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Enactment Date	10/10/19 If



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date October 10, 2019

Subject Award of Contract for Professional Services for the Cole Administration Center Project - to Lamphier-Gregory

Action Requested Approval by the Board of Education of Resolution No. 1920-2028, Award of Contract for Professional Services on behalf of the District to **Lamphier-Gregory**, Oakland, California, for the Cole Administration Center Project in the amount of **(\$121,200.00)**, as the selected consultant, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on **October 11, 2019**, and scheduled to last until **August 29, 2020** pursuant to the contract.

The consultant was selected based on demonstrated competence and professional qualifications through an RFP process. Competitive bidding was not required Gov. Code §4526.

Discussion Vendor to provide consulting services for CEQA, and to prepare a IS/MND (Initial Study/Mitigated Negative Declaration) for public review, required for the Cole Administration Center Project. This vendor was selected based on demonstrated competence and professional qualifications through an RFP process, and competitive bidding was not required. (Gov. Code §4526).

LBP (Local Business Participation Percentage) 64.0%

Recommendation Approval by the Board of Education of Resolution NO. 1920-2028, Award of Contract for Professional Services on behalf of the District to **Lamphier-Gregory**, Oakland, California, for the **Cole Administration Center Project** which consists of consulting services to provide Environmental assessment and monitoring for preparation of a IS/MND (Initial Study/Mitigated Negative Declaration), for public review, for the Oakland Unified School District, in the amount of **(\$121,200.00)**, as the selected consultant, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant with work scheduled to commence on **October 11, 2019**, and scheduled to last until **August 29, 2020** pursuant to the Contract.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Contractor Proposal
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning & Management

Vendor Name: Lamphier-Gregory

Project Name: Cole Administration Center **Project No.:** 19119

Contract Term: Intended Start: October 11, 2019 Intended End: 8-29-2020

Amended End: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$121,200.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

This Vendor was selected based on the status of their name in the industry and availability made them more superior than the other candidates and/or bids received.

Summarize the services or supplies this contractor or vendor will be providing.

Vendor will provide consulting services to include environmental assessment of a IS/MND (Initial Study/Mitigated Negative Declaration), for public review, prepare a draft of mitigation Negative Declaration and provide a response to comment section for the Cole Administrative Center Project.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

Lamphier-Gregory services are of limited availability, so they were selected based on their longevity of expertise with this particular type of work, the District found the contractor to perform work quickly, accurately, efficiently, and at reasonable cost to the District. No bidding required. (Government Code §4526)

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:

-
-
-
-



**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1920-2028

**AWARD OF GENERAL SERVICES AGREEMENT FOR
THE COLE ADMINISTRATION CENTER PROJECT**

WHEREAS, the District has selected **Lamphier-Gregory**, (“Consultant”) for the Cole Administration Center Project, no. 19119 consisting of CEQA consulting and professional services, environmental assessment and monitoring of a IS/MND (Initial Study/Mitigated Negative Declaration), for public review, to prepare a response to comment section for the IS/MND (Initial Study/Mitigated Negative Declaration). (“Project”); and,

WHEREAS, no competitive bidding was used for the contract for the services (“Contract”) consultant was selected based on demonstrated competence and professional qualifications through an RFP process, and competitive bidding was not a requirement (Government Code §4526); and,

WHEREAS, the Consultant has met the goals for local business participation, as required by the District’s policy for such participation; and,

WHEREAS, the Contract has been approved as to form by General Counsel.

NOW, THEREFORE, BE IT RESOLVED, that the Contract signed by Consultant in the amount of **ONE HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED DOLLARS AND NO/100 (\$121,200.00)** shall be and is hereby accepted and awarded by the Board of Education; and,

BE IT FURTHER RESOLVED, that the President and Secretary of the Board be hereby authorized to sign the Contract on behalf of the District.

Passed by the following vote:

PREFERENTIAL AYES: Student Directors Mica Smith-Dahl and Denilson Garibo

PREFERENTIAL NOES: None

YEA: Gary Yee, Roseann Torres, James Harris,
Vice President Jody London and President Aimee Eng



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

NOES: Shanthi Gonzales
ABSENT: Jumoke Hinton Hodge
ABSTAINED: None
RECUSED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Board Meeting of the Governing Board of the Oakland Unified School District held on **October 10, 2019**.

Kyla Johnson-Trammell, Secretary,
Board of Education

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **October 11, 2019** (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 “Services”): Environmental Consulting Services, involving preparation of an Initial Study and completing the process as wither a Mitigated Negative Declaration (MND) or possible an Environmental Impact Report (EIR); estimated costs and budgets; identifying resources, air quality and greenhouse gas emissions and energy, identifying las use and planning, noise impacts and traffic analysis, provide environmental study.
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 **October 11, 2019**, and shall terminate upon completion of the Services, but no later than **August 29, 2020** (“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 fees at the rate of **\$190 per hour** for Services satisfactorily performed **/See attached Fee Schedule/**. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed, **One Hundred Twenty-One Thousand, Two Hundred N0/100 (\$121,200.00)** (the “Fee”). Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from

Contractor, including any additional supporting documentation District reasonably requests.

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 and every 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.

IN WITNESS WHEREEOF, the Parties hereto have executed this Agreement on the date indicated below:

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 10/11/19
 Aimee Eng, President, Board of Education Date

Kyla Johnson-Trammell 10/11/19
 Kyla Johnson-Trammell, Date
 Superintendent & Secretary, Board of Education

CONTRACTOR:

Lamphier-Gregory
 Name: Gregory

Title: PRESIDENT Date: 8-19-19

Oakland Unified School District

BID PACKAGE for General Services Agreement

for California Environmental Quality Act
(CEQA) Consulting Services

Bid # 19119

***CEQA Consulting Services for Central
Administrative Center, OUSD***

Bid Opening: July 12, 2019

Time: 4:00 p.m.

**Place: 955 High Street
Oakland, CA 94601**

Oakland Unified School District

Division of Facilities Planning and Management

955 High Street

Oakland, CA 94601

(510) 535-2728

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OAKLAND UNIFIED SCHOOL DISTRICT
INVITATION FOR BIDS FOR SERVICES CONTRACT

Bid No. 19119

The Board of Education of the Oakland Unified School District invites and will receive sealed proposals for **BID NO. 19119** for a contract to provide Environmental Consulting Services, involving preparation of an Initial Study and completing the process as wither a Mitigated Negative Declaration (MND) or possible an Environmental Impact Report (EIR); estimated costs and budgets; identifying resources, air quality and greenhouse gas emissions and energy, identifying las use and planning, noise impacts and traffic analysis, provide environmental study services, with bids due on or before **4:00 p.m., on July 12, 2019**, in the Division of Facilities, Planning, and Management of the Oakland Unified School District, 955 High Street, Oakland, CA 94601, at which time and place the bids will be opened and read in public.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for TEN PERCENT (10%) of the amount of the bid. The bidder's bond or check shall be made payable to the Oakland Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within ten (10) days after bidder's notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Oakland Unified School District. Bid forms, specifications and further information may be obtained from **Juanita Hunter, Specialist, Contracts & Bids**, in the **Facilities Planning & Management Department**, phone **510-535-7044**.

The District reserves the right to accept or reject any or all bids, or any combination of bids and to waive any irregularities or informalities which may be legally waived.

Published: Dates: (1) June 24, 2019 (2) July 1, 2019

OAKLAND UNIFIED SCHOOL DISTRICT
Tadashi Nakadegawa
Director, Facilities Planning & Management

OAKLAND UNIFIED SCHOOL DISTRICT

SPECIFICATIONS

Bid No. 19119

Oakland Unified School District (District) is seeking bids for the provision of provide Environmental Consulting Services, involving preparation of an Initial Study and completing the process as wither a Mitigated Negative Declaration (MND) or possible an Environmental Impact Report (EIR); estimated costs and budgets; identifying resources, air quality and greenhouse gas emissions and energy, identifying las use and planning, noise impacts and traffic analysis, provide environmental study.

QUESTIONS CONCERNING BID

This document contains instructions and requirements, including the format in which responding bids must be submitted. Bidders are urged to carefully read all sections of the bid to insure that the scope of required services and responsibilities are fully understood.

Any questions, interpretations or clarifications, either administrative or technical, about this bid must be requested in writing. All written questions will be answered in writing and conveyed to all bidders. Oral statements concerning the meaning or intent of the contents of this bid by any person are unauthorized and invalid. All questions (technical, programmatic, or process) must be directed to:

Juanita Hunter, Specialist, Contracts & Bids, Oakland Unified School District, 955 High Street, Oakland, CA 94601, telephone: (510) 535-7044, facsimile (510) 535-7040, e-mail: Juanita.hunter@ousd.org.

SCHEDULE

Bids Due: **July 12, 2019, on or before 4:00 p.m.**

Anticipated Date of Board's Award of the Contract: **October 10, 2019**

Anticipated Date of Commencement of Services: **October 11, 2019**

SCOPE OF SERVICES

This agreement covers the following scope of services:

- See attachment for detailed outline
-
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The term of the agreement shall be through **August 29, 2020.**

The Board’s award of the contract is anticipated on **October 10, 2019**, with a Notice of Award of Contract anticipated to be issued on or about **October 11, 2019**.

INSTRUCTIONS TO BIDDERS

1. All proposals must be typed or written in ink. Corrections may be made but must be initialed in ink by the person signing the proposal. No oral or telegraphic modification will be considered. Proposals cannot be changed after they have been received.
2. All proposals must bear the company name and be signed by a responsible person. Obligations assumed by such signature must be fulfilled. Proposals may be taken apart to fill in required blanks but must be reattached in order of page number.
3. The successful bidder (“Contractor”) must be licensed or incorporated to do business in the State of California.
4. Bidders must be prepared to present evidence of experience, ability, and financial standing necessary to satisfactorily meet the requirements set forth or implied in this proposal.
5. No additional charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be billed to the Oakland Unified School District (“District”) by the Contractor. All costs shall be included in the proposal.
6. As a service provider to the District, the Contractor must not discriminate in its employment with regard to age, race, sex, religion, creed, or national origin, and must comply with the Civil Rights Acts of 1964, the State Fair Employment Practice Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
7. The Contractor shall provide upon demand documentation verifying United States citizenship of all new employees in accordance with the Immigration Reform and Control Act of 1986.
8. The Contractor shall, at its own expense, procure and maintain general liability and casualty insurance in the amount of:

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits

Employer's Liability	\$ 1,000,000
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9. The Contractor shall sign the contract with District within ten (10) days following the notification of award of the contract and acceptance of its bid, and shall be interpreted according to the laws of the State of California. This contract will begin upon submittal of all required post-award documents.

10. The proposal and any contract entered into are subject to all applicable statutes, regulations, and orders of the federal, state, or District governments now in effect or which shall be in effect during the period of such contract.

11. All bids must be submitted on the Bid Form and must be accompanied by a completed Bid Cover Sheet, bid bond (see below), an executed Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Worker's Compensation Certificate, the Drug-Free Workplace Certification, and the Local Business Participation Form.

12. The Agreement between District and Contractor shall be signed by the successful bidder in as many originals as the District deems necessary and returned, together with the required additional insured and other endorsements, a Buy American Certification, and a Student Contact Form (see Exhibit B of the Fingerprinting Notice and Acknowledgment), within ten (10) days after receipt of Notice of Award of the Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.

13. The District reserves the right to accept or reject any and all bids or any portion or combination thereof, or award on the basis of the total bid, and to waive any informalities and irregularities in this bid. The District reserves the right to award this bid by line item or in total whichever may be in the best interest of the District.

14. Bid must be submitted on the bid form provided by the District. All items on the form should be filled out. The completed form should be without interlineations, alterations or erasures.

15. Bid must be in a sealed envelope that is clearly marked "CEQA Consultant for Central Administrative Center OUSD PROPOSAL - Bid No. 19119 on the outside. The bid is to be mailed or delivered to Tadashi Nakadegawa, Executive Director, OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601, not later than July 12, 2019 at 4:00 p.m. All proposals will be opened at that time.

16. Bids must be in complete compliance with specifications and will be subject to inspection, interpretation and approval by the District. Any deviations shall be indicated on the bid forms.

17. The bid should be verified before submission, as bids cannot be withdrawn after opening. No bid can be corrected or altered or signed after being opened.
18. Bids may be withdrawn before opening.
19. The Bid will be awarded to the lowest responsive and responsible bidder.
20. All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered.
21. Any questions relative to the bid should be directed to: Tadashi Nakadegawa, Director, Facilities Planning & Management, .
22. Any addenda or bulleting issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.
23. Bid proposals must be accompanied with a certified cashier's check or bidder's bond for an amount not less than ten percent (10%) of the amount of the base bid. The check or bid bond shall be made payable to the order of the Oakland Unified School District. If the bid bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District. Failure to provide bid security or bid security in the proper amount may result in rejection of the bid.
24. In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. IF A BIDDER IS REQUESTING SUBSTITUTION OF AN EQUAL ITEM, THE BIDDER MUST SUBMIT THE REQUEST AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE BID SUBMITTAL DEADLINE. THE MAKE AND GRADE OF THE ARTICLE ON WHICH A BID IS SUBMITTED MUST BE STATED IN THE PROPOSAL AND ILLUSTRATIONS, CATALOG, AND ALL NECESSARY INFORMATION SUBMITTED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE BRAND BID. If the District approves the substitution of an equal item, the District shall amend the bid package to allow all bidders to use that item. The District encourages alternate brands to be bid. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of comparable quality or utility to the brand name specified.

25. A bid response to any specific item of this bid with terms such as negotiable, will negotiate or similar, will be considered as non-compliance with that specific term.
26. The bidder must hold harmless and fully indemnify the District, its governing board, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.
27. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
28. If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder, or both. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
29. In the event of litigation, the bid documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.
30. It is the responsibility of all potential bidders who gain access to bid specifications through the internet, to contact the District with the Company Name, Address, Telephone and Fax Number. This will ensure notification of any bid specification changes through addendum.

Oakland Unified School District
CEQA Consultant for Central Administrative Center, OUSD Bid No. 19119
BASE BID FORM – (Award of bid will be based on the BASE BID)

Bid Form
(Include with Proposal)

Title of Proposal: RFP- CEQA Consultant for Central Administrative Center,
Bid No. 19119

Dear Members of The Board of Education:

The undersigned, doing business under the firm name of **Lamphier-Gregory**, having carefully examined the Notice to Bidders, the Instructions to Bidders, the Contract, the Specifications and all of the contract documents for the proposed contract for Consulting services, proposes to perform the contract, including all of its component parts, and to furnish all services, materials, and labor called for by them, as follows:

AMOUNT OF NOT-TO-EXCEED BID: One hundred twenty-one thousand, two hundred NO/100 Dollars (\$121,200.00.)

SUBMITTED BY:

Lamphier-Gregory
COMPANY

1944 Embaradero Oakland, CA
ADDRESS CITY/STATE/ZIP

Scott Gregory Scott Gregory
SIGNATURE PLEASE TYPE OR PRINT NAME

PRESIDENT 8-26-19
TITLE DATE

510-535-6671
PHONE

OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES CONTRACT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **October 11, 2019**, (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 “Services”): provide Environmental Consulting Services, involving preparation of an Initial Study and completing the process as wither a Mitigated Negative Declaration (MND) or possible an Environmental Impact Report (EIR); estimated costs and budgets; identifying resources, air quality and greenhouse gas emissions and energy, identifying las use and planning, noise impacts and traffic analysis, provide environmental study 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 **October 11, 2019**, and shall terminate upon completion of the Services, but no later than **August 29, 2020** (“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 fees at the rate of **\$190 per hour** for Services satisfactorily performed [**See attachment of fees**]. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for

Services under the Agreement shall not exceed **\$121,200.00**, as bid by Contractor (the “Fee”). Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

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:

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence	\$ 1,000,000

General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

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 Notice and Acknowledgement.** 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.

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 and every 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. [Not Used]

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

By: 
Name: _____
Title: _____

CONTRACTOR:

LAMPHER-GREGORY

By: 
Name: SCOTT GREGORY
Title: PRESIDENT

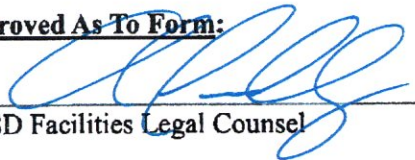
Address for District Notices:

Timothy White
955 High Street
Oakland, CA 94601

Address for Contractor Notices:

Lamphier-Gregory
1944 Embarcadero
Oakland, CA 94606

Approved As To Form:



OUSD Facilities Legal Counsel

8/29/19

Date

**OAKLAND UNIFIED SCHOOL DISTRICT
Division of Facilities Planning and Management
955 High Street
Oakland, CA 94601**

BIDS MUST BE SEALED AND SUBMITTED TO:

**FRONT DESK
955 HIGH STREET
OAKLAND, CA 94601**

THIS SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE

Bid for: CEQA Consultant Services

Bid No.: 19119

**Bidder: Lamphier-Gregory, 1944 Embarcadero Oakland, CA 94606
Please print full (Company Name, Address)**

**Ph: 510-535-6690 Fax: 510-535-6699
Please provide both: (Phone, Fax)**

**Bids are due: 4:00 p.m. Friday, July 12, 2019
(Bid will not be considered if submitted after this date and time)**

<p>TIME STAMP HERE:</p> <p>RECEIVED BY:</p>
--

BID BOND

_____~~KNOW ALL MEN BY THESE PRESENTS~~ that we the undersigned
_____ as Principal and
_____ as Surety, are hereby held and firmly bound unto
the Oakland Unified School District (“Owner”) in the sum of _____
Dollars (\$_____) for payment of which sum, well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

_____~~The condition of the above obligation is such that~~ whereas the Principal has submitted to
the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract
in writing for the _____ services in strict accordance with Contract Documents.

