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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 30, 2021

Subject General Services Agreement – Lamphier-Gregory – Claremont Middle School New Multi-Purpose Room & Kitchen Project - Division of Facilities Planning & Management Project

Action Requested Approval by the Board of Education of General Services Agreement between the District and **Lamphier-Gregory**, Oakland, CA, for the latter to provide Class 14 CEQA consulting services related to the Claremont Middle School New Multi-Purpose Room & Kitchen Project, which includes finalizing the scopes of work, fee schedule, and execute contract documents with OUSD, in the not-to-exceed amount of **\$16,720.00**, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **December 31, 2022**.

Discussion Consultant will provide CEQA consulting services for the Claremont Middle School New Multi-Purpose Room Project. Consultant was selected based on demonstrated competence and professional qualifications. (Government Code §4526.)

LBP (Local Business Participation Percentage) 100.0%

Recommendation Approval by the Board of Education of General Services Agreement between the District and **Lamphier-Gregory**, Oakland, CA, for the latter to provide Class 14 CEQA consulting services related to the Claremont Middle School New Multi-Purpose Room & Kitchen Project, which includes finalizing the scopes of work, fee schedule, and execute contract documents with OUSD, in the not-to-exceed amount of **\$16,720.00**, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **December 31, 2022**.

Fiscal Impact Fund 21, Measure J

Attachments

- General Services Agreement
- Consultant Proposal
- Certificate of Insurance

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable.*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable.*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable.*
- Completion contract – *contact legal counsel to discuss if applicable.*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable.*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable.*
- Energy service contract – *contact legal counsel to discuss if applicable.*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable.*
- For services other than above, the cost of services is \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable.*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable.*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable.*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable.*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable.*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable.*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss.*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Lamphier-Gregory was also selected based on their longevity of expertise with this particular type of work. The District has found that Lamphier-Gregory performs work quickly, accurately, efficiently, and at a reasonable cost to the District.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **July 1, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Lamphier-Gregory** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Prepare an administrative draft Class 14 CEQA Exemption document and submit the document to OUSD staff for internal review, prepare a list of commonly-employed minimization measures to address potential construction- period nuisances and/or work with the OUSD team to determine proposed site-specific measures, revise and finalize the administrative draft Exemption and recommended measures in coordination with OUSD. Note that no circulation of an Exemption is required under CEQA, so no noticing of the release of the document or hearing is included with the scope. This scope assumes OUSD will notice their hearing per their standard procedures, attend one (1) OUSD Board Meeting to adopt the CEQA document and approve the project and be ready to respond to CEQA questions from the Board, prepare a Notice of Exemption (NOE) for the project and coordinate with OUSD staff in filing the Notice with the County Clerk. The Basic Services include all work described in the May 5, 2021; proposal attached to this Agreement as Exhibit A. Contractor may only provide other services (“Additional Services”) after authorized in writing by the District. “Services” shall mean Basic and Additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents, or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on **July 1, 2021**, and shall terminate upon completion of the Services, but no later than **December 31, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed SIXTEEN THOUSAND SEVEN HUNDRED TWENTY Dollars (\$16,720.00), which consists of a not-to-exceed amount of FIFTEEN THOUSAND TWO HUNDRED Dollars (\$15,200.00) for performance of the Basic Services, and a not-to-exceed amount of ONE THOUSAND FIVE HUNDRED TWENTY Dollars (\$1,520.00) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. 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, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*,

if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1 and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section

45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down

menu, at "Bids and Requests for Proposals."

