <li>JOAN SIERING INST</li> <li>4408 MARKET STRI</li> <li>EMERYVILLE, CA</li> <li>(510)550-1604 (888)</li> <li>Dist. 01</li> </ul>	EET, STE A 94608 235-8106 FAX	This certifi upon the c	cate is issued as a ma	(/DD/YY) 11/01/11 tter of information only ar s certificate does not amend s shown below.	
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T ar af	nv rec	to certify that the policies of ir quirement, term or condition o d by the policies described here aims.	f any contract or other doc ein is subject to all the term	ument with respect to	which this certificate litions of such policie	may be issued or may perta s. Limits shown may have	ain, the insurance been reduced by
Ltr.		Type of Insurance	Policy Number	Date (MM/DD/YY)	Date (MM/DD/YY)	Policy L General Aggregate	
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A	××	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	602652786	09/01/11	09/01/12	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ 1,000,000 \$ \$ \$ 1,000,000 \$
		Umbrella Liability				Limit	\$
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• OAKLAND, CA 94601-4404 Address

Copy Distribution: Service Center Copy and Agent's Copy

JOAN SIERING

Authorized Representative

11/01/2011

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

			Project Information	· · · · · · · · · · · · · · · · · · ·				
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elephone	510-465-		Policy Expires		4-1	-26	12	
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