_____~~NOW, THEREFORE,~~

_____~~a. If said bid shall be rejected, or, in the alternative;~~

_____~~b. If said bid shall be accepted and the Principal shall execute and deliver a contract
in the form of agreement attached hereto and shall execute and deliver Performance and Payment
Bonds in the forms attached hereto (all properly completed in accordance with said bid), and
shall in all other respects perform the agreement created by the acceptance of said bid;~~

_____~~Then this obligation shall be void, otherwise the same shall remain in full force and
effect, it being expressly understood and agreed that the liability of the Surety for any and all
default of the Principal hereunder shall be the amount of this obligation as herein stated.~~

_____~~Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract on the call for bids, or to the Work to be
performed hereunder, or the specifications accompanying the same, shall in any way affect its
obligation under this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to
the specifications.~~

_____~~IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under several seals this _____ day of _____, 20____, the name and corporate party
being hereto affixed and these presents duly signed by its undersigned representative, pursuant to
authority of its governing body. In the presence of:~~

~~(Notary Seal)~~

(Principal)

(Business Address)

(Corporate Surety)

(Business Address)

By: _____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$ _____.

_____ (The above must be filled in by Corporate Surety).

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Sections 45125.1 and 45125.2)

~~Business entities entering into contracts with the District for construction, reconstruction, rehabilitation or repair of a facility or any services that may result in contact with pupils, including: (1) School and classroom janitorial; (2) schoolsite administrative; (3) schoolsite grounds and landscape maintenance; (4) pupil transportation; and (5) schoolsite food related, must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.~~

~~1. If you are providing any of the above listed services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)~~

~~2. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the District, which will indicate which of the above methods you will use.~~

~~I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.~~

Dated: _____

Signature

Name: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the

defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Note: This document must be executed and submitted before Contractor may commence any work.

Contractor Firm Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No

Employees or sole proprietor will have more than limited contact with students as determined by District or Contractor, but if determined by Contractor, please explain the basis for such determination:

If "yes" is checked above, my contracting firm will use the following methods to ensure student safety (check at least one):

A physical barrier will be installed at the worksite to limit contact with pupils.

If you are not a sole proprietorship, employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

~~_____ [] _____ The District has agreed that my employees or sole proprietor will be surveilled by District personnel.~~

~~I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.~~

~~Dated: _____


Signature
Typed Name: _____
Title: _____
Contractor: _____~~

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> LAMPHER GREGORY		<i>Federal ID Number (or n/a)</i> 94-3383314
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> SCOTT GREGORY		
<i>Date Executed</i> 8-26-19	<i>Executed in</i> OAKLAND, CA	

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	

<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>
---	----------------------

WORKERS' COMPENSATION CERTIFICATE

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:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate 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 his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 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. I shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive thirty (30) days' notice of cancellation.

LAMPHIER GREGORY

Name of Contractor

[Signature]

Signature

SCOTT GREGORY

Print Name

8-26-19

Date

(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 the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

LAMARIE GREGORY
Name of Contractor
Scott Gregory
Signature
SCOTT GREGORY
Print Name

8-26-19
Date

LOCAL BUSINESS PARTICIPATION FORM

[INSERT FORM]

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Lamphier-Gregory

Project: #19119

Project #:

Estimate:

Bid Opening Date:

Time:

Project Mgr:

Architect:

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
Note: Please complete dollar amounts for subprime work; local business percentages; base bid					
PRIME Company: Lamphier-Gregory Address: 1944 Embarcadero City/State: Oakland, CA 94606 Phone: 510.535.6690	\$50,214		46%		2132
Company: Fehr & Peers Address: 2201 Broadway, Suite 602 City/State: Oakland, CA 94612 Phone: 510.834-3200	\$20,000	18%			7467
Company: Page & Turnbull Address: 170 Maiden Lane, 5th Floor City/State: San Francisco, CA 94108 Phone: 415.593.3234	\$14,500				
Company: Paleowest Address: 1870 Olympic Blvd., Suite 100 City/State: Walnut Creek, CA 94596 Phone: 925.253-9070	\$9,686				
Company: Jillingworth & Rodkin, Inc. Address: 429 E. Cotati Avenue City/State: Cotati, CA 94931 Phone: 707.794.0400	\$15,800				
TOTAL PARTICIPATION	\$110,200	18.0%	46.0%	0.0%	64.0%

APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

Proposal:

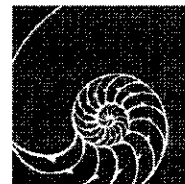
CEQA Consultant for Central Administrative Center,
OUSD Project #19119

Submitted to:

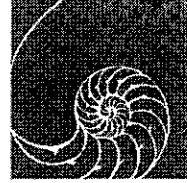
Oakland Unified School District

Submitted by:

LAMPHIER-GREGORY
1944 EMBARCADERO
OAKLAND, CA 94606



July 12, 2019



July 12, 2019 - Updated

Kenya Chatman, Acting Director of Facilities
Oakland Unified School District
955 High Street
Oakland, CA 94601

Submitted to: kenya.chatman@ousd.org

With a copy to: Colland Jang colland.jang@ousd.org
and Tadashi Nakadegawa Tadashi.Nakadegawa@ousd.org

**RE: California Environmental Quality Act (CEQA) Consulting Services for Central
Administrative Center, OUSD Project #19119**

Dear Kenya Chatman:

Lamphier-Gregory is pleased to submit the enclosed proposal to provide environmental services pursuant to the California Environmental Quality Act (CEQA) for the redevelopment of the Cole Middle School site for Oakland Unified School District ("District") administrative offices. The project involves construction of a new 54,000 square foot office building for the District's administrative staff currently located in leased space on Broadway. Lamphier-Gregory is uniquely qualified for this assignment in light of our long-standing relationship with the District as an environmental consultant and our extensive CEQA experience with other similar projects in the City of Oakland.

The attached proposal sets forth our understanding of the project, our approach to CEQA, the tasks that would comprise our work program involving preparation of an Initial Study and completing the process as either a Mitigated Negative Declaration (MND) or possibly an Environmental Impact Report (EIR); estimated costs and budgets are indicated for either alternative along with associated alternate schedules for completing the work under the two scenarios.

Thank you for contacting us about this opportunity. Should you have any questions or wish to clarify or discuss the enclosed proposal please don't hesitate to contact me or Nat Taylor at 510-535-6690.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott Gregory". The signature is stylized and cursive.

Scott Gregory, President
LAMPHIER-GREGORY

I. CEQA Proposal: Central Administrative Center,
OUSD Project #19119

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I. Understanding of the Project

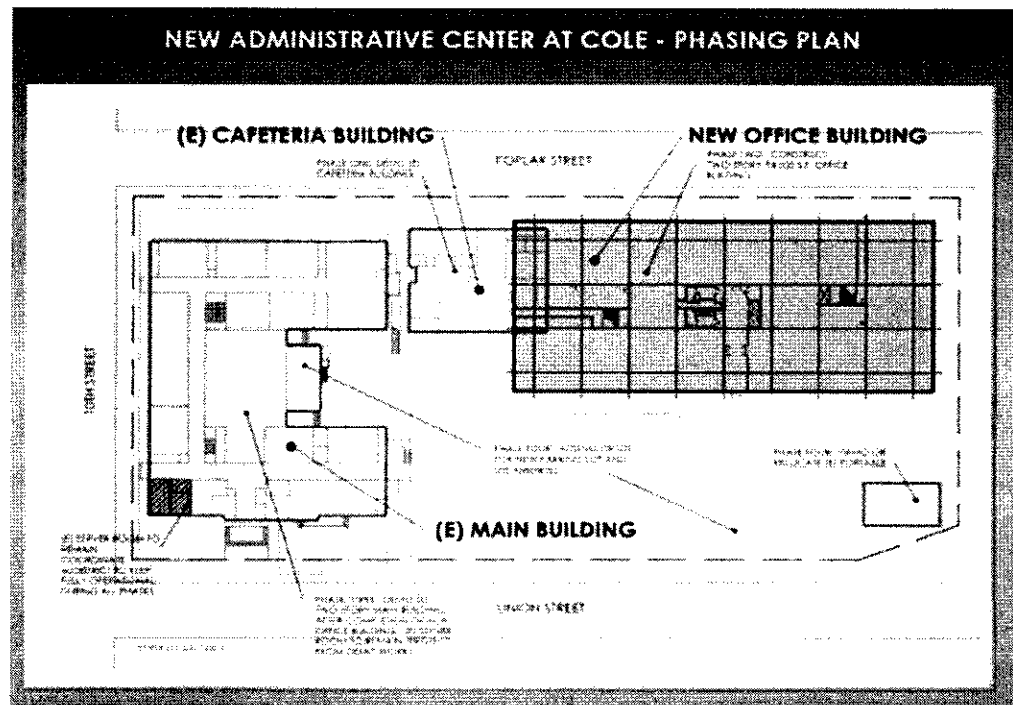
The Oakland Unified School District (“District”) is seeking to relocate its current administrative staff of approximately 300 persons from leased office space at 1000 Broadway to a new office building that would be constructed and operated by District at the site of the former Cole Middle School, located at 10th and Union Streets in West Oakland. The Cole Middle School has been closed since 2009 due to diminished enrollment but the vacated school building remains in use by the OUSD Police Department and staff for the District’s Special Education programs. The Cole campus occupies the entire block bounded by Union, 10th, Poplar and 12th Streets and the nominal street address is 1011 Union Street.

The proposed project would include a phased approach to redevelopment of the OUSD Cole site property as follows:

Phase 1 would involve demolition of an approximately 5,000 sf single story cafeteria building and removal of an approximately 900 sf single-story free standing portable building.

Phase 2 would involve construction of a 2-story office building of approximately 54,000 sf, designed to house the staff currently located at 1000 Broadway.

Phase 3 would involve the demolition of the 2-story Cole School building itself, built originally in 1925 and renovated in 1936 and again in 1973. The space within the Cole Building that houses the OUSD computer server room and equipment would be retained and exempted from the demolition and would remain operational and in service throughout all phases of the Project.



Phase 4 would involve redevelopment of the balance of the site for surface parking, landscaping and aesthetic amenities.

II. Environmental Issues and Proposed Approach

A. Confirm Lead Agency Designation

The project requires the approvals of two governmental agencies: the Oakland Unified School District, as property owner, project sponsor, funding source and future user, and the City of Oakland, which will need to approve a Conditional Use Permit for an Administrative Civic Use on a residentially zoned site.¹ Given the involvement of two agencies, both having to exercise discretionary approval for the Project, the question arises as to which of these two agencies should serve as the Lead Agency for the CEQA process. Section 15051 (a) and (c) of the CEQA Guidelines provide guidance indicating clearly that OUSD should be the Lead Agency:

15051. CRITERIA FOR IDENTIFYING THE LEAD AGENCY

Where two or more public agencies will be involved with a project, the determination of which agency will be the Lead Agency shall be governed by the following criteria:

- (a) If the project will be carried out by a public agency, that agency shall be the Lead Agency even if the project would be located within the jurisdiction of another public agency.*
- (c) Where more than one public agency equally meet the criteria in subdivision (b), the agency which will act first on the project in question shall be the Lead Agency. (Relevant text shown in underscoring Italics for emphasis)*

Based on the above criteria, our recommendation and the assumption underlying our proposed approach and Scope of Work is that the District would be the Lead Agency and the City of Oakland would be the Responsible Agency.

B. Approach to CEQA

We believe the best approach for this project is to begin with the preparation of an Initial Study consistent with CEQA Guidelines §15063. The Initial Study, when complete, and depending upon its findings and conclusions, could be used to support several different final CEQA documents including a Mitigated Negative Declaration (MND), a Categorical Exemption as “Infill Development,” an Addendum to the West Oakland Specific Plan EIR, CEQA Streamlining under Guidelines §15183.3, or possibly an Environmental Impact Report (EIR).



We would start by initiating an historic resource evaluation of the two age-eligible buildings on Cole Middle School campus: the Cole building itself, which dates to 1925, and the smaller cafeteria building, 1949. The historic resource evaluation would consider all relevant factors and reach a determination as to whether either or both buildings qualify as historic resources under CEQA criteria. If the conclusion is that

¹ Under Section 53094 of the California Government Code, school districts can be exempt from local zoning for construction of a new or expanded public school but not for the construction of administrative offices.

one or both are historic resources, demolition, as proposed by the Project, would be identified as a significant and unavoidable environmental impact.

Once we have the results of the historic resource evaluation, we will meet to discuss with OUSD staff the ramifications of the report's conclusions as they bear on the remaining steps of the CEQA process. If the report indicates the need to prepare an Environmental Impact Report (EIR), the expanded Scope of Work and Budget that is described later in this proposal would come into effect as the requirements of for preparing an EIR are more rigorous and time-consuming than the other alternatives that appear more applicable at this point in time. However, if the historic evaluation finds that neither building qualifies as an historic resource, the scope of work and budget described in the balance of this proposal document would continue to apply, beginning with the completion of the technical studies and other analyses for a complete Initial Study.

If the Initial Study does not identify any significant and unavoidable environmental impacts, and all potentially significant impacts can be reduced to less than significant levels, either through mitigation, or through the application of City of Oakland Standard Conditions of Approval (SCAs), then the remaining steps of the CEQA process can be completed by preparing one of the options mentioned earlier. In discussion with District staff we will consider the alternatives and arrive at a final decision. For the purposes of this proposal, we are assuming that the selected path to CEQA compliance will be as a Mitigated Negative Declaration. However, to cover the alternatives, the following pages include the scope of work and budget for either a Mitigated Negative Declaration or an EIR.

Understanding

In accordance with CEQA Section 21082.1(c)(3), environmental documents must reflect the independent judgment of the lead agency, in this case the Oakland Unified School District ("District"). Therefore, we would work under the direction and control of the District. In accordance with this requirement, this Scope of Work is subject to the prior review and approval of the District before work is initiated, and throughout the course of our work, District staff or District's representative will review and approve administrative drafts of all environmental documents and technical reports. All administrative drafts, final documents, and correspondence concerning environmental review shall be submitted directly to District staff unless otherwise directed by the District.

II. Scope of Work

Task 1 – Project Initiation

1.1 Finalize Scope of Work and Contract Documents. Often, considerable time is spent in reaching final agreement among the parties and approval by Lead Agency staff regarding the specific elements of the work program and the scope of work required of the environmental consultant. In addition, time is also required to prepare proper contract documents and subcontract documents consistent with such agreement. Lamphier-Gregory will work diligently to meet the requirements of all parties in this regard. A modest amount of time is identified in our budget for attending to these administrative duties.

1.2 Review Documents. Lamphier-Gregory will review all relevant documents related to the project, including schematic design plans, technical studies prepared by the District's design and other consultants, and the West Oakland Specific Plan and its EIR and City of Oakland Zoning Code. Lamphier-Gregory will prepare a data request if any missing information is identified.

1.3 Project Description. Lamphier-Gregory will prepare a draft Project Description based on information available from the District. A complete project description will require at least preliminary or schematic architectural or engineering drawings to have been prepared by the District's design team and made available to us. A draft will be submitted to District staff for review. The Project Description will serve as the basis of the environmental analysis. After approval by the District, any subsequent changes to the Project Description that require revisions to technical analyses already completed shall be considered Additional Services, potentially requiring an adjustment to the agreed-upon budget.

Task 2 – Environmental Assessment – Initial Study

Lamphier-Gregory will complete an assessment of potential environmental impacts against CEQA checklist questions in an Initial Study format, consistent with Article 9 and Appendix C of the CEQA Guidelines. The following topic areas are expected to be evaluated in detail.

2.1 Historic Resources. Work on the Initial Study will begin by authorizing our subconsultant, Page & Turnbull, to prepare an historic resource evaluation. The Cole School building was given an historic architectural rating of "C" in the City of Oakland Cultural Heritage survey. The "C" rating, mid-way between an A and a D or E, indicates and reflects an acknowledgement of the building's age and historic architectural elements but also reflects its lack of sufficient characteristics that might otherwise make it more clearly eligible for listing on a local, state or the National Register of Historic Places. The Cole School and the smaller cafeteria building will be given a thorough historic resource evaluation against applicable criteria to determine whether either qualifies as an historic resource. Subconsultant Page & Turnbull will undertake the Historic Resource Evaluation; their detailed scope of work is attached.

2.2 Air Quality, Greenhouse Gas (GHG) Emissions and Energy. Given the proximity of nearby residences and other sensitive receptors to the Project site, a full analysis of construction period and operational period air quality and GHG emissions is warranted. Subconsultant Illingworth & Rodkin will model emissions based on project and construction characteristics provided by the District using the latest CalEEMod emissions model to compare to Air District thresholds. Dispersion modeling using AERMOD/ISCST3 model will be used to determine health risk levels during construction and operational exposure to future residents. If necessary, mitigation measures would be identified and evaluated. Illingworth & Rodkin's full scope is attached with additional details.

2.3 Cultural Resources and Tribal Cultural Resources. For a legally compliant CEQA document we believe it will be necessary to fully document what is known about the presence of cultural resources at the Project site, including, specifically, archaeological and paleontological resources that could be disturbed by construction activities. Subconsultant PaleoWest will carry out a 4-part work program consisting of: an archival records search of prior studies, consultation with the Native American Heritage Commission, preparing an archaeological survey and a Cultural Resources Assessment Report (CRAR). PaleoWest's full scope is attached with additional details.

2.4 Land Use and Planning. Lamphier-Gregory will identify any potential land use conflicts with applicable land use policies from the West Oakland Specific Plan and current City of Oakland General Plan and zoning land use classifications that may relate to environmental issues. The discussion will be focused on environmental concerns and not intended to stand as a full consistency analysis.

2.5 Noise. The primary issue would be temporary noise and vibration impacts on nearby noise sensitive receivers from project construction activities. Subconsultant Illingworth & Rodkin will measure current ambient noise and vibration levels at the project site and locations of the nearest noise-sensitive receivers and will model future noise levels generated during operation of the project. City of Oakland Standard Conditions of Approval (SCAs) for reducing noise impacts during construction will be applied, as appropriate. Where the predicted future noise and vibration levels would exceed significance thresholds, mitigation measures and SCSs to reduce impacts would be identified. Illingworth & Rodkin's full scope is attached.