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:


- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~


Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

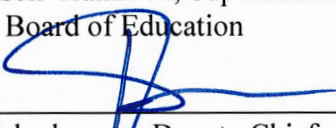
32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

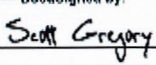
 7/1/2021
 _____ Date
 Shanthi Gonzales, President, Board of Education

 7/1/2021
 _____ Date
 Kyla Johnson-Trammell, Superintendent
 Secretary, Board of Education

 6/4/21
 _____ Date
 Tadashi Nakadegawa, Deputy Chief,
 Facilities Planning & Management

CONTRACTOR:

LAMPHIER-GREGORY

DocuSigned by:
 By:  _____
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 Title: President Date: 6/1/2021

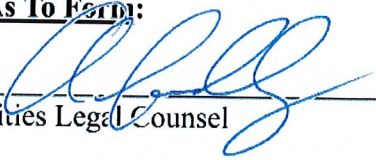
Address for District Notices:

Oakland Unified School District
955 High Street
Oakland, CA 94601
510-535-2728

Address for Contractor Notices:

Lamphier-Gregory
4100 Redwood Road, Ste. 20A
Oakland, CA 94619
510-535-6690

Approved As To Form:



OUSD Facilities Legal Counsel

6/4/21

Date

Exhibit A

Proposal

May 5, 2021

Oakland Unified School District
Tadashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601



Re: Scope and Fee Proposal, Class 14 CEQA Exemption for the Multi-Purpose Building and Kitchen at Claremont Middle School

Dear Deputy Chief Nakadegawa:

Thank you for contacting Lamphier-Gregory with an opportunity to provide environmental consultant services to the Oakland Unified school District (OUSD) for the New Multi-Purpose Building & Kitchen at Claremont Middle School. Set forth below is a statement summarizing our relevant experience, approach to this assignment, scope of work, budget, and schedule for the work.

A. Relevant Experience

We have previously completed CEQA analysis for similar OUSD projects, including Class 14 Exemptions for a Kitchen/Cafeteria projects at Hillcrest Elementary School and Piedmont Avenue School as well as others for other jurisdictions. If you do not have these documents at your fingertips, we would be happy to provide them as examples of the type of document and analysis we would expect to be the end product necessary for CEQA clearance for this project.

B. Introduction

The current Claremont Middle School Project involves site preparation and construction of a new 9,544 square foot multi-purpose building, to be located within the existing school grounds. The multi-purpose building among other uses will function as the school's cafeteria to replace the 5,273 square foot cafeteria that was destroyed in a fire in 2015. Site improvements would also be included in the project to include but not limited to underground utilities, paving, and landscaping. Construction is projected to span approximately 14 months, with the intent to begin work soon.

C. Approach

Based on our understanding of the project and experience with similar projects, we believe the project qualifies for a Categorical Exemption pursuant to Section 15314 of the CEQA Guidelines, also known as Class 14 Exemption: Minor Addition to Schools. We will prepare a CEQA document that supports the Exemption and demonstrate that no exceptions to the Exemption apply. If potentially significant impacts are identified for the project, the final CEQA document may need to be expanded to include a full Initial Study for adoption of a Mitigated Negative Declaration (MND), for which we would need to negotiate appropriate scope and fees.

Consistent with the foregoing, we intend to limit the scope of our environmental evaluation to only what is required to support the use of the Categorical Exemption referenced above. This will include

addressing the base criterion for the exemption itself (e.g., whether the Project would increase student capacity or classrooms) and whether any of the Exceptions to the Exemption as set forth in Guidelines Section 15300.2 apply. For this latter task we will qualitatively evaluate whether each project would result in any of the following:

1. A cumulative environmental effect;
2. A significant impact resulting from or related to “unusual circumstances;”
3. An impact to scenic resources related to a designated Scenic Highway;
4. Whether the project site is listed on the so-called “Cortese List” as provided in California Government Code Section 65962.5; or
5. Whether the project would cause an adverse effect to an historic resource.

Note that the list of environmental topic areas presented in the RFP coincide with those required to be analyzed for a different exemption (Class 32: Infill Development) and are not necessarily required for the proposed Class 14: Minor Addition to Schools. Therefore, we have assessed the need for technical analysis to provide CEQA clearance for this project in preparation of this scope as detailed below. For a smooth CEQA process and legal defense if necessary, we recommend the exemption document focus on required elements under CEQA and if specific studies are desired to direct design or neighborhood outreach, that those be completed separately.

1. Assessment of Cumulative Effects:

The project is a relatively small construction project that does not result in increased student capacity. Therefore, we expect there would be no significant potential for operational effects, and any construction-period nuisances would be both temporary and not anticipated to be significant even at a cumulative level. We will discuss this qualitatively in the exemption and do not anticipate the need for technical quantitative analysis. See below for further discussion of environmental topic areas.