2.6 Traffic. Subconsultant Fehr & Peers will undertake a limited traffic analysis consistent with the City of Oakland guidelines that uses Vehicle Miles Traveled (VMT) methodology. The Project site is in a low vehicle miles area and impacts are expected to be less than significant. City approval of the proposed traffic study will be obtained prior to commencing work. Fehr & Peers will also assess safety of proposed access, potential impacts (or benefits) to non-vehicular modes, parking supply and demand, and temporary construction-period impacts. Fehr & Peers full scope is attached.

2.7 Other Environmental Topics

The Initial Study will include other environmental topics required for a complete Initial Study but not anticipated to involve or result in significant environmental impacts. Lamphier-Gregory will complete a qualitative assessment for the following topics:

- Aesthetics
- Agriculture and Forestry Resources
- Geology / Soils
- Hazards and Hazardous Materials
- Hydrology / Water Quality
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems
- Wildfire

Lamphier-Gregory will prepare the assessment of impacts in these topic areas by relying on technical information from the District's design and engineering consultants including soils/geotechnical reports, Phase I and possibly Phase II Environmental Site Assessments regarding hazardous materials information, hydrology plans and calculations, and site and landscape plans. We will rely on relevant information from these sources to support our conclusions. Additional information will be sought from the West Oakland Specific Plan EIR and CEQA documents prepared for other recent projects in West Oakland that might be available from the City of Oakland. The Initial Study will demonstrate either less

than significant effects or will identify applicable mitigation measures and/or City of Oakland Standard Conditions of Approval (SCAs) as necessary to reduce or avoid potentially significant impacts. The conclusions of the Initial Study will serve as the basis for the District, as Lead Agency, to make the Environmental Determination – i.e., whether a Mitigated Negative declaration can be supported by the information in the Initial Study or whether an EIR is required.

Task 3 – Alternative A: Document Production, Distribution and Review as IS/MND

3a.1 Administrative Draft MND and Revisions.

We will prepare an Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) and will submit the document to District staff for internal review. Our scope and budget assumes two rounds of digital review of the administrative draft document including necessary revisions followed by a subsequent digital review/screencheck before preparing a final version for release to the public.

3a.2 Public Review IS/MND, Notice of Intent and Other Public Noticing. Lamphier-Gregory will provide the District with twenty-five (25) bound copies and a digital copy of a final version of the IS/MND for release to the public and filing with the State Clearinghouse. We will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (the NOI) and submit it along with the copies of the IS/MND. District staff will distribute the NOI and IS/MND documents internally and to the District’s mailing list. Lamphier-Gregory will file appropriate copies with the State Clearinghouse at the Office of Planning and Research in Sacramento. District staff will be responsible for attending to all other requirements of public noticing pursuant to CEQA Guidelines §15072.

The public review period for the IS/MND shall be thirty (30) days, in accordance with Guidelines §15073. The NOI and public notices will solicit comments on the IS/MND from the public and commenters will be asked to submit comments to District Staff.

3a.3 Mitigation Monitoring and Reporting Program (MMRP).

Lamphier-Gregory will prepare a draft mitigation monitoring and reporting program (MMRP) as required by §15097 of the CEQA Guidelines. We will submit the draft MMRP to District staff for internal review.

3a.4 Response to Comments

District staff will provide Lamphier-Gregory with copies of all comments received during the public comment period. We will review the comments and coordinate with District staff to discuss appropriate response. Our scope and budget assumes only limited comment will be received and that the response can be dealt with in a Technical Memorandum without the need for additional analysis or revision/re-circulation of the IS/MND document. The Memorandum will be drafted for use by District staff as an attachment to staff’s Board Report which would be submitted to the OUSD Board for their consideration at the public meeting held to adopt the IS/MND and approve the Project. We have not allotted a substantial amount of time toward this task. If additional comment is received and/or additional analysis is required, we can coordinate for additional scope and budget at the time.

Task 3 – Alternative B: Prepare EIR

3b.1 Environmental Determination. The following steps in the CEQA process would apply in the event that the Environmental Determination made by the District calls for the preparation of an EIR

because the Initial Study identified one or more significant impacts that cannot be avoided or reduced to less than significant levels.

3b.2 Prepare Notice of Preparation (NOP). Once the Environmental Determination has been made to proceed with an EIR, Lamphier-Gregory will prepare a draft NOP for submittal to District staff and will make revisions in response to District staff review. The NOP will advise the public of the District's intent to prepare an EIR and will announce a time and place for an EIR scoping meeting to be held during the 30-day review period for the NOP. District staff will be responsible for distributing the NOP, along with the final Initial Study, to its distribution list; Lamphier-Gregory will file the document with the State Clearinghouse in accordance with CEQA requirements.

3b.3 EIR Scoping Meeting. The Lamphier-Gregory Project Manager will prepare for and attend an EIR scoping meeting to present the scope of the EIR with a focus on the additional work that will be undertaken in regards to historic resources and project alternatives, and the opportunities for further public input. Careful notes will be taken of all comments made during the scoping meeting. The audience will be encouraged to submit additional comments in writing prior to the end of the 30-day NOP comment period.

3b.4.1 Administrative Draft EIR. Lamphier-Gregory will prepare an administrative Draft EIR including introductory and summary chapters, a description of the project adequate for CEQA purposes, environmental analysis chapters (detailed below), and an assessment of up to three alternatives, including the no project alternative. Any comments received in response to the NOP will be included in an appendix, summarized in the Draft EIR introduction, and carried through as "Known Concerns" in relevant topic areas, as applicable.

If additional technical studies are to be undertaken beyond those already completed for the Initial Study, Lamphier-Gregory will coordinate and manage the completion of such studies and will prepare all other sections of the EIR including the alternatives analysis and the section dealing with "Other CEQA Considerations." We anticipate that the EIR will need focused chapters only on historic resources, as we assume that all other potentially significant impacts can be avoided or mitigated to less than significant levels. This chapter will include a Setting section that sets forth baseline or existing conditions, followed by a Regulatory Setting section that sets forth applicable statutes, policies, and regulations that apply to historic resources. The chapter will conclude with the Impact Analysis section, which presents the analysis of environmental impacts against applicable significance criteria. The analysis will include recommended mitigation measures to avoid or reduce impacts to less than significant levels.

The document will consist of the following sections:

- Introduction
- Executive Summary
- Project Description
- Environmental Analysis, by topic, each one to include Settings, Impacts and Mitigation Measures
- Other CEQA Considerations (Significant/Unavoidable Impacts, Growth-Inducing Impacts, Cumulative Impacts)
- Alternatives (up to 3, including the No Project Alternative)
- References

3b.4.2 Additional Subconsultant Work. Preparation of the EIR will require some additional work by Page & Turnbull beyond what is required for the Initial study/Addendum. As proposed, the additional tasks are:

CEQA Cultural Resource Mitigation Measures. Depending on the findings of the HRER in determining whether either of the two buildings at Cole Middle School is a qualified historic resource, Page & Turnbull will work with Lamphier-Gregory to draft or review cultural resource mitigation measures related to built historic resources, which would be included in an EIR. This task would include Page & Turnbull's participation in conference calls, meetings, and public hearings regarding the conclusions of the Historic Resource Evaluation and/or EIR, as budget allows.

Lamphier-Gregory will submit 3 bound copies and 1 electronic copy (in MS Word format) of the first administrative Draft EIR to District staff for internal review.

3b.5 Reviews, Revisions, and Screencheck Draft EIR. Lamphier-Gregory will revise the first administrative Draft EIR in response to District's comments. Up to two iterations of the administrative Draft EIR will be prepared, submitted and revised, showing changes in strikeout and underscore format (Track Changes mode) to facilitate iterative reviews and revisions of all chapters. Three hard copies plus a digital copy on USB drive is assumed for each administrative draft.

We will compile the document into a comprehensive Screencheck Draft EIR for digital review prior to preparing the Draft EIR for release to the public. Final review of the Screencheck Draft will verify that impact findings are supported by substantial evidence. District will review and approve the document prior to releasing the Draft EIR for publication.

3b.6 Produce and Publish Draft EIR and Appendices. We will prepare and finalize the Draft EIR for public release. We will provide a digital PDF version of the Draft EIR suitable for posting on the District's website. We provide the District with 25 bound printed copies of the Draft EIR, with all appendices included on a CD attached to the rear cover of the document plus up to 10 copies on USB drive.

As part of this Task 3b.6 we will prepare draft and final public notices in accordance with CEQA procedures, including a Notice of Completion and Notice of Availability. We will file the Notices and the Draft EIR with the State Clearinghouse and County Clerk; District staff will distribute copies to District's mailing list of interested agencies and individuals.

3b.7 Public Hearing. Lamphier-Gregory and key subconsultants, if necessary, will prepare for and attend a public hearing during the 45-day public review period at which comments on the Draft EIR will be solicited from the City of Oakland as a Responsible Agency under CEQA and from interested members of the public. This scope assumes District staff will conduct the presentation and provide minutes of the public hearing suitable for inclusion in the Final EIR.

3b.8 Approach to Comment Responses. Lamphier-Gregory will compile all comments received during the public review period, identify preliminary approach to responses including information needed from other parties, and will meet with District staff to review the comments and reach agreement on an approach to the responses and timeline for receipt of any necessary information from other parties.

3b.9 Responses to Comments and Administrative Draft Final EIR. We will prepare an administrative draft Final EIR that includes responses to all agency and individual comments in accordance with the strategy agreed upon under Task 3b.8. The degree of public comment cannot be predicted at this point in time; our scope assumes minimal comments will be received. If public comments require additional time for responses and/or additional technical analyses, use of the budget contingency or other budget adjustment may be necessary.

The administrative draft Final EIR will consist of chapters that include an Introduction and List of Commenters, Revisions to the Draft EIR, Comments and Responses, and a Mitigation Monitoring and Reporting Program. We will submit the first administrative draft Final EIR to District staff for review.

3b.10 Mitigation Monitoring and Reporting Program (MMRP). Lamphier-Gregory will prepare a comprehensive MMRP for all applicable mitigation measures. The MMRP will follow the format used in prior CEQA documents prepared for projects in Piedmont and will include the MMRP in the administrative draft Final EIR.

3b.11 Reviews, Revisions, and Screencheck Final EIR. Lamphier-Gregory will revise the first administrative draft Final EIR in response to District's comments. Up to two iterations of the administrative draft Final EIR will be prepared, submitted and revised, showing changes in strikeout and underscore format (Track Changes mode) to facilitate iterative reviews and revisions of all chapters. Three hard copies plus a digital copy on USB drive is assumed for each administrative draft.

We will compile the reviewed chapters into a comprehensive Screencheck Final EIR for digital review prior to preparing the Final EIR for release to the public. Final review of the Screencheck will verify that impact findings are supported by substantial evidence. District will review and approve the document prior to releasing the Draft EIR for publication.

3b.12 Produce and Publish Final EIR. We will prepare and finalize the Final EIR for public release. We will provide a digital PDF version of the Final EIR suitable for posting on the District's website. We will provide the District with 25 bound printed copies of the Final EIR, with all appendices included on a CD attached to the rear cover of the document plus up to 10 copies on USB drive.

Lamphier-Gregory will file the Final EIR with the State Clearinghouse; District staff will distribute notices/copies to District's mailing list of interested agencies and individuals and any commenters.

3b.13 Certification Hearings and Notice of Determination (NOD). The Lamphier-Gregory Project Manager will prepare for and attend a hearing before the District Board at which time the EIR would be presented for certification and project approval. This scope assumes that District staff will conduct the presentation. Lamphier-Gregory will attend and be prepared to answer technical questions related to the environmental analysis.

We will also prepare a draft and final Notice of Determination (NOD) for District staff to file with the State Clearinghouse and County Clerk following project approval.

Task 4 - Meetings and Administration

4.1 Meetings

Our scope of work assumes the following meetings:

1. One (1) Start-up meeting with the District, or, if a Start-Up meeting is not deemed necessary, we have budgeted for one coordination meeting with District staff to consider the ramifications of the historic evaluation and to decide how best to complete the CEQA process
2. One (1) meeting to consider the public comments on the IS/MDN or EIR, as the case may be, and to discuss approaches to appropriate responses.
3. One (1) meeting before the District Board of Directors for adoption of the MND or certification of the EIR, as the case may be.

4.2 Project Management and Administration.

Every contract for professional services involves a certain amount of time spent on administration and project management. Lamphier-Gregory’s budget reflects Lamphier-Gregory’s best estimate of the amount of time and expense required to manage this effort, maintain the budget and the schedule, and provide accountability during the process. Direct reimbursable expenses will include in-house copying, document printing, delivery costs (if any), and local automobile travel expense.

III. Schedule

A. Estimated Time Required for IS/MND

The time required by Page & Turnbull to complete the historic evaluation will set the critical path for this CEQA effort. Their proposal calls for them to begin work within two (2) weeks of receipt of a Notice to Proceed, to deliver their draft HRER within six (6) additional weeks, and to resolve comments and corrections and produce a final HRER document two (2) weeks thereafter, or a total of ten (10) weeks. We assume that discussions with District staff will take another two (2) weeks to resolve which CEQA path to follow, henceforth. During this time, the other technical studies can be conducted concurrently and completed by approximately that same time (12 weeks from inception). Lamphier-Gregory will need another two (2) weeks to prepare and submit our first Administrative Draft IS/MND for District internal review. We assume another four (4) weeks for District review of drafts and revisions by us, resulting in a final IS/MND being ready for publication and release for public review approximately nineteen (18) weeks from inception.

The public review period for an IS/MND is 30 days (4 weeks).

Depending on the level of public comments received, we expect to be able to conclude our coordination meeting with District staff regarding the approach to comment responses within one (1) week and to generate a draft of our Technical Response Memorandum within one (1) week thereafter. Thus, a schedule of approximately 24 weeks is our estimate of the time required before the final CEQA document can be before the OUSD Board for adoption and project approval. If we are selected and the contract is approved by September 1, 2019, the CEQA document could be completed and ready for District Board approval by late February 2020. A refined schedule can be finalized during project start-up.

A. Estimated Time Required for EIR

The 10 week time frame required for the HRER would be the same under any scenario of CEQA compliance. From that point on, the following schedule would evolve:

	<u>Weeks from Start</u>
Notice to Proceed and Start Up	0
Complete HRER by Page & Turnbull	10
Complete Initial Study	14
Environmental determination	16
Notice of Preparation	17
Scoping Meeting	20

	<u>Weeks from Start</u>
Administrative Draft EIR	25
Draft EIR Published/Released for Public Review	28
Public Hearing on Draft EIR	33
End of Public Review Period	34
Draft Responses to Comments	35
Administrative Draft Final EIR	37
Publish/Release Final EIR	40
Hearing to Certify EIR	43
File Notice of Determination	44

IV. Budget & Costs

The line item breakdown shown on the next page reflects our estimate of the cost to prepare the Initial Study followed by the remaining steps if an MND is the final document. Also shown is the alternate estimate for preparing an EIR. Total costs for the IS/MND are estimated at **\$85,600** or **\$110,200** for the EIR. Because of the inherent unpredictability of this work, we recommend including a “contingency” line item to both scenarios, which would be accessed with administrative-level (as opposed to Board level) approval, which will make it easier to deal with out-of-scope work, should the need arise. Including an approximately 10% contingency would result in a final budget of **\$94,200** for the MND alternative or **\$121,200** for the EIR; in either case, we would treat the applicable budget as a “Not to Exceed” budget amount. Any changes to the final budget would require prior approval.

Lamphier-Gregory charges for services on a time and materials basis. Charges for our professional time are based on the hourly billing rates shown below. Project costs also include subconsultant fees, including a 10 percent mark-up, and the sum of direct costs or reimbursable expenses which typically include in-house copy charges, outside printing, local automobile travel and similar expenses.

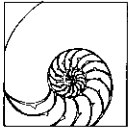
Our current billing rates are:

Scott Gregory, President and Principal	\$250/hour
Senior Planner	\$190 - \$210/hour
Associate Planner	\$180/hour
Planner	\$150/hour
Administrative Support Staff	\$ 95/hour

Rates provided are valid through mid-2020. Payment is due within 30 days of receipt of invoices. Expenses and subconsultant fees are marked up 10%.

CEQA Budget: OUSD Central Admin Center Project #19119 - As IS/MND or EIR										
Hourly Rates	Lamphier - Gregory				Fehr & Peers	Page & Turnbull	PaleoWest	Illingworth & Rodkin	Expenses	Total
	Project Hrs	Director \$250	Project Manager Hrs	\$190						
Task 1: Project Initiation										
1.1 Kick Off Meeting and Site Visit	0	\$0	2	\$380						\$380
1.2 Document Review	0	\$0	2	\$380						\$380
1.3 Project Description	0	\$0	8	\$1,520						\$1,520
Subtotal	0	\$0	12	\$2,280	\$0	\$0	\$0	\$0	\$0	\$2,280
Task 2: Environmental Assessment - Initial Study										
2.1 Historic Resource Evaluation	2	\$500	8	\$1,520		\$9,350				\$11,370
2.2 Air Quality & GHG	0	\$0	4	\$760			\$8,800			\$9,560
2.3 Cultural, & Tribal Resources	0	\$0	4	\$760			\$10,655			\$11,415
2.4 Land Use and Planning	0	\$0	2	\$380						\$380
2.5 Noise	0	\$0	2	\$380				\$8,580		\$8,960
2.6 Transportation/Traffic	0	\$0	2	\$380	\$22,000					\$22,380
2.7 All Other Environmental Topics	0	\$0	36	\$6,840						\$6,840
Subtotal	2	\$500	58	\$11,020	\$22,000	\$9,350	\$10,655	\$17,380	\$0	\$70,905
Task 3a: Document Production, Distribution and Review as IS/MND										
3a.1 Administrative Drafts and Revisions	2	\$500	24	\$4,560					\$250	\$5,310
3a.2 Environmental Determination		\$0		\$0						\$0
3a.3 Final IS/MND, Copies, Notices & File with SCH	2	\$500	8	\$1,520					\$850	\$2,870
3a.4 Prepare MMRP	0	\$0	2	\$380						\$380
3a.5 Meet re Comments; Prepare Response Memo	2	\$500	8	\$1,520					\$150	\$2,170
Subtotal	6	\$1,500	42	\$7,980	\$0	\$0	\$0	\$0	\$1,250	\$10,730
Task 3b: Document Production, Distribution and Review as EIR										
3b.1 Environmental Determination	1	\$250	2	\$380						\$630
3b.2 Prepare Notice of Preparation (NOP)	0	\$0	4	\$760						\$760
3b.3 EIR Scoping Meeting	0	\$0	4	\$760						\$760
3b.4.1 Administrative Draft EIR	0	\$0	60	\$11,400						\$11,400
3b.4.2 Additional Technical Studies	0	\$0	4	\$760		\$3,850				\$4,610
3b.5 Reviews & Revisions	0	\$0	6	\$1,140						\$1,140
3b.6 Produce & Publish Draft EIR; Notices	2	\$500	8	\$1,520				\$1,200		\$3,220
3b.7 Public Comment Hearing		\$0	4	\$760				\$90		\$850
3b.8 Approach to Responses to Comments		\$0	6	\$1,140				\$1,200		\$2,340
3b.9 Responses to Comments: Admin Draft Final EIR		\$0	8	\$1,520		\$2,750				\$4,270
3b.10 MMRP		\$0	4	\$760						\$760
3b.11 Reviews Revisions & screencheck Draft Final EIR	1	\$250	4	\$760						\$1,010
3b.12 Produce & Publish Final EIR	2	\$500	8	\$1,520				\$800		\$2,820
3b.13 Certification Hearing & NOD		\$0	4	\$760						\$760
Subtotal:	6	\$1,500	126	\$23,940	\$0	\$6,600	\$0	\$0	\$3,290	\$35,330
Task 4: Meetings and Project Management										
4.1 Attend OUSD Board Meeting		\$0	4	\$760						\$760
4.2 Project Mgmt, QA/QC, Project Admin	0	\$0	4	\$760				\$165		\$925
Subtotal	0	\$0	8	\$1,520	\$0	\$0	\$0	\$0	\$165	\$1,685
Estimated Total Costs - IS/MND	8	\$2,000	120	\$22,800	\$22,000	\$9,350	\$10,655	\$17,380	\$1,415	\$85,600
Contingency @ ~ 10%										\$8,600
Proposed Budget - IS/MND (Not to Exceed)										\$94,200
Estimated Total Costs - EIR	8	\$2,000	204	\$38,760	\$22,000	\$15,950	\$10,655	\$17,380	\$3,455	\$110,200
Contingency @ ~ 10%										\$11,000
Proposed Budget - EIR (Not to Exceed)										\$121,200

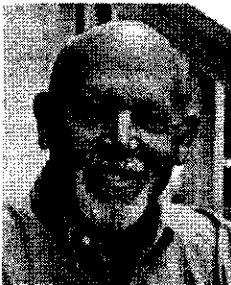
V. Qualifications and Staffing



LAMPHIER-GREGORY is a professional services firm specializing in urban planning, environmental analysis and project management. Our services include preparation of Environmental Impact Reports (EIRs) and other environmental review documents; project review and permit processing; and assistance to local agencies in managing large complex, and controversial projects. Lamphier-Gregory has grown in both size and capability since its inception in 1979. Preparing environmental documents as a prime contractor for cities, counties and other governmental agencies – including schools - is the firm's primary focus. Typical projects include CEQA and NEPA documents for urban and suburban residential and commercial developments, municipal facilities (e.g. firehouses, juvenile justice facilities), churches, schools, office buildings, transportation projects (e.g., interchange improvements), and industrial projects including gas pipelines and refineries. As a result of our wide-ranging environmental assignments, the firm has developed a deep reservoir of experience with CEQA.

LAMPHIER-GREGORY STAFFING

For this project, **Nathaniel Taylor**, Senior Planner, will be the Project Manager and principal environmental document preparer, under the direction of **Scott Gregory**, President and Project Director. Resumes are attached.



Scott Gregory, President of Lamphier-Gregory, would be the Project Director, with ultimate responsibility for quality control and quality assurance for our work products. Scott has managed, prepared and peer reviewed a wide variety of environmental documents including EIRs and Initial Studies/Negative Declarations and CEQA Exemption documents for many public and private development projects during his 25+ years of professional planning experience.

Major current and recent projects include:

- Lead consultant to Genentech Corporation in the preparation of a 10-year master plan and EIR in the City of South San Francisco
- Acting as the contract planner for the City of Oakland, coordinating and managing the entitlement processing and EIR for the Oak Knoll Mixed-Use Community Plan Project on the former Naval Hospital site in Oakland
- Preparing a Class 32 "In Fill" CEQA Exemption for an affordable housing/mixed use development on a site at 7th and Campbell in West Oakland
- Lead author of the Mountain View Cemetery Expansion Project EIR
- Lead consultant to the Contra Costa Transportation Authority (CCTA) for preparing an EIR for the County's Regional Transportation Plan
- Lead author for an EIR for a residential subdivision project in the Fairview area of unincorporated Alameda County
- Lead consultant to the City of Oakland for preparing the West Oakland Specific Plan and its EIR
- Lead consultant to the City of Oakland for preparing the Coliseum Area Specific Plan and EIR

Other recent projects completed under Scott's direction and involvement include

- EIR Addendum and Class 32 Exemption document for a high rise residential development at 1640 Broadway

Scott was involved in several acute care hospital projects as the local staff person responsible for facilitating the entitlement and CEQA compliance process; hospitals in Oakland included the new Kaiser Permanente complex, the Alta Bates Sutter Health campus and Highland Hospital, and, in San Leandro, the new Kaiser Hospital. Work on several other major residential or office projects in downtown Oakland is just getting underway.

Scott has an extraordinary ability to capture the key aspects of a project's environmental effects in a well written, well-reasoned, easy-to-follow CEQA or NEPA documents. Discussion with any of the references given elsewhere in this document will attest to Scott's professionalism and his unique ability to lead public processes through to successful outcomes.



Nathaniel Taylor has been with Lamphier-Gregory since 2002 and has been an outstanding addition to the staff, demonstrating an impressive ability to generate superior quality work in a focused and efficient yet forceful manner. Nat has a broad background covering over thirty years in which he has served as a city planner (in San Francisco), real estate developer, real estate asset manager, and private planning and environmental consultant. At Lamphier-Gregory Nat was the principal document preparer for the Oakland Unity High School project that is described in the project profile in the attached 1-page

project summary. Mr. Taylor has also completed CEQA documents involving a range of project including a senior housing development in Oakland by BRIDGE Housing Corporation, several projects for the Alameda County Community Development Agency including a new fire station in the Cherryland area near Hayward, a high rise residential development project in downtown Oakland and an EIR for a 15-lot residential subdivision in the Fairview area of Alameda County in the hills above Hayward. Nat also serves as the planning and environmental consultant for the Local Agency Formation Commissions in Contra Costa and Alameda Counties.



Sharon Wright, Environmental Planner, has been writing and editing environmental documents, including NEPA and CEQA compliance, for 12 years. Ms. Wright's experience encompasses a wide variety of federal, agency, and private projects in Arizona, California, New Mexico, Nevada, Texas, and Utah. Her project experience includes renewable energy, recreation, transportation, and development projects as well as land use plans and habitat conservation plans. She excels in synthesizing and clearly communicating complex technical material.

Since joining Lamphier-Gregory in 2015, Ms. Wright has prepared environmental documents for CEQA compliance including Initial Studies and EIRs. Ms. Wright's experience enables her to maintain time schedules and budgets and provide value-added problem solving expertise for complex issues. She has gained extensive experience with preparing NEPA compliance documents, including categorical exclusions, EAs/FONSIs, and EISs/RODs for large-scale land development plans, transportation plans and projects, vegetation management plans, renewable energy projects, as well as EAs/FONSIs for HUD-funded projects.

Subconsultant Scope of Work and Fee Proposals

PAGE & TURNBULL

imagining change in historic environments through design, research, and technology

July 1, 2019

Nat Taylor
Lamphier-Gregory
1944 Embarcadero
Oakland, CA 94606
510.535.6674
ntaylor@lamphier-gregory.com

Re: Cole Middle School, Oakland HRE, OUSD Project #19119 [P&T P19216]

Dear Nat,

Thank you for asking Page & Turnbull to prepare a proposal for a Historic Resource Evaluation (HRE) for Cole Middle School at 1011 Union Street in the West Oakland neighborhood of the City of Oakland. There are two buildings on the site that are age-eligible for potential historic significance: a classroom building constructed in 1925 (reconstructed in 1936) and a cafeteria building constructed in 1949. According to online sources, the buildings replaced an older school building that stood in the same location from ca. 1885 to 1925. The campus was originally used as an elementary school and was converted to a middle school in 1980. The school closed in 2009, and the campus has since been used as an Oakland Unified School District (OUSD) administrative facility as well as the headquarters for the OUSD police unit. The classroom building received an Oakland Cultural Heritage Survey (OCHS) rating of "C" in 1990. The California Office of Historic Preservation's Directory of Properties in the Historic Property Data File for Alameda County also states that the school was evaluated in a historic survey in 1990 and given a National Register status code of '6Z,' which at the time meant "Found ineligible for NR [National Register]. It does not appear that the school has previously been evaluated for eligibility for the California Register of Historical Resources.

We understand that you would like to complete an HRE in anticipation of a proposed project at the site that would demolish the buildings and construct a new two-story office building to house OUSD Center Office staff and a board room. For this project, we would assist you by completing a Historic Resource Evaluation (HRE), which will meet the City of Oakland's requirements for the purposes of the California Environmental Quality Act (CEQA). The HRE will evaluate the two buildings' potential significance and integrity in order to determine if they would be considered eligible for listing in the California Register of Historical Resources.

ARCHITECTURE
PLANNING & RESEARCH
PRESERVATION TECHNOLOGY

Since demolition of the building is proposed, we do not anticipate needing to analyze a proposed project using the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. As optional scope, Page & Turnbull is available to assist Lamphier-Gregory with developing mitigation measures as part of an Environmental Impact Report.

This proposal shall serve as a memorandum of our agreement to initiate historic preservation services on a percentage of completion basis for the outlined scope and professional fee (see below). The continuation of this letter is in the form of our standard Letter of Agreement.

I SCOPE OF SERVICES

See attached Exhibit 'A' for further information.

II BUDGET AND SCHEDULE

See attached Exhibit 'B' for further information.

EXHIBIT A – SCOPE OF SERVICES

Work to prepare the Historic Resource Evaluation (HRE) report includes:

TASK 1: HISTORIC RESOURCE EVALUATION

- a) *Field Survey:* Page & Turnbull will visit the site to take digital photographs and make field notes. We will need access to all exterior facades of the building in order to document existing conditions and to record character-defining features.
- b) *Research:* Upon completion of the field survey, Page & Turnbull will perform archival research. We will review architectural drawings that are stored on site. In addition, research will be completed at local repositories, which may include the Oakland Public Library, the City of Oakland Planning and Building Department Permit Center, the Alameda County Assessor's and Clerk-Recorder's offices, and the Oakland Unified School District. Page & Turnbull will conduct research in online repositories such as digital Sanborn maps, aerial photographs, the Online Archive of California, and the Internet Archive.

We will request any drawings or previous reports in the possession of the project team, as well as full sets of any plans or documents related to the proposed project.

- c) *Prepare Report:* Once all background materials have been reviewed and research is complete, Page & Turnbull will use this information to analyze the significance of the property. We will prepare a report that includes an architectural description and historical background of the existing property, as well as an evaluation of the eligibility of the two buildings and combined campus for listing in the California Register of Historical Resources. The report will include maps, photographs (existing conditions and historic images, if available) and other illustrations as deemed necessary.

Deliverables:

- One (1) electronic copy of any Preliminary Draft HRE to Lamphier-Gregory;
- One (1) hard copy and one (1) electronic copy of Draft HRE to Lamphier-Gregory and the Oakland Planning Department;
- One (1) hard copy and one (1) electronic copy of the Final HRE to Lamphier-Gregory and the Oakland Planning Department.

After submitting the Preliminary Draft HRE, we will respond to one set of comments from Lamphier-Gregory. All comments must be delivered to Page & Turnbull in writing. Upon receipt of comments, we will revise our material accordingly, and publish a Draft HRE to Lamphier-Gregory and the Planning Department. Upon receipt of comments, we will publish a Final HRE to Lamphier-Gregory and the Planning Department.

TASK 2: CEQA CULTURAL RESOURCE MITIGATION MEASURES (OPTIONAL)

Depending on the findings of Task 1 in determining whether either of the two buildings at Cole Middle School are qualified historic resources, Page & Turnbull will work with Lamphier-Gregory to draft or review cultural resource mitigation measures related to built historic resources, which would be included in an EIR.

TASK 3: MEETING AND HEARING ATTENDANCE (OPTIONAL)

Page & Turnbull is available to participate in conference calls, meetings, and public hearings regarding the conclusions of the Historic Resource Evaluation and/or EIR, as budget allows.

EXCEPTIONS

The following is not included in this scope of services, but can be provided as additional services:

- Review of a proposed project for potential impacts to historic resources, as defined by CEQA;
- Review and commentary of project alternatives, as defined in an Environmental Impact Report; and
- Attendance at meetings, conference calls, or public hearings not covered by the proposed fee for Task 3.

EXHIBIT 'B' – BUDGET & SCHEDULE

PRELIMINARY BUDGET

Compensation for the following tasks in Exhibit 'A' will be billed on a percentage of completion basis according to the below fees:

TASK	FEE
Task 1: Historic Resource Evaluation	\$8,000.00

Compensation for the following optional tasks in Exhibit 'A' will be billed on a time and materials basis not to exceed the below fees without prior Client approval.

OPTIONAL TASKS	FEE
Task 2: CEQA Cultural Resource Mitigation Measures	\$3,500.00
Task 3: Meeting and Hearing Attendance	\$2,500.00

Reimbursable expenses will be billed in addition to the contract maximum and are expected not to exceed **\$500.00**.

Other additional services not specifically outlined above will be billed on a time and materials basis at the following rates:

Principal	\$ 235.00 per hour
Project Manager	\$ 110.00 - \$145.00 per hour
Architectural Historian	\$ 100.00 - \$120.00 per hour

Other staff may be assigned to the project as deemed necessary.

PRELIMINARY SCHEDULE

We anticipate initiating this project within two (2) weeks of receiving a signed contract. We anticipate delivering a preliminary draft of the Historic Resource Evaluation to Lamphier-Gregory within six (6) additional weeks. Revisions to the documents can be completed within two (2) weeks of receipt of written comments from Lamphier-Gregory or Planning Department staff. Tasks 2 and 3 would be

provided on an as-needed basis. This schedule may be adjusted in consultation with Lamphier-Gregory, and is subject to change based upon holidays, staff availability and access to site and information sources.

EXHIBIT 'C' – PAGE & TURNBULL PROFESSIONAL FEE SCHEDULE

Founding Principal	\$285.00–\$380.00 per hour
Principals	\$225.00–\$285.00 per hour
Associate Principals	\$145.00–\$225.00 per hour
Senior Associates	\$115.00–\$185.00 per hour
Associates	\$100.00–\$150.00 per hour
Architects	\$150.00–\$200.00 per hour
Designers, Conservators & Planners	\$ 95.00–\$160.00 per hour
Historians	\$ 90.00–\$150.00 per hour
Administrative Personnel	\$ 90.00–\$175.00 per hour
Architectural Assistants	\$ 85.00–\$100.00 per hour

Reimbursable expenses shall be billed at cost plus 10% and include the following:

Cost of printing or duplication of drawings, specifications, reports, and cost estimates.

Tolls, parking fees, and local travel charged in accordance with IRS code.

Long distance telephone service and facsimile charges.

Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project.

Postage and delivery charges.

Fees for local licenses and permits required to perform professional services.

Travel, lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with contract services.

Fees for consultant services and subcontractors retained with approval of client.

Effective 1/2019

Subject to annual review and adjustment



July 8, 2019

Mr. Nat Taylor
Lamphier-Gregory
1944 Embarcadero
Oakland, CA 94606

Subject: OUSD Central Administrative Center – Proposal for Transportation Impact Review

Dear Mr. Taylor:

This letter presents Fehr & Peers' proposal to prepare a Transportation Impact Review (TIR) for the proposed Central Administrative Center at the existing Cole Elementary School site (proposed project). The proposed project would be located on the northwest corner of 10th Street and Union Street, on a site currently occupied by an elementary school. The proposed project would replace the existing uses with 54,000 square feet of office space and a Board room for public meetings.

Fehr & Peers will complete our analysis consistent with City of Oakland's Transportation Impact Review Guidelines (TIRG, April 2017). This scope of work assumes that the proposed project would generate more than 50 net-new peak hour trips but would not require a full Environmental Impact Report (EIR). If a full EIR is necessary, a scope and fee modification would be required.

Our scope of work, budget, and schedule are presented below.

SCOPE OF WORK

Task 1 – Vehicle Miles Traveled (VMT) Screening

Fehr & Peers will conduct a VMT screening for the proposed project that assesses the following in relation to City thresholds:

- Fehr & Peers will provide a discussion of VMT for the region and the proposed project's transportation analysis zone (TAZ) for the proposed project.
- Fehr & Peers will review the Planning Department's map-based screening criteria for VMT to assess whether the proposed project screens out of a detailed VMT analysis. Fehr & Peers will document compliance with these screening criteria and established thresholds for the proposed land uses.
- Should exceptions to the presumption apply, the environmental analysis will include a detailed VMT analysis to determine if the proposed project would exceed VMT thresholds.