2. Assessment of Potential for Significant Impacts Due to Unusual Circumstances:

Air Quality, Transportation and Traffic, Noise

While the school district and neighbors are anticipated to be interested in construction-related potential for nuisance including construction traffic and staging, dust and emissions, and construction noise, these are standard concerns for any construction project and would not be considered “unusual circumstances” under CEQA. Standard construction activities have already been taken into account in determining that projects of this type are determined to be exempt from further CEQA review. Therefore, we will detail this conclusion in the exemption document and discuss these topics qualitatively in the exemption document and will work with the OUSD team to identify “good neighbor” practices that can be implemented to minimize the perception of nuisances. These measures can be based on those commonly applied to other similar projects and/or specific measures proposed by OUSD’s development team.

Biological Resources

As a construction project involving part of an already-developed site surrounded by urban development and not proximate to a creek, assessment by a biologist is not necessary to reach CEQA conclusions. We will point to broader planning efforts in the area to further support lack of significant biological resources at the site.

There are no endangered trees in the area such that tree removal itself has the potential to raise to a CEQA impact. We will coordinate with OUSD to determine whether City of Oakland tree ordinance

and removal permit requirements are applicable, and if so, will note compliance with applicable permit requirements. An arborist report is not necessary to complete the Exemption process and can be part of the non-CEQA planning process. (While we would recommend against having us manage non-CEQA work as discussed in the opening, we can do so if directed and/or can provide arborist recommendations for your team).

Hydrology and Water Quality

As a construction project involving part of an already-developed site surrounded by urban development and not proximate to a creek, technical assessment of changes to site hydrology are not necessary to reach CEQA conclusions under a Class 14 Exemption. We will note that the project would be required to comply with existing regulations and a drainage plan would be required as part of the project plan set.

Other Topics

We will address other topic areas as necessary to reach CEQA conclusions, which is likely to include brief discussions of wildfire risk in the area, geologic hazards, and greenhouse gas specifically among other more general discussions.

3. Assessment of Scenic Resources:

Due to the nature of the project and location, there does not appear to be the potential to result in a significant impact to scenic resources. Lamphier-Gregory will note this in the exemption document.

4. Assessment of "Cortese List" Hazardous Materials:

As an existing school site, our scope assumes this site is not included on the Cortese List for presence of hazardous materials. Our scope assumes we will conduct searches of the EnviroStor and GeoTracker databases and report negative results indicating this is not a hazardous materials site.

5. Assessment of Historic Resources:

As a construction project on a portion of a developed site with no demolition, there does not appear to be the potential to result in a significant impact to historic resources. We will point to broader planning efforts in the area to further support lack of significant historic resources at the site. Lamphier-Gregory will note this in the exemption document.

D. Scope of Work

Briefly stated, we envision our work program to consist of the following tasks:

1. Finalize the scopes of work, fee, and schedule and execute contract documents with OUSD.
2. Review project materials and agree on the project description for CEQA review.
3. Evaluate whether the projects meets the criteria for a Categorical Exemption pursuant to CEQA Guidelines Section 15314, Minor Additions to Schools, and whether any of the Exceptions to the use of an Exemption, consistent with CEQA Guidelines Section 15300.2 are present. As discussed under the Approach above, it is assumed for the purpose of this proposal that the CEQA document will serve as the basis for adoption of a Categorical Exemption pursuant to §15314 (Minor Additions to Schools) and that none of the exceptions to the Exemption set forth in §15300.2 are present. See the Approach section above for discussion of assessment by topic area.

4. Prepare an administrative draft Class 14 CEQA Exemption document and submit the document to OUSD staff for internal review.
5. Prepare a list of commonly-employed minimization measures to address potential construction-period nuisances and/or work with the OUSD team to determine proposed site-specific measures.
6. Revise and finalize the administrative draft Exemption and recommended measures in coordination with OUSD. Note that no circulation of an Exemption is required for the under CEQA, so no noticing of the release of the document or hearing is included with our scope. Our scope assumes OUSD will notice their hearing per their standard procedures.
7. Attend one (1) OUSD Board Meeting to adopt the CEQA document and approve the project and be ready to respond to CEQA questions from the Board.
8. Prepare a Notice of Exemption (NOE) for the project and coordinate with OUSD staff in filing the Notice with the County Clerk.