If necessary, Fehr & Peers will conduct a scoping meeting with City staff to determine the assumptions and methodology for this analysis.

Task 2 – Trip Generation, Trip Distribution, and Study Intersection Selection

Fehr & Peers will estimate the trip generation for the proposed project using the data and methodology in the Tenth version of the Institute of Transportation Engineers' *Trip Generation Manual* and the *City of Oakland TIRG*. Since ITE data is generally based on data collected at suburban sites, Fehr & Peers will adjust the ITE-based trip generation consistent with the City's TIRG to account for the proposed project location in Downtown Oakland and proximity to transit. The trip generation will account for trips generated by the existing uses at the site that the proposed project would eliminate. Fehr & Peers will also estimate the transit, walking and biking trips generated by the proposed project.

Vehicle trip distribution will be estimated based on the relative location of complimentary land uses, existing traffic patterns in the vicinity of the site, area traffic congestion, and the relative locations of freeway on- and off-ramps. Once the general vehicle trip distribution has been established the project vehicle trips will be assigned to the roadway network and shown on figures at the intersection turning movement level.

Fehr & Peers will identify study intersections per the following guidelines:

- All intersections adjacent to the project site.
- All signalized intersections, all-way stop-controlled intersections or roundabouts where 100 or more peak hour trips are added by the project.
- All signalized intersections with 50 or more project-related peak hour trips and with existing Level of Service (LOS) D or worse.
- Side-street stop-controlled intersections with 50 or more peak hour trips added by the project to any individual movement other than the major-street through movement.

Documentation: Fehr & Peers will summarize the results of Tasks 1 and 2, including a list of study intersections and the rationale for their selection, in an Assumptions Memorandum and submit to you and City of Oakland for review and approval. If necessary, the memorandum will also provide modifications to this scope of work. Fehr & Peers will respond to two rounds of comments and revisions before the memorandum is finalized.

Task 3 – Intersection Counts

Based on our preliminary evaluation, Fehr & Peers expects that three study intersections would be identified. Consistent with the TIRG, Fehr & Peers will collect vehicle turning movement, pedestrian and bicycle movements during weekday AM (7:00 to 9:00 AM), and PM (4:00 to 6:00 PM) periods for these three intersections. Based on results of Task 2, additional intersections may also need to be evaluated for additional fee.

Based on our preliminary evaluation, Fehr & Peers does not expect analysis of intersection operations at the study intersections or the need for intersection forecasts.

Task 4 – Site Analysis

Fehr & Peers will review the proposed project site plan and the existing street network within one block of the project site to evaluate safety for motorists, bicyclists, and pedestrians in the context of site access and circulation. Specifically, Fehr & Peers will review the site plan in terms of:

- Site access for automobiles, bicyclists, and pedestrians, including access to nearest bus stops
- Site access for deliveries including maneuverability to/from loading docks if provided
- Pedestrian facilities, such as crosswalk treatments, signal equipment, sidewalk widths and ADA considerations adjacent to the project site and to the nearest transit stops
- Sight distance for pedestrians and automobiles at the project driveway
- Streets connecting the project site to the nearest bicycle facilities
- Location, type, and amount of bicycle parking
- Estimated project automobile parking demand and the adequacy of parking supply
- Need for and location of on- and off-street passenger and commercial loading zones
- Adequacy of bus stop infrastructure serving the site transit users
- Bicycle, pedestrian, and transit impacts due to construction as well as expected truck routes

Task 5 – Collision History

Consistent with the TIRG, Fehr & Peers will review five years of collision history (vehicle, pedestrian, and bicycle) at the study intersections where intersection counts were collected as well as the road segments and intersections adjacent to the project site.

Fehr & Peers will review the collision data for all modes and identify if there are any crash patterns by collision type, severity, primary collision factor, and movement. Fehr & Peers will also develop predicted crash frequencies for each study location based on Part C of the *Highway Safety Manual* (HSM). These predicted crash frequencies will be compared against the observed crash frequencies to identify if any of the study locations experience a higher than predicted number of collisions.

Based on the project trip assignment, Fehr & Peers will determine if the proposed project's added traffic would contribute to a study location with a higher than predicted number of collisions, and if so Fehr & Peers will identify potential treatments. There may be multiple potential treatment options. Fehr & Peers will document the Crash Modification Factor (CMF) for each treatment option (along with the CMF's standard error and quality rating). The analysis will focus on 4- and 5-star quality CMFs with 3-star quality applied under limited circumstances. CMF sources will include Part D of the HSM and the CMF Clearinghouse. Fehr & Peers will provide a list of treatments at locations

to address the higher than predicted number of collisions for the City to consider. If a treatment would affect intersection operations, Fehr & Peers will evaluate the potential impact using the Synchro software.

Task 6 – Consistency with Plans

Fehr & Peers will review the City of Oakland's adopted Plans and Policies pertaining to transportation and to what extent the proposed project is consistent with them. The TIRG identifies the documents that will be reviewed.

Task 7 – Transportation and Parking Demand Management (TDM) Plan

Since the proposed project is expected to generate more than 50 peak hour trips, Fehr & Peers will prepare a Transportation and Parking Management (TDM) Plan for the proposed project, consistent with the TIRG. The TDM Plan would consist of infrastructure improvements and ongoing operational strategies that would increase non-automobile mode share by the proposed project. If feasible, Fehr & Peers will quantify the effectiveness of each strategy in reducing vehicle trips.

If the proposed project generates more than 100 net new vehicle trips during either the AM or PM peak hours and the TDM Plan includes operational strategies, the TDM Plan may include requirements for annual compliance reporting for a period of five years.

Task 8 – Documentation and Meeting

Fehr & Peers will summarize the results of Tasks 1 through 7 in a Transportation Impact Review memorandum and submit to Lamphier-Gregory and the City of Oakland staff for review and approval. Fehr & Peers will respond to two rounds of comments and revisions before the memorandum is finalized. If the comments raise issues that are not included in the scope of work or require additional quantitative analysis, Fehr & Peers will consult with City staff and the project team to determine necessary adjustments to the scope of work.

Fehr & Peers will prepare for and attend two meetings and/or public hearings as part of this scope of work.

BUDGET

Fehr & Peers will complete the above tasks for a fixed fee of \$20,000.

SCHEDULE

Fehr & Peers will submit the draft memorandum in Task 2 within four weeks of receiving a signed contract and the final project site plan. Fehr & Peers will submit the Task 8 documentation within six weeks of finalizing the Task 2 memorandum and completing the data collection described in Task 3 which should occur in September when area schools are in session.

Mr. Nat Taylor
July 8, 2019
Page 5 of 5

FEHR & PEERS

This schedule and budget are valid for the next 60 days. Please contact Rob or Natalie with any questions or if you need any additional information. We look forward to working with you on this project.

Sincerely,

FEHR & PEERS

A handwritten signature in black ink, appearing to read 'R. Rees', with a long horizontal flourish extending to the right.

Robert Rees, P.E. (C49620)

Principal

P19-0799



1870 Olympic Blvd Suite 100 | Walnut Creek, CA 94596 | 925-253-9070

June 28, 2019

Nat Taylor
Lamphier Gregory
1994 Embarcadero
Oakland, CA 94606

RE: Scope and Cost for a Cultural Resources Assessment Report in Support of the Oakland Unified School District Central Administrative Center Project (#19119), Oakland, California.

Dear Mr. Taylor,

PaleoWest is pleased to be submitting scope and cost to prepare a Cultural Resources Assessment Report for the Oakland Unified School District Central Administrative Center Project (Project), Oakland, California.

PaleoWest proposes to complete the following tasks:

- **Archival and Records Research:** PaleoWest will consult with the Northwestern Information Center (NWIC) to conduct a regular response search at the California Historical Resources Information System, NWIC at Sonoma State University for the Project area and a minimum one-quarter mile radius adjacent thereto. All previous cultural resource surveys, known historic or prehistoric, and listed or eligible National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) properties within the area of the record search will be identified. Copies of applicable site records and survey reports will be made as necessary. Additional data on the history and prehistory of the area on file at PaleoWest, and other sources as necessary will be also reviewed.
- **Native American Heritage Commission Contact:** PaleoWest will contact the Native American Heritage Commission (NAHC) in Sacramento by email with a description of the proposed projects and a request for a listing of local, interested Native American representatives. PaleoWest will contact the individuals or tribal members on the contact list via email and will provide a description of the projects and project area maps. Information will be gathered regarding individual knowledge about sacred sites or traditional lands within the project areas. Follow-up phone calls will be made as necessary. A table indicating the results of contact and comments will be prepared and inserted into the final report.
- **Field Evaluation:** A PaleoWest archaeologist will conduct a pedestrian archaeological survey of the Project area. This is intended to be an intensive survey of the Project area conducted to

meet the requirements of CEQA. The pedestrian survey will be conducted to evaluate potential project impacts to cultural resources. Any newly discovered historic (over 45 years of age) or prehistoric archaeological sites identified during the survey must be recorded, as required, on appropriate Department of Parks and Recreation Primary Record (DPR 523) and associated (e.g., Building-Structure-Object) forms. For purposes of this proposal, it is assumed that no cultural resources will be identified either in the records search or during the survey. Therefore, preparation of DPR 523 forms is not anticipated. Should preparation of such forms be necessary, they would be prepared on a cost-amendment basis.

- **Final Deliverables:** PaleoWest will prepare a Cultural Resource Assessment Report that will include a description of the Project, the results of the record and literature search, Native American outreach, and survey methodology and results. One draft report will be provided to Lamphier Gregory for review; following receipt of comments, the final copy will be submitted to and the Lamphier Gregory. The final copy will also be submitted to the NWIC, as required.

Assumptions

- For the purposes of this cost estimate, it is assumed that no cultural resources will be discovered during archaeological survey. If any cultural resources are identified, a separate cost amendment would be required for recording and reporting these resources.
- It is assumed that the NWIC fee for the records search will not exceed \$800.00, if the cost exceeds this amount, the difference will be covered under a cost amendment.
- AB 52 Consultation and separate studies to identify traditional cultural properties are not included in this scope. If the Lead Agency requests assistance with AB 52 consultation, PaleoWest can provide a cost amendment for assisting with the consultation.

Archaeology Tasks	Total
Records Search at the NWIC	\$2,025.00
NAHC Scoping	\$1,025.00
Archaeological Survey	\$1,196.00
Draft and Final Reporting	\$5,440.00
Total Cost	\$9,686.00

We look forward to working with you on this project. Please do not hesitate to contact me at 925-253-9070 if you have questions or require additional information.

Sincerely,



Christina Alonso, M.A., RPA
Project Manager
PaleoWest Archaeology



Vanessa Mirro, M.A., RPA
Vice President
PaleoWest Archaeology

ILLINGWORTH & RODKIN, INC.
||| Acoustics • Air Quality |||

429 East Cotati Avenue
Cotati, California 94931

Tel: 707-794-0400
www.illingworthrodkin.com

Fax: 707-794-0405
illro@illingworthrodkin.com

July 10, 2019

Nathaniel Taylor
Senior Planner
LAMPHIER-GREGORY
1944 Embarcadero
Oakland, CA 94606

VIA E-Mail: ntaylor@lamphier-gregory.com

**SUBJECT: Oakland Unified School District (OUSD) Administrative Center, Oakland, CA
Proposal for Acoustical and Air Quality Consulting Services**

Dear Nat:

Thank you for inviting our firm to submit this proposal to prepare the noise and air quality assessments for the OUSD Administrative Center project in Oakland, California. The project proposes to demolish the existing elementary school and construct a two-story 54,000 square-foot office building and parking lot. The existing server room from the school would be preserved and a new structure to enclose the servers would be constructed. Based on our experience with similar projects in the City of Oakland, we offer the following scope of work and fee estimate.

Scope of Work – Noise

The primary issues associated with the project would be temporary construction noise and vibration and permanent operational noise at nearby sensitive receivers. The compatibility of proposed office use with the on-site noise environment would also be addressed in the noise assessment. The following tasks would be conducted for the noise and vibration assessment:

1. **Quantify Existing Noise Levels.** Ambient noise measurements would be made at the project site and nearby sensitive receivers to establish baseline conditions. The noise monitoring survey would include a combination of long-term (24-hour durations) and short-term (10-minute durations) noise measurements.
2. **Calculate Future Noise Levels.** Future noise levels will be calculated at the office land uses proposed at the project site. The future noise level calculations will utilize the data collected during the noise monitoring survey, available plans, and the traffic data developed for the project. Noise and vibration levels resulting from demolition and construction activities will be calculated at off-site receiver locations based on information provided by the applicant. Future operational noise levels will be calculated at off-site

receiver locations based on data contained in the project plans and the project's traffic study.

3. **Assess Noise Levels.** Based on these calculations, we will assess the significance of noise and vibration impacts against the California Environmental Quality Act (CEQA) checklist questions. The future noise environment on the project site will be evaluated with respect to the noise standards established by the City of Oakland. We will evaluate the project's potential to generate noise levels that would exceed any absolute limits or result in a substantial temporary or permanent increase in noise.
4. **Develop Mitigation Measures.** Mitigation would be developed to reduce significant noise impacts resulting from the operation of the project.
5. **Deliverable.** We will prepare a draft noise study report in standard CEQA format with setting, impact and mitigation sections. We will respond to your comments on the draft and submit a final report to you.

Scope of Work – Air Quality

CEQA Air Quality Guidelines updated by the Bay Area Air Quality Management District (BAAQMD) would be used to assess the air quality and GHG impacts from the proposed project. In addition, the project is near existing residences that could be affected by project construction emissions. The following tasks would be conducted to assess construction air quality emissions:

1. **Evaluate Construction Activities.** Construction air quality impacts resulting from the project would be addressed by predicting construction period emissions and community risk impacts to nearby sensitive receptors and identifying best management practices to control emissions. The project is near sensitive receptors (e.g., residences), so a community risk assessment is proposed. This would involve dispersion modeling. Emissions obtained from the California Emissions Estimator Model Version 2016.3.2 (CalEEMod) would be used to develop construction period emission rates based on project-specific information. Dispersion modeling would be conducted using EPA's AERMOD or ISCST3 model and hourly meteorological data from the most representative monitoring station. The cancer risks associated with modeled construction-period diesel particulate matter concentrations would be computed following the BAAQMD risk management policy guidance. The risks would be compared against BAAQMD CEQA thresholds (i.e., cancer risk of 10 in one million, non-cancer hazards and PM_{2.5} concentration). Screening data obtained from BAAQMD would be used to predict cumulative community risk impacts. Mitigation measures that represent "Best Management Practices" to control dust or particulate matter emissions would be identified. In addition, other measures that may be necessary to reduce construction exhaust emissions or cancer risks would be identified.
2. **Operational Community Risk Impacts.** The project may include some stationary equipment such as back-up generators that are powered by diesel engines. Effects of these sources would be assessed using screening tools and available project information regarding size, specifications, and location. Dispersion modeling and a health risk

assessment may be needed, depending on size and location for the generators, if they are unable to be screened out.

3. **Assess Operational Air Quality and GHG Impacts.** Emissions of criteria pollutant (ROG, NOx, and PM) and GHGs would be computed for proposed project using the CalEEMod model recommended by BAAQMD, such as natural gas, electricity use, water usage, and generation of solid waste that is stored in landfills, as well as traffic. Default inputs for Alameda County would be used unless project-specific data are available. Project daily trip generation rates would be needed from the project traffic consultant.
4. **Identify mitigation measures.** Reasonable and feasible mitigation measures to reduce any significant air quality or GHG impacts would be identified and evaluated. A list of reasonable and feasible dust control measures would be developed to reduce construction air quality impacts and, if necessary, measures to reduce construction community risk or GHG emissions to acceptable levels.
5. **Deliverables.** The results of our analyses will be submitted to you in standard CEQA format. The report would include appropriate tables, graphics, results, and information regarding any proposed mitigation measures. We will respond to your comments on the draft and submit a final report to you.

Budget Estimate

I&R's fee to prepare this work is outlined in the table below. Work not included in this cost estimate, such as our attendance at meetings or hearings or responses to public comments would be billed in addition at our standard rates plus travel expenses. Attachment A lists I&R's hourly billing rates and insurance coverage.

Task	Cost
Noise Assessment	\$7,800
Air Quality & GHG Assessment	\$8,000
TOTAL	\$15,800



Thank you for the opportunity to submit this proposal. We look forward to working with you again.

Sincerely,

Michael S. Thill
Principal Consultant
ILLINGWORTH & RODKIN, INC.

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality
429 East Cotati Avenue
Cotati, California 94931

Tel: 707-794-0400
www.illingworthrodkin.com

Fax: 707-794-0405
illro@illingworthrodkin.com

ATTACHMENT A

HOURLY BILLING RATES

Our fees are based on the following schedule of hourly rates:

Principal	\$220/hour
Senior Consultant	\$195/hour
Consultant	\$165/hour
Staff Consultant	\$145/hour
Technical/Admin Support	\$90/hour

Rates are subject to change on an annual basis. Document reproduction and shipping at cost. Mileage at IRS allowable rate; currently \$0.58.

INSURANCE COVERAGE

GENERAL LIABILITY in the amount of \$2,000,000 per occurrence/ \$4,000,000 aggregate.

WORKERS COMPENSATION covering our own employees in the amount of \$1,000,000 per occurrence.

AUTO (OWNED & NON OWNED) covering personal injury or death and property damage in the amount of \$1,000,000 per claim.

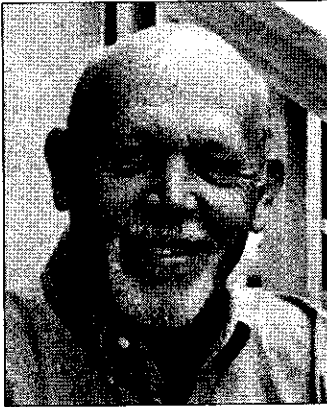
PROFESSIONAL LIABILITY in the amount of \$2,000,000 per claim and \$2,000,000 annual aggregate.

Limitation of Liability. To the maximum extent permitted by law, Illingworth & Rodkin, Inc. requests that the Client agrees to limit Illingworth & Rodkin, Inc.'s liability for Client damages to the sum of \$250,000 or our fee, whichever is greater. This limitation shall apply regardless of the cause or legal theory asserted.

UMBRELLA LIABILITY in the amount of \$1,000,000 per occurrence and aggregate.

Certificates of insurance will be issued upon request.

Resumes



Scott Gregory, President

sgregory@lamphier-gregory.com

Mr. Gregory has managed a wide variety of environmental assessments, private land development projects, and public general plans and specific plans during his now 25+ years of professional planning experience. Throughout his career, Mr. Gregory has developed a strong interest in working with communities to resolve complex land use and environmental issues.

Project Management

Mr. Gregory is especially adept at managing large consulting teams to achieve client objectives. His responsibilities at Lamphier-Gregory have included serving as Project Manager on a number of large projects with planning services budgets exceeding \$1 million. As Project Manager, Mr. Gregory's role has included managing overall schedules and budgets to ensure successful completion of planning and environmental projects. He has also coordinated technical input from a variety of disciplines to ensure that these issues are adequately and appropriately addressed. As a Project Manager, Mr. Gregory essentially serves as an extension of the client's staff to advocate and/or represent the client's interests throughout the planning and environmental review process.

Representative Projects:

- Kaiser Oakland Medical Center and Replacement Hospital Project, City of Oakland
- Oakland Army Base Reuse Plan and Redevelopment Plan EIR, City of Oakland and the Oakland Base Reuse Authority
- Stockton Specific Plans and Master Development Plans, Contract Planning Services, City of Stockton

Preparation of Complex Environmental Documents

Mr. Gregory is skilled and experienced in preparing clear and concise environmental documents that communicate to technical audiences as well as public decision-makers and the community. Mr. Gregory has written numerous CEQA documents ranging from initial studies and negative declarations to complex combined EIR/EIS reports. As part of these projects, Mr. Gregory has managed teams of sub-consultants to address complex environmental issues, directing the teams' scope of work, budget, and work products to produce EIR's on time and within budget. His role has also required an ability to interpret technical details into easy to understand, publicly accessible and comprehensive documents that have enabled city councils, county supervisors and planning commissions to make informed decisions on proposed projects.

Representative Projects:

- Buena Vista Wind Energy Repowering Project EIR, County of Contra Costa
- West Oakland Redevelopment Plan and Central City East Redevelopment Plan EIRs, City of Oakland
- Napa Oaks Project EIR, City of Napa
- North Livermore Specific Plan EIR, City of Livermore and Alameda County
- First Presbyterian Church of Berkeley Facility Master Plan EIR, City of Berkeley

Education

Master of Regional Planning and Landscape Architecture, University of Massachusetts, Amherst – 1982

Bachelor of Environmental Design, University of Colorado, Boulder – 1980

Employment History

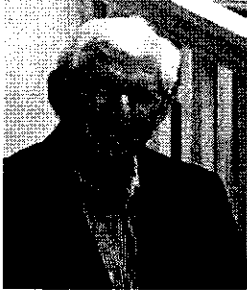
2007 – Present
President,
Lamphier-Gregory

1997 – 2007
Principal,
Lamphier-Gregory

1992 – 1997
The Planning Collaborative

1989 – 1992
Sedway Cooke Associates

1984 – 1992
Resource Concepts, Inc.
Carson City, Nevada



Nathaniel Taylor

ntaylor@lamphier-gregory.com

Nat Taylor, Senior Planner, has a broad background covering over forty years in which he has served as a public sector city planner, private planning and environmental consultant, real estate development project manager and asset manager. He has managed numerous projects involving urban, suburban and rural sites in various parts of Northern California. Since joining the firm in 2002, his work at Lamphier-Gregory has involved project management and environmental analysis involving a variety of CEQA documents. Mr. Taylor also coordinates the firm's marketing efforts.

EXPERIENCE

Environmental Analysis - CEQA Documents

Since joining Lamphier-Gregory, Mr. Taylor has authored and/or managed and prepared environmental documents for CEQA and NEPA compliance including Initial Studies, EIRs and Mitigated Negative Declarations for Specific Plans, General Plan Amendments and stand-alone development projects as well as EA/FONSI for HUD funded projects. Mr. Taylor's experience with large projects enables him to manage technical sub-consultants effectively, maintain time schedules and budgets and provide value-added problem solving expertise for complex issues.

Representative Projects:

- *EIR - Camp Sweeney Replacement Project (2016)*
- *CEQA Analysis - 1640 Broadway Mixed Use Development Project (2015)*
- *NEPA EA/FONSI - 6th & Oak Street Affordable Housing Development*
- *EIR - Residential Development Project, Alameda County*
- *IS/MND - Dingee Backbone Pipeline Replacement Project, EBMUD*
- *EIR and EA/FONSI - St. Joseph's Professional Center Senior Housing Project*
- *EIR - Castro Valley Redevelopment Strategic Plan*
- *EIR - San Lorenzo Village Center Specific Plan*
- *EIR - El Dorado Hills Incorporation*

Local Agency Formation Commission (LAFCO)

Mr. Taylor serves as an "On-Call" Planning and Environmental Consultant to the Local Agency Formation Commissions for both Contra Costa and Alameda Counties. Mr. Taylor works closely with the LAFCO Executive Officer in providing advice on applications for Sphere of Influence Amendments, project CEQA documents, Annexations, Incorporations, Municipal Service Reviews and other matters.

Education

Master's in Community Planning, University of Rhode Island

BA English Literature, Columbia University, New York, NY

Employment History

Total Years: 42

2002 - Present

Lamphier-Gregory

2000 - 2008

Taylor Associates (Planning and Real Estate Consulting)

2000 - 2001

Signature Properties, Pleasanton, California

1988 - 2000

S. H. Cowell Foundation, San Francisco, California

1980 - 1988

Grosvenor Properties, Ltd. San Francisco, California

1973 - 1980

San Francisco City Planning Department



Sharon Wright, Environmental Planner

swright@lamphier-gregory.com

Sharon has been writing and editing environmental documents, including NEPA and CEQA compliance, for 12 years. Ms. Wright's experience encompasses a wide variety of federal, agency, and private projects in Arizona, California, New Mexico, Nevada, Texas, and Utah. Her project experience includes renewable energy, recreation, transportation, and development projects as well as land use plans and habitat conservation plans. She excels in synthesizing and clearly communicating complex technical material.

Environmental Analysis

Since joining Lamphier-Gregory, Ms. Wright has prepared environmental documents for CEQA compliance including Initial Studies and EIRs. Ms. Wright's experience enables her to maintain time schedules and budgets and provide value-added problem solving expertise for complex issues.

Prior to joining Lamphier-Gregory, Ms. Wright gained extensive experience with preparing NEPA compliance documents for large-scale land development plans, transportation plans and projects, vegetation management plans, renewable energy projects, as well as for HUD-funded projects. Ms. Wright has prepared CEQA compliance documents for General Plans and numerous private development projects.

Education

MA, English, University of Arizona

BA, Literature, Prescott College

Employment History

2015 – Present
Lamphier-Gregory

2008 – 2015
RECON Environmental, California and Arizona

2005 – 2008
Sonoran Institute, Arizona

2003 – 2005
Harris Environmental Group, Arizona

Representative Projects:

- 2016 City Services Municipal Service Review, Alameda Local Area Formation Commission
- 2016 Update to the Contra Costa Countywide Comprehensive Transportation Plan, Subsequent Environmental Impact Report, Contra Costa Transportation Authority
- Bayshore Elementary School Replacement and Consolidation Project, Initial Study/ MND, Bayshore Elementary School District
- South County Recycled Water Master Plan EIR/EA, Santa Clara Valley Water District and Bureau of Reclamation
- Desert Renewable Energy Conservation Plan EIR/EIS, Bureau of Land Management, U.S. Fish and Wildlife Service, California Energy Commission
- Imperial Sand Dunes Recreation Area Management Plan/EIS, BLM
- Ocotillo Sol Photovoltaic Solar Project EIS, BLM
- City of Indio General Plan Update Program EIR, City of Indio
- Eastern Goleta Valley Community Plan EIR, Santa Barbara County
- Balboa Park Plaza de Panama EIR, City of San Diego
- Legacy International Center EIR, City of San Diego
- Delaware Street Apartments EA and IS/MND, Department of Housing and Urban Development and City of Huntington Beach



EDUCATION

Richard Morris Hunt Fellowship
Verona, Italy. Coursework in the
conservation of stone and marble
Clemson University, Master of
Architecture
Center for Design & Urban Studies,
Genoa, Italy
Clemson University, BA Design

LICENSES

California Architect: C22714
South Carolina Architect: 3562
Certified Planner: AICP 017349
LEED Accredited Professional
Stanford Certified Project Manager

AFFILIATIONS

American Institute of Architects (AIA)
American Institute of Certified Planners
(AICP)
Society for College and University
Planners (SCUP)
Architectural Foundation of San
Francisco, Board of Directors
California Preservation Foundation,
Emeritus Trustee
Professional Advisory Board, Clemson
University College of Architecture
SF Planning & Urban Research
Association (SPUR)

As the leader of the Cultural Resources Group at Page & Turnbull, Ruth Todd promotes a comprehensive vision of how historic structures can activate neighborhoods and enrich daily experience. A national expert, Ruth has led cultural and historic master plans across the United States that have catalyzed economic development and forged stronger communities. Her preservation plan for Charleston, South Carolina won broad acclaim as an exemplar and a National Preservation Honor Award for preserving one of the world's most beautiful and historic cities during a period of significant growth pressures.

Whether working on university campuses or in commercial districts or on citywide initiatives, Ruth enthusiastically leads project teams and applies a deep understanding of preservation architecture and resource planning. Along the way, she balances her ability to represent a client's long term interests while fitting contemporary design into existing neighborhood contexts.

Through her work with San Francisco's Japantown district, for example, Ruth influenced the current movement to recognize that historic places embody intangible assets that must be preserved. These non-physical attributes can play a powerful role in shaping our cultural heritage. The principles and methods developed by Ruth and her team for the Japantown Better Neighborhoods Plan have been adopted throughout the United States.

A fellow of the American Institute of Architects and an emerita trustee of the California Preservation Foundation, Ruth currently serves on the boards of the Architectural Foundation of San Francisco and the Fort Mason Center for Arts & Culture. She is a recipient of the American Architectural Foundation's prestigious Richard Morris Hunt Fellowship. Prior to joining Page & Turnbull, Ruth was associate university architect at Stanford University for eleven years. She has achieved the *Secretary of the Interior's Professional Qualification Standards for Architecture and Historic Architecture*.

Project Experience

SELECT PROJECTS

- City of Sacramento Historic District Plans with Design Standards
- Anchorage Historic Preservation Plan, Anchorage, AK
- Anchorage Universities and Medical District (UMED) Plan

- CCDC Historical Resources Relocation Study, San Diego, CA
- Charleston Historic Preservation Plan, Charleston, SC
- Heritage Napa Survey and Context Statement, Napa, CA
- University of California, San Francisco
 - UCSF Clinical Sciences Building & UC Hall Feasibility Study
 - UCSF Clinical Sciences Building Rehabilitation
 - UC Hall Stabilization Project
- Japantown Better Neighborhoods Plan, San Francisco
 - Intangible Cultural Heritage Assets Report
 - Japantowns National Heritage Area Study
 - J'Town Cultural Resources and Economic Sustainability Strategies
- Mission and SoMa Historic Resource Surveys, San Francisco, CA
- Napa's Downtown Landmarks Design Guidelines, Napa, CA
- Napa HHS Campus Redevelopment, Napa, CA
- Pier 22½ and Fireboat House, San Francisco, CA
- VA Palo Alto Health Care System Master Plan Update, Menlo Park Division, CA
- Roeding Park Historic Resources Analysis/Chaffee Fresno Zoo, Fresno, CA
- Sacramento Valley Station / Depot, Sacramento, CA. Seismic upgrade.
- Streetscape Design Guidelines, Folsom, CA
- Center for Independent Living Historic Resource Evaluation, 2539 Telegraph Avenue, Berkeley, CA
- Mather Lifeways Berkeley Purchase, Berkeley, CA
- SLAC National Accelerator Laboratory, Stanford University, Menlo Park, CA
- Charleston Historic Preservation Plan, Charleston, SC
- NASA Ames Research Center, Mountain View, CA
- NASA Jet Propulsion Laboratory Historic Resource Study and Cultural Resource Management Plan, California Institute of Technology, Pasadena, CA
- Presidio Trust, Presidio of San Francisco, CA
 - National Historic Landmark Update
 - Wyman Avenue Housing Rehabilitation
 - Presidio Chapel Feasibility Study and Historic Structures Report
 - Fisher Art Museum at the Presidio Study
 - Presidio Lodge Feasibility Study
 - Wyman Avenue Housing Rehabilitation
- East Agnews Developmental Center Historic Resource Assessment and Reuse Feasibility Study, San Jose, CA
- Mission and SoMa Historic Resource Surveys, San Francisco, CA
- Mt. Umunhum, Historic Resource Study, Santa Clara County, CA
- Powerhouse Science Center, Sacramento, CA
- 1401 Howard Street, San Francisco, CA. Historic rehabilitation and tax credits.
- Alameda Point Main Street Specific Plan, Alameda, CA
- Alameda Boatyard, Alameda, CA
- Alameda Coast Guard, Alameda, CA

- St. Joseph's Church Adaptive Reuse, San Francisco, CA. Historic rehabilitation and tax credits.
- Stanford University, Hoover Pavilion, Palo Alto, CA \$30 Million
- SurveyLA Pilot Surveys, Los Angeles
- Charles Graner Farmhouse (Wakamatsu Tea and Silk Colony) Stabilization, Gold Hill Ranch, Coloma, CA
- WETA Ferry Building Terminal Expansion, San Francisco, CA
- Sonoma Downtown Preservation Design Guidelines, Sonoma, CA.

With Stanford University:

- Main Quad Restoration, \$1.5M. Scoping, project Development and implementation of the Main Quadrangle Restoration Project, addressing architectural conservation, ADA improvements, way-finding and donor recognition.
- Exterior ADA Barrier-Removal Program. Multi-year accessibility upgrades to campus systems and buildings, Campus Architect & Planning Office representative.
- Hanna House, Seismic Strengthening, \$1.3M. Restoration and structural repairs to Frank Lloyd Wright-designed home, for use by University Provost.
- Lagunita Housing, \$18M. Capital improvements for Lagunita dormitory included seismic strengthening, program and infrastructure upgrades and the rehabilitation of the historic dining room and addition of a new dining and servery wing.
- Toyon Hall Renovation, \$11.7M. Renovation including program improvements and significant upgrades to the building structural and utilities systems to meet current code requirements, including upgrades to seismic strengthening, fire safety, and ADA accessibility.
- Branner Hall Renovation, \$15.2M. Renovation to a historically significant dormitory for 180 Students; The renovation included program improvements and significant upgrades to the building structural and utilities systems to meet current code requirements, including upgrades to seismic strengthening, fire safety, and ADA accessibility,
- Lake Houses Renovation, \$10.5M. Renovation and improvements to former lake-side residences for Student Affairs organization facilities
- Stern Hall Renovation, \$10M. Renovation project including ADA accessibility and security issues.

PUBLICATIONS

- AIA Preservation Architect On-line: Campus Planning & Architecture, December 2009
- Campus Planning and Management, 2007

CHRISTINA DIKAS

Associate Principal, Senior Architectural Historian



EDUCATION

University of Virginia, Master of Architectural History, Certificate in Historic Preservation, 2007

University of California, Los Angeles, BA Sociology, Minor in Museum Studies, 2005

University of California, Irvine, Summer Study Abroad Program: Cambridge University, England, 2004

AFFILIATIONS

California Preservation Foundation, Board of Trustees
San Francisco Architectural Heritage

HONORS & AWARDS

San Ysidro HRS & Context Statement
2012 San Diego Historical Resources Board Excellence for Cultural Diversity Award

Christina Dikas has extensive experience surveying, researching, and evaluating historic properties. She manages the majority of work in Page & Turnbull's Cultural Resources Planning Studio. In addition to her grasp of architectural history and solid researching skills, Christina has proven an excellent communicator with great sensitivity to her clients' needs, recognizing the importance of flexibility and dialogue.