Note: The above scope specifically excludes our participation in additional meetings with local residents or other interested parties other than the official hearing at which the Exemption will be considered.

E. Proposed Fee

Based on the above scope for a Class 14 Categorical Exemption, we anticipate costs totaling \$15,200. We recommend including a contingency amount of approximately 10 percent, resulting in a "Not to Exceed" budget of \$16,720. Contingency funds are requested to address any out of scope work that may be determined to be necessary and would not be expended without prior OUSD approval.

Lamphier-Gregory bills all work on a Time & Materials basis. Any direct expenses or subconsultant expenses would be billed at cost plus 10%.

F. Schedule

Assuming no technical work by subconsultants, we can provide the District an administrative draft Class 14 Categorical Exemption document within three (3) weeks of receiving a Purchase Order and Notice to Proceed. We will respond to District comments with a revised document within 1 week following receipt of comments from the District. No public review of the final CEQA document is required by CEQA or assumed herein. Assuming some time for OUSD team review of draft documents and scheduling of the hearing, we anticipate the exemption could be accepted and project approved within about 2 months from initiation. This is based on our experience with other similar projects but we are always willing to work with you to meet any schedule constraints as feasible.

If you would like to clarify or discuss any of the details of our proposal, please do not hesitate to contact me on my direct line at (415) 272-4545.

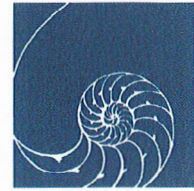
Sincerely,

Rebecca Auld

Rebecca Auld, Senior Planner
LAMPHER-GREGORY

Exhibit B

Hourly Rates



2021 HOURLY RATE SCHEDULE

Scott Gregory, President	\$250/hour
Rebecca Auld, Principal	\$210/hour
Associate Planner	\$180/hour
Planner	\$150/hour
Administrative Support Staff	\$95/hour

COST AND PAYMENT SCHEDULE:

Rates provided are valid through April 2022.

*Payment is due within 30 days of receipt of invoices.
Reimbursable expenses and subconsultant fees are invoiced at
cost plus 10%.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HINDSIGHT INSURANCE SERVICES/PHS 57101679 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURED LAMPHIER - GREGORY, INC 4100 REDWOOD RD STE 20A #601 OAKLAND CA 94619-2318		INSURER A: Sentinel Insurance Company Ltd. INSURER B: Property and Casualty Insurance Company of Hartford INSURER C: INSURER D: INSURER E: INSURER F:	NAIC# 11000 34690

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liability	X		57 SBM BN3428	02/10/2021	02/10/2022	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57 SBM BN3428	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57 WEC ZJ1272	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

Oakland Unified School District
 Facilities Planning & Management
 955 HIGH ST
 OAKLAND CA 94601-4404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan J. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 21, 2021

Oakland Unified School District
Facilities Planning & Management
955 HIGH ST
OAKLAND CA 94601-4404

Account Information:

Policy Holder Details :	LAMPHIER - GREGORY, INC
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Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Claremont Middle School New Multi-Purpose Room & Kitchen Project	Site	201
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000. <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Lamphier-Gregory	Agency's Contact	Scott Gregory				
OUSD Vendor ID #	002483	Title	President				
Street Address	4100 Redwood Road, Suite 20A	City	Oakland	State	CA	Zip	94619
Telephone	510-535-6690	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	15127						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	7-1-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not to Exceed)	\$16,720.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9650/9670	Fund 21, Measure J	210-9650-0-9670-8500-6289-201-9180-9905-9999-99999	6289	\$16,720.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Acting Director, Facilities Planning and Management			
	Signature	Date Approved	6/4/21	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Lozano Smith, as to form only	Date Approved	6/4/21	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	6/4/21	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		