Christina has contributed heavily to Page & Turnbull's large-scale survey projects. She has also conducted numerous Historic Resource Evaluations (HREs), CEQA Cultural Resource Technical Reports, Section 106 Technical Reports, and Historic American Building Survey (HABS) documentation for individual historic resources. She has authored the historic resources chapters of General Plans, Specific Plans, and other planning documents. *Christina meets the Secretary of the Interior's Professional Qualification Standards for Architectural History.*

Project Experience

FEASIBILITY / DESIGN STUDIES

- East Agnews Feasibility Study, San Jose, CA
- Lorenzo Theater Feasibility Study, San Lorenzo, CA

HISTORIC RESOURCE EVALUATIONS (HRE)

- GSA Modernism Historic Resource Studies, various
- Point Fermin Historic Resource Analysis (GSA), San Pedro, CA
- 6270-76 Third Street HRE, San Francisco, CA
- 1045 17th Street HRE, San Francisco, CA
- 850 Battery Street Standards Analysis, San Francisco, CA
- 270 Brannan Street HRE, San Francisco, CA
- 888 Brannan Street HRE, San Francisco, CA
- 2070 Bryant Street HRE, San Francisco, CA
- 2439 Buchanan Street HRE, San Francisco, CA
- 181 Buena Vista Ave East HRE, San Francisco, CA
- 110 The Embarcadero HRE, San Francisco, CA
- 800 Indiana Street HRE, San Francisco, CA
- 1127 Market Street (Strand Theater) HRE, San Francisco, CA
- 2201 Market Street Standards Analysis, San Francisco, CA
- 1000 Sansome Street HRE, San Francisco, CA
- 1415 Scott Street HRE, San Francisco, CA
- 115 Telegraph Hill Boulevard HRE, San Francisco, CA
- 2880 Vallejo Street HRE Addendum, San Francisco, CA
- 150 Van Ness Avenue HRE, San Francisco, CA

- 2604 Sacramento HRE, San Francisco CA 2014
- Mountain View Cemetery Standards Analysis, Oakland, CA 2014
- 1031 Walnut DPR Forms, Fremont CA 2014
- Community Music Center HRE, San Francisco, CA 2014
- Private Estate HRE, Portola Valley, CA 2014
- Pacific School of Religion Preliminary Historic Assessment, Berkeley CA 2014
- 4901 & 4915 Broadway HRE, Oakland CA 2014
- First & Mission HRE, San Francisco CA 2014
- 560 Jersey Street HRE, San Francisco CA 2014
- 250 10th Street HRE, San Francisco CA 2014-2015
- 2200 Carlmont Drive HRE, Belmont CA 2015
- 1459 Hamilton Avenue HRE, Palo Alto CA 2015
- UCSF University House Standards Analysis, San Francisco CA 2015
- 1601 Mission Street HRE, San Francisco CA 2015
- San Jose Residence HRE, San Jose CA 2015
- Lick Wilmerding High School HRE, San Francisco CA 2015-2016
- 117 W. Napa Street HRE, Sonoma CA 2016
- 1068 University Avenue HRE, Palo Alto CA 2016

SURVEYS/HISTORIC RESOURCE SURVEYS (HRS)

- Anchorage South Addition Survey, Anchorage, AK
- Market & Octavia Historic Resource Survey, San Francisco, CA.
Conducted survey and produced DPR 523A forms for a 2,300 parcel study area.
- Mission and SOMA Area Plans Historic Resource Surveys, San Francisco, CA. Conducted survey and historic research; produced DPR 523A forms, 125 DPR 523B and four DPR 523D forms for a 4,700 parcel study area.
- San Ysidro Reconnaissance Survey and Historic Context Statement Revisions, San Ysidro, CA
- SurveyLA (Year 1, Group 1: Sunland, Tujunga, Shadow Hills, & West Hollywood), Los Angeles, CA. Conducted survey for a 10,000 parcel study area.
- Mill Valley Survey Update, Mill Valley, CA
- Pacific Grove Historic Resource Inventory Update, Pacific Grove, CA

DPR FORMS / SUPPLEMENTAL INFORMATION FORMS

- 15 Hunt/670 Howard Street Supplemental Information Form, HRE, and DPR Forms, San Francisco, CA
- 121 Pepper Drive DPR Forms, Los Altos, CA
- 566 Hawthorne DPR Forms, Palo Alto, CA
- 571 21st Avenue Supplemental Information Form, San Francisco, CA
- 950-970 Market Street DPR Forms, San Francisco, CA
- 1747 Eucalyptus Drive Supplemental Information Form, San Francisco, CA
- 700-712 11th Ave Supplemental Info Form, San Francisco, CA

- 1776 Green Street Supplemental Information Form, San Francisco, CA
- 2525 Jones Street Supplemental Information Form, San Francisco, CA
- 2712 Broadway Supplemental Information Form, San Francisco, CA
- 2840 Broadway Supplemental Information Form, San Francisco, CA
- 2901 Broadway Supplemental Information Form, San Francisco, CA
- 16349 E. 14th Street DPR Forms, San Leandro, CA
- 20853 Wilbeam Avenue DPR Forms, Castro Valley, CA
- Blacks Building DPR Forms, Yreka, CA
- NASA Goldstone Historic Resource Study and DPR Forms
- NASA – JPL Table Mountain Facility Historic Resource Study and DPR forms
- SF-DPW Fire Stations DPR forms, San Francisco, CA
- Center Street Garage DPR forms, Berkeley, CA 2015

SECTION 106 CONSULTATION / CEQA COMPLIANCE

- Berkeley West Branch and South Branch Libraries EIR Technical Reports, Berkeley, CA
- Lyons Hall Technical Report (EIR), Berkeley, CA
- SLAC National Accelerator Laboratory Section 106 Technical Reports, Menlo Park, CA
- Western SOMA Technical Report (EIR), San Francisco, CA
- 601 Marshall Street Memorandum, Redwood City, CA 2015
- 1424 Middlefield Rd. Memorandum, Redwood City CA 2015

HISTORIC CONTEXT STATEMENTS

- Mill Valley Historic Context Statement, Mill Valley, CA
- Pebble Beach Historic Context Statement, Pebble Beach, CA
- SOMA Context Statement Addendum, San Francisco, CA
- Anchorage's South Addition, Anchorage, AK. Historic Resource Inventory, Reconnaissance Survey, and HCS.
- Southeastern San Diego Historic Context Statement, San Diego, CA

PLANNING

- India Basin Park Master Plan (900 Innes), San Francisco, CA
- Anchorage Historic Preservation Plan, Anchorage, AK
- Anchorage UMED District Plan, Anchorage, AK
- Downtown Sonoma Preservation Design Guidelines, Sonoma CA 2015-2016
- Professorville Preservation Design Guidelines, Palo Alto CA 2015-2016
- Japantown Cultural Heritage Inventory, San Francisco, CA
- City of Palo Alto, Eichler Neighborhood Design Guidelines
- Napa General Plan Update, Napa, CA

- Santa Rosa Downtown Station Area Specific Plan, Santa Rosa, CA
- Sacramento General Plan Update, Sacramento, CA

HISTORIC STRUCTURE REPORT (HSR) / CONDITIONS ASSESSMENTS

- 50 UN Plaza GSA HBPP Update, San Francisco, CA
- 706 Mission Street HSR, San Francisco, CA
- Fort Ord Dunes Conditions Assessment, Marina, CA
- Hobart Building Historic Structures Report, San Francisco, CA
- Hunt Ranch Historic Structures Report, Wildwood Canyon State Park, Yucaipa, CA
- War Memorial Veterans Building HSR Update, San Francisco, CA

HABS / HALS DOCUMENTATION

- 391 San Antonio Road HABS, Mountain View, CA
- 1450 Franklin HABS, San Francisco, CA
- 2290 Third Street HABS, San Francisco, CA
- Berkeley South Branch Library HABS Documentation, Berkeley, CA
- Chinese Hospital HABS Documentation, San Francisco, CA
- North Beach Library HABS, San Francisco, CA
- Schlage Lock Factory HABS Documentation, San Francisco, CA
- Parkmerced HABS/HALS, San Francisco CA, 2014-2015
- 800 Indiana Street HABS, San Francisco CA 2015
- 2555 Park Blvd. HABS, Palo Alto CA 2015
- 1554 Market & 55 Oak HABS, San Francisco CA 2015
- 62 and 78 First Street HABS, San Francisco CA 2016
- Mason Street Warehouses HABS, San Francisco CA 2016
- Moffett Blvd. Main Entry HABS Photography, San Francisco CA 2016

INTERPRETIVE EXHIBITS

- Alviso Adobe Interpretive Plan, Milpitas, CA
- Pacific Biological Laboratories Interpretive Plan Consultation, Monterey, CA 2014
- 340-350 Fremont Street Interpretive Program, San Francisco CA 2016
- 800 Indiana Street Interpretive Display, San Francisco CA 2015-2016
- 950-975 Market Street Interpretive Display, San Francisco CA 2016
- Oceanwide Center Elim Alley History Walk, San Francisco CA 2017-2019

OTHER HISTORIC CONSULTATION

- 300 Wawona Street Memo, San Francisco, CA
- 645 Harrison-400 Second Consultation Memo, San Francisco, CA
- 660 California Street Change of Designation Report, San Francisco, CA
- 815-825 Tennessee Memorandum, San Francisco, CA
- 888 Brannan Memorandums, San Francisco, CA
- 1455 Folsom Consultation Memo, San Francisco, CA
- UCSF Parnassus- CU Hall and Clinical Sciences Significance Diagrams,



EDUCATION

Ph. D, Anthropology, 2007
University of California, Berkeley
Berkeley, California

M.A., Anthropology and Archaeology,
1998, B.A., Anthropology and
Archaeology, 1994 University
of Saskatchewan, Saskatoon,
Saskatchewan

AFFILIATIONS

Register of Professional Archaeologists
Society for Historical Archaeology
California Preservation Foundation
Oakland Heritage Alliance

Stacy is an architectural historian and archaeologist with over twenty years experience, including more than ten years of experience working in California. She is experienced in the cultural resources review process for Section 106 of the National Historic Preservation Act and the California Environmental Quality Act, and has conducted records searches and archival research at numerous repositories, undertaken oral history interviews, and completed map and aerial photograph analyses, in addition to field recording of architectural and archaeological resources.

Stacy meets the Secretary of the Interior's Professional Qualification Standards for archaeology, history, and architectural history and the requirements for the California Council for the Promotion of History Register of Professional Historians

Project Experience

HISTORIC RESOURCE EVALUATIONS (HRE)

- 3793 Woodside Road, Woodside
- 1049 Golden Gate Avenue, San Francisco
- 525 Pine Street Oral History Project, San Francisco
- 788-796 San Antonio Road, Palo Alto
- 3735 Eggers Drive, Fremont
- 4170 Central Avenue, Fremont
- 35858 Mission Boulevard, Fremont
- Webb Schools Hooper Student Center Renovation, Claremont

CEQA CONSULTATION AND EVALUATION

- California College of the Arts Campus CEQA Technical Report, Oakland
- 719-725 Bridgeway, CEQA Technical Report, Sausalito
- Head-Royce South Campus CEQA Technical Report, Oakland

SECTION 106 CONSULTATION AND EVALUATION

- San Francisco VA Medical Center Section 106 Consultation, San Francisco
- 900 Innes Avenue Section 106 Consultation, San Francisco
- Planetary Ventures NAVAIDS Section 106 Consultation, Santa Clara County
- Moffett Federal Airfield Section 106 Programmatic Agreement, Santa Clara County
- Access Parks Broadband Installation Section 106 Consultation, Park County, Wyoming

PROJECT DESIGN CONSULTATION AND IMPACTS ANALYSIS

- Treasure Island Buildings 2 and 3 Landscaping Standards Analysis, San Francisco

PEER REVIEWS

- 880 Westridge Drive Historic Resources Evaluation Peer Review, Portola Valley
- 1450 Hawthorne Terrace Peer Review and Character-Defining Features Memorandum, Berkeley
- 770 Woolsey Street Historic Resources Evaluation Peer Review, San Francisco

OTHER HISTORIC RESOURCE CONSULTATION

- Hotel Whitcomb Historic Resource Consultation, San Francisco
- 779 Bush Street Historic Research Memorandum, San Francisco
- 1100 Valencia Street Historic Use Memorandum, San Francisco

COMMEMORATION PLANNING

- East Campus, Agnews Developmental Center CEQA Mitigation Commemoration Plan, Santa Clara County

PROJECTS WITH PREVIOUS FIRMS

- Vic Stewart's Restaurant / Walnut Creek SPRR Station, Walnut Creek
- San Pablo City Hall / Alvarado Square, San Pablo
- Francesco's Restaurant, Oakland
- Fremont Elementary School, Salinas
- 149-159 Smalley Avenue, Hayward
- 2644 Mount Diablo Scenic Blvd., Diablo
- Mound Ranch, Yolo County
- 667/721 and 669/733 Park Avenue, San Jose
- Magee Ranch, Contra Costa County
- Hayward Public Library, Hayward
- Jerrold-Quint Connector Road, San Francisco
- 67 Ramona Street, San Francisco
- 690/692 Wisconsin Street, San Francisco
- 3500 21st Street, San Francisco
- 954 43rd Street, Oakland
- 1070 Warfield Avenue, Oakland



Sam Tabibnia

Associate

about

Sam is a registered Professional Civil Engineer and Traffic Engineer in California, and Professional Traffic Operations Engineer with 15 years of experience in Fehr & Peers' Oakland office. Sam has extensive experience managing a variety of transportation planning and traffic engineering projects, including integrated land use/transportation planning, transportation impact studies, CEQA documents, traffic fee studies, traffic calming plans, parking studies, site plan review, and traffic operations analysis. Sam has also completed general plans and master plans for both in-fill urban and new greenfield development and has developed creative solutions for different types of projects.

education

Master of Science in Civil Engineering, University of California, Berkeley, 1997
Bachelor of Science in Civil Engineering, University of California, Berkeley, 1995

affiliations

Institute of Transportation Engineers: Associate

registrations

Licensed Civil Engineer, State of California (#64006)
Licensed Traffic Engineer, State of California (#2313)
Licensed Professional Traffic Operations Engineer (#1639)

expertise

- Traffic Engineering
- Transportation and Land Use Planning

- Traffic Impact Analysis and Environmental Impact Reports
- Transit Planning
- Institutional Planning
- Parking Studies
- Traffic Calming
- Mixed Use and Transit Oriented Development
- Parking Studies
- Site Access and Circulation
- General and Area Wide Specific Plans

publications & presentations

Evaluating Interface Standards for the Public Transit Industry, Transportation Research Record No. 1618, 1998

Transportation Impact Studies – Analysis of Alternative Transportation Modes, 1999 ITE Annual Meeting and Exhibit

Measuring Costs and Benefits of Reducing Congestion in a Growing City: Striking a Balance, 2004 ITE Annual Meeting and Exhibit

Methodology for Trip Generation Estimation for a Large Urban University, 2005 ITE District 6 Annual Meeting

honors and awards

Redwood City General Plan - APA Northern California Comprehensive Planning, Small Jurisdiction, 2012

MacArthur BART Access Feasibility Plan – California APA Project of Merit, 2008



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Oakland, CA 94612
510.834.3200

Example project applications

MacArthur Transit Village EIR (Oakland, CA)

The MacArthur Transit Village project, located at the MacArthur BART Station in Oakland, California, consisted of replacing 300 parking spaces at the existing parking lot with 675 multi-family residential units and 44,000 square-feet of commercial space. Fehr & Peers prepared the transportation and circulation section of the MacArthur Transit Village EIR and also an Access Feasibility Study to further improve and encourage multi-modal access to the BART Station. Since typical published trip generation rates (e.g., ITE) would not accurately reflect the vehicular trip generation of the site, site trip generation was estimated by collecting trip generation data at similar transit oriented sites around the Bay Area and reviewing census data and relevant published literature. Based on the collected information, the peak hour trip generation for the residential component of the site was reduced by 38 percent from published rates. In addition, to analyzing the impacts of the project on the surrounding roadway system, the EIR also included an extensive analysis of project impacts on pedestrian, bicycle, and transit (both BART and AC Transit) access and circulation. In addition, the EIR also analyzed the impacts of a potential Residential Parking Permit Program in the surrounding neighborhoods.

Marin Avenue Road Diet (Albany and Berkeley, CA)

The Cities of Berkeley and Albany had proposed to reconfigure Marin Avenue between San Pablo Avenue and The Alameda from its former configuration of two-lanes in each direction to one-lane per direction and provide bicycle lanes and a center two-way left-turn lane. The project intended to reduce vehicle speeding along Marin Avenue and enhance pedestrian and bicycle access and safety. As part of the technical analysis, Fehr & Peers prepared SimTraffic simulation models of the corridor for both AM and PM peak hours under existing and future conditions with and without the proposed road diet. In addition, Fehr & Peers completed a safety analysis and compared travel times along Marin Avenue with and without the road diet to travel times on other parallel corridors. Since the analysis did not find any significant impacts, a negative declaration was prepared. Fehr & Peers presented the results at public hearings in both Cities of Berkeley and Albany, and the environmental document was certified by both jurisdictions.

General Plan Update and EIR (Redwood City, CA)

Fehr & Peers prepared the Circulation Element update to the Redwood City General plan as part of a multi-disciplinary team. Fehr & Peers worked closely with other team members and city staff to develop policies and programs to address all travel modes, including pedestrians, bicycles, buses, trains, automobiles, and trucks. A unique aspect of this circulation element was development of street typologies that consider the local context and prioritize different travel modes for each corridor to ensure a balanced multi-modal transportation network. The typologies would provide a network of "complete streets" that accommodate the various travel modes throughout the City. In addition, Fehr & Peers also prepared the transportation chapter of the EIR for the General Plan Update. The EIR analyzed the impacts of changes in land use, as well as policies and programs proposed in the General Plan Update on the various travel modes in the City. The analysis identified impacts and appropriate mitigation measures where feasible.

Broadway-Valdez Specific Plan and EIR (Oakland, CA)

Fehr & Peers is part of the team preparing a specific plan and environmental document for the project. The project area consists of the frontage along Broadway, one of the City's major corridors, and the surrounding areas. The project area currently consists of car dealerships and other mostly low density uses. The proposed project would transform the area to a high density mixed use area providing retail, residential, office, and medical uses. As part of the project, Fehr & Peers is exploring innovative methods in reducing the overall project area trip generation including shared parking strategies, enhancement to the pedestrian, bicycle, and transit networks, and balancing the uses within the project area to minimize external trips. Fehr & Peers will prepare the transportation section of the Specific Plan, a stand-alone Access Plan, and the transportation chapter of the EIR.





Natalie Chyba

Transportation Engineer/Planner

about

Natalie is a transportation engineer and planner dedicated to providing transportation solutions to all people, regardless of circumstance. She serves as a deputy project manager and task lead for transit and multimodal corridor projects throughout the Bay Area. She serves as a resource to Fehr & Peers through her involvement in research and development of our Next Generation Transit and Transit Equity concepts. Natalie excels at communicating complex and technical efforts to a broad audience, including elected officials, policy makers, and the general public, making her an invaluable resource on large, complex projects. Natalie brings a truly innovative and thoughtful approach to all her projects through her multidisciplinary project and research experience.

education

Bachelor of Science in Civil Engineering, University of California, Berkeley, 2016.

affiliations

Society of Women Engineers (SWE) Berkeley Chapter

Institute of Transportation Engineers (ITE) Berkeley Chapter

project experience

I-880 29th/23rd Street Overpass Phasing (Oakland, CA)

Ms. Chyba was responsible for volume balancing, volume rerouting, trip assignment, and roadway operations analysis for this multi-jurisdictional construction phasing project in Oakland, CA. The city was interested in

exploring various phasing scenarios for the construction of both the 23rd Street and 29th Street overpasses and their effect on adjacent roadways. The project utilized level of service analyses and queueing estimates to determine impacts.

2100 Telegraph (Oakland, CA)

Ms. Chyba was responsible for analyzing bicycle and pedestrian accessibility and forecasting parking demand for a mixed-use development in Downtown Oakland. Additionally, she did research for and helped develop a relationship between parking supply and vehicle miles travelled (VMT) for a VMT analysis. The analysis of the link between VMT and parking supply is the first of its kind in Oakland. The project will include residential, retail, office, and community spaces for an approximate 1.3 million square feet of development.

Village Green Apartments (San Lorenzo, CA)

Ms. Chyba was responsible for collecting data; developing trip generation estimates, trip distributions, and traffic assignments; operations analysis; and identifying mitigation locations and solutions for the Village Green Apartments Traffic Impact Analysis. The project proposed to create a mixed-use retail and residential development in San Lorenzo, CA.



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2201 Broadway
Suite 602
Oakland, CA 94612
510.834.3200

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|||| Acoustics • Air Quality ||||

429 E. Cotati Avenue
Cotati, California 94931

Tel: 707-7694-0400
www.iandrinc.com

Fax: 707-794-0405
illro@illingworthrodkin.com

MICHAEL S. THILL

Mr. Thill is a principal of the firm with more than 20 years of professional experience in the field of acoustics. His expertise includes performing field research, analyzing data, and noise modeling. He has conducted numerous field surveys in a variety of acoustical environments to quantify airborne noise levels, groundborne vibration levels, and hydro-acoustic noise levels. He has analyzed and summarized complex sets of data for inclusion into noise models. Mr. Thill has been trained and is a regular user of FHWA's Traffic Noise Model (TNM), and is familiar with federal and State procedures for preparing highway noise study reports.

Mr. Thill has authored technical noise reports for various land use proposals including residential, commercial, educational, and industrial developments. He has managed the General Plan Update noise studies for several communities in California and has recommended policy language in order to maintain compatible noise levels community-wide. Some of his recent major projects have included the assessment of noise and vibration from data center projects, quarry expansion projects, groundwater recharge projects, and winery projects where operations and special events have been of concern in rural settings. He has vast experience explaining acoustical concepts and the results of his analyses in public forums to the general public and project decision-makers.

Mr. Thill has also led traffic noise investigations for major transportation projects including the Route 4 Bypass project (2003 to 2013) and the I-680/Route 4 Interchange project (2014 to 2015) in Contra Costa County, California. He managed the noise study reports the US Highway 101 and State Route 85 Express Lanes projects for the Santa Clara County Valley Transit Authority (2011 to 2013), proposed along 66 miles, combined, of project study area between Mountain View and Morgan Hill, California. In 2013, Mr. Thill led the analyses of noise impacts due to the Jennings Avenue Pedestrian and Bicycle Rail Crossing Project, and in 2015, Mr. Thill led the analysis of noise impacts and noise abatement for the US Highway 101 / Hearn Avenue Interchange Project in Santa Rosa, California.

PROFESSIONAL EXPERIENCE

2009 - Present Principal	Illingworth & Rodkin, Inc. Petaluma, California
2005 - 2009 Senior Consultant	Illingworth & Rodkin, Inc. Petaluma, California
1998 - 2005 Staff Consultant	Illingworth & Rodkin, Inc. Petaluma, California

EDUCATION

1998	University of California at Santa Barbara B.S., Major: Environmental Science
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PROFESSIONAL SOCIETIES

Institute of Noise Control Engineering
Association of Environmental Professionals

ILLINGWORTH & RODKIN, INC.

Acoustics • Air Quality

429 E. Cotati Avenue
Cotati, California 94931

Tel: 707-794-0400
www.iandrinc.com

Fax: 707-794-0405
kpommerenck@illingworthrodkin.com

JAMES A. REYFF

Mr. Reyff is a Meteorologist with expertise in the areas of air quality and acoustics. His expertise includes meteorology, air quality emissions estimation, transportation/land use air quality studies, air quality field studies, greenhouse gas studies and environmental noise studies. He is familiar with federal, state and local air quality and noise regulations and has developed effective working relationships with many regulatory agencies.

During the past 29 years, Mr. Reyff has prepared Air Quality Technical Reports for numerous highway projects and conducted over 300 air quality analyses for other land use development projects. These projects included microscale analyses, calculation of project emissions (e.g., ozone precursor pollutants, fine particulate matter, diesel particulate matter, and greenhouse gases), health risk assessments, and preparation of air quality conformity determinations. Included are project-level evaluations of Mobile Source Air Toxic (MSAT) and PM2.5. Mr. Reyff has advised decisions of federal and local air quality agencies regarding impact assessment methodologies and air quality conformity issues. These evaluations typically require the computation of project-level mobile emissions, construction emissions, and dispersion modeling.

Mr. Reyff has been responsible for a variety of meteorological and air quality field investigations in support of air permitting and compliance determinations. He has conducted air quality analyses of diesel generators in support of regulatory permitting requirements and environmental compliance issues. Mr. Reyff has designed and implemented meteorological and air quality monitoring programs throughout the Western United States including Alaska. These included investigations to characterize baseline levels of air toxics in rural areas, as well as regulatory air quality and meteorological monitoring. He was the Meteorologist coordinating a long-term monitoring program at the Port of Oakland that evaluated meteorological conditions and PM2.5.

Mr. Reyff has conducted over 15 major acoustical technical studies for transportation systems. He has managed several research studies for Caltrans including a noise study that evaluated long-range diffraction and reflection of traffic noise from sound walls under different meteorological conditions. Mr. Reyff has also evaluated noise from power plants, quarries and other industrial facilities. He has also been actively involved in research regarding underwater sound effects from construction on fish and marine mammals.

PROFESSIONAL EXPERIENCE

2009-Present Principal
1995-2009 Senior Consultant
Illingworth & Rodkin, Inc.
Petaluma, CA
1989-1995
Project Meteorologist and Noise Specialist
Woodward-Clyde Consultants
Oakland, CA
1988-1989
Post Voyage Analyst
Oceanroutes
Sunnyvale, CA

PROFESSIONAL SOCIETIES

American Meteorological Society
Air & Waste Management Association
Institute of Noise Control Engineering
Transportation Research Board (Noise)

AWARDS

FHWA Environmental Excellence Award-2005
Caltrans Excellence in Transportation,
Environment-2005

EDUCATION

1986 San Francisco State University
B.S., Major: Geoscience (Meteorology)

Vanessa Mirro, M.A., RPA

Vice President



A leader in the industry both in California and nationwide, Vanessa Mirro carries over 20 years of experience in cultural resources management (CRM) in California, the eastern United States, and Canada. Before moving to PaleoWest, she spent 17 years building a leading CRM firm in California, leaving there as Vice President in 2017. She is expert in project management, business development, tribal consultation, and regulatory compliance. She has held executive, Board, and Chair positions for leading national industry organizations like the American Cultural Resources Association (ACRA) and the Register of Professional Archaeologists (RPA). Vanessa has directed hundreds of projects and prepared and implemented management and treatment plans for major undertakings in transportation, renewable energy, water infrastructure and storage, gas and electric transmission, ensuring their compliance with the NHPA, CEQA, and other federal and state laws. She successfully managed numerous large-scale, multiyear projects, such as Metropolitan Water District's San Diego 6 Pipeline Projects (SD6) in Riverside and San Diego counties; PG&E's Hinkley Groundwater Remediation Project in San Bernardino County; and the State Route 79 Realignment Project in Riverside County. As well, Ms. Mirro has conducted successful consultation with numerous Native American groups and resource agencies.

EDUCATION

M.A., Colorado State University, 2002
B.A., University of Western Ontario, 1998

YEARS OF EXPERIENCE

22

YEARS WITH FIRM

>1

REGISTRATIONS/CERTIFICATIONS

Register of Professional Archaeologists
(2003)

PERMITS/LICENSURE

Principal Investigator, California BLM
Statewide Cultural Resources Use Permit
CA-15-29, expires 07/09/18

PROFESSIONAL DEVELOPMENT

Society for American Archaeology
American Cultural Resource Association
Board of Directors

Select Project Experience

On-Call Cultural Resources Services for the Riverside County Transportation Department in Riverside County, California. Principal Investigator / Project Manager. Various on-call task for RCTD's transportation projects, including the State Route 79 Widening Project and the Gilman Springs Road Project. Surveys, resource evaluations, construction monitoring, preparation of various cultural and paleontological resources documents, agency consultation and Native American consultation. Client: Riverside County Transportation Department.

On-Call Cultural Resources Studies for the Metropolitan Water District of Southern California. Project Manager. Agency consultation, supervision of field investigations, report preparation, and budget tracking. Client: Metropolitan Water District of Southern California.

On-Call Cultural Resources Investigations for the Coachella Valley Water District, Riverside and Imperial Counties, California. Principal Investigator. Agency consultation, budgeting and tracking, Native American consultation, supervision of field investigations, and report preparation. Client: Coachella Valley Water District.

Wilmington Oil and Gas Field in Support of Well Stimulation Treatments in California, Long Beach and San Pedro, California. Principal Investigator. Historic map research, predictive modeling and archaeological sensitivity study for the Port of Long Beach and Port of Los Angeles. Client: Aspen Environmental Group.

NRCS Fuel Removal Project, San Bernardino National Forest, San Bernardino and Riverside Counties, Cleveland National Forest, San Diego County, California. Senior Archaeologist. Conducted archaeological surveys in mountain communities of southern California, development project specific mitigation and avoidance measures, and report preparation. Client: Natural Resources Conservation Service (NRCS).

Archaeological Studies for the State Route 79 Project, Riverside County, California. Co-Project Manager. Phase I archaeological and built environment studies; site identification and recordation; landowner access coordination; preparation of the Historic Property Survey Report/Archaeological Survey Report; preparation of the cultural resources sections of the Project's Environmental Impact Report/Statement. Client: Riverside County Transportation Department.

San Diego Pipeline No. 6 for San Diego County Water Authority, San Diego County, California. Project Manager. Developed and tested cultural resources (built and archaeological) predictive model for all pipeline alternatives and potential cost model for managing cultural resources. Client: Metropolitan Water District and San Diego Water Authority.

Archaeological Studies for the San Diego Pipeline No. 6 Project, Riverside County, California. Project Manager. Phase I archaeological surveys, testing and evaluation, data recovery, cultural resources monitoring; preparation of reports; Native American consultation; agency coordination; burial recovery; Project budgeting and tracking. Client: Metropolitan Water District of Southern California.

Amended Carlsbad Energy Center Project, Carlsbad, San Diego County, California. Principal Investigator. Performed archaeological test excavations of two archaeological resources located within the Carlsbad Energy Center Project area in Carlsbad, San Diego County. Fieldwork efforts consisted of the excavation of a series of backhoe trenches to determine if intact subsurface archaeological deposits were present within the project area. Responsibilities included project oversight, tribal consultation, budget tracking, quality control, and scheduling. Client: Aspen Environmental Group.

Cultural and Paleontological Resources Investigations for the William S. Hart Union School District's Castaic High School Project in Los Angeles County, California. Principal Investigator / Project Manager. Preparation of monitoring plans, archaeological and paleontological monitoring, tribal consultation, report preparation, budget tracking, project scheduling and coordination. Client: Meridian Consultants.

Christina Alonso, M.A., RPA

Senior Archaeologist



Senior Archaeologist, and Osteologist Christina Alonso has over ten years of experience in California archaeology. She meets the Secretary of the Interior's Professional Qualifications Standards for archaeology and has a wide range of experience throughout California. She conducts all aspects of archaeological field investigations, including survey and inventory, Native American consultation, burial treatment, data recovery, construction monitoring, research, as well as the production of technical reports. She is responsible for USACE Section 106 compliance projects, proposal development, supervising field crews, osteological analysis, and the preparation of technical reports.

EDUCATION

M.A., Bioarchaeology, San Francisco State University, 2013

B.A., Anthropology, California State University, Chico, 2010

PROFESSIONAL AFFILIATIONS

Register of Professional Archaeologists
Society for California Archaeology

PROFESSIONAL TRAININGS

OSHA Hazwoper 24 hour
OSHA Excavation Safety Training

Select Project Experience

Project Manager, RMC – SFPUC Auxiliary Water Pump Station No. 2, San Francisco, California. Served as project manager and field supervisor for monitoring, and the preparation of technical reports for the seismic retrofit of the auxiliary water pump station.

Project Manager, Triad/Holmes Association – Nichelini Vineyards, St. Helena, California. Served as project manager and field supervisor for field survey, cultural resource assessment, and Section 106 technical report preparation for the United States Army Corps of Engineers. Prepared technical reports and eligibility recommendations for new archaeological sites.

Project Manager, Nova Partners – 750 Moffett Blvd., Mountain View, California. Served as project director and field supervisor for archaeological monitoring, and technical report preparation for a new community plaza.

Project Manager, RMC – SFPUC Regional Groundwater, South San Francisco, California. Served as project manager with the responsibility of preparing the technical reports.

Project Manager, GPA Consulting – Susanville Gateway, Susanville, California. Served as project manager and field supervisor for the Susanville Gateway project to improve the continuity of pedestrian access along a segment of State Route 36. Responsibilities included supervising field survey, cultural resource sensitivity assessment, and technical report preparation for Caltrans District 2.

Project Manager, Circlepoint – Hyatt House EIR, Half Moon Bay, California. Served as project manager and prepared the peer review of technical reports.

Project Manager, Circlepoint - Lawrence Station Area Plan, Santa Clara, California. Served as project manager and field supervisor for all field work, cultural resource and sensitivity assessment, preparation of mitigation measures, and technical report preparation for the City of Santa Clara.

Evan Tudor Elliott, MA, RPA

Principal Investigator



With over 15 years of experience performing fieldwork, research, analysis, and writing about archaeology and anthropology, Mr. Elliott provides an in depth understanding of county, state, and federal environmental and cultural resources regulations. He regularly manages projects, supervises field efforts, and prepares technical reports and resource eligibility recommendations. Mr. Elliott is also experienced in performing Native American consultation and authoring environmental documents pursuant to applicable federal, state, and local regulations in California. These documents emphasize compliance with the NEPA, Section 106 NHPA, and CEQA.

Mr. Elliott is a Registered Professional Archaeologist who exceeds the Secretary of the Interior's Professional Qualification Standards in both historic and prehistoric archaeology (36 CFR 61) and has specialized knowledge in the history and prehistory of the western United States. His Master's thesis consisted of an extensive Class I Prehistoric Overview of a 76,000-acre Bureau of Land Management (BLM) property, now part of the Berryessa Snow Mountain National Monument.

Mr. Elliott has recently been the principal investigator on a series of renewable energy projects in Washington, Oregon, Idaho, and California, including solar, wind, and hydroelectric projects, as well as wildfire fuel reduction projects in Fresno, Tulare, and Kern Counties and development projects in Placer, Butte, Nevada, and San Francisco counties. He also has performed hundreds of senior reviews on PG&E O&M cultural resources assessments in the San Joaquin Valley and surrounding areas.

Select Project Experience

BLM Sierra Nevada Fuel Reduction Surveys, Fresno, Tulare, and Kern Counties, CA. Principal Investigator (October 2018-present). Mr. Elliott serves as principal investigator and project manager for the Section 106 project, supervising fieldwork, site record production, report writing, and NRHP eligibility recommendations for 2,000 acres spread over nine survey areas in three counties.

Kaweah Hydroelectric Facility Relicensing Project, Tulare County, CA. Principal Investigator, Field Director (March-August 2018). Mr. Elliott served as the field director and principal investigator for the archaeological portion of the environmental compliance work required by FERC for Southern California Edison's Kaweah Hydroelectric Facility. This included re-recording approximately 30 sites, identifying 25 new sites, and surveying areas that extended along linear features such as flowlines, roads, and transmission lines.

Tule Penstock National Register Evaluation Project, Tulare County, California. Principal Investigator, Field Director (2016-2017).

EDUCATION

M.A., Sonoma State University, 2011
B.A., University of California Berkeley, 2006

REGISTRATIONS/CERTIFICATIONS

Register of Professional Archaeologists
SOI-Qualified Archaeologist

PROFESSIONAL AFFILIATIONS

Society for American Archaeology
Society for California Archaeology
Pacific Coast Archaeological Society

TRAINING

OSHA 24-hour HazWoper
Wilderness First Aid
Osteology

BOARD MEMBERSHIP

Preservation Sacramento



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2019

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 have ADDITIONAL INSURED provisions or 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 Brown & Brown Insurance Services of CA, Inc 3697 Mt. Diablo Blvd #100 Lafayette CA 94549-3745	CONTACT NAME: Richard Alesna PHONE (A/C, No, Ext): (510) 452-0458 FAX (A/C, No): (925) 297-2081 E-MAIL ADDRESS: ralesna@bbnca.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. NAIC # 11000 INSURER B: State Compensation Ins. Fund INSURER C: USLI Group 25895 INSURER D: INSURER E: INSURER F:
INSURED Tramutola LLC / TOLA Academy 191 Ridgeway Ave Oakland CA 94611	

COVERAGES **CERTIFICATE NUMBER:** 2019 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		57SBABF4438	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input 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 \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		57SBABF4438	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			57SBABF4438	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000
	DED RETENTION \$						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	Y/N	N/A	1193054-19	05/01/2019	05/01/2020	<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
C	Professional Liability			SP1566270B	06/20/2019	06/20/2020	Limit of Liability 1,000,000

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

Oakland Unified School District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance if required by written contract per form SS0008 with respects to the operations of the named insured. This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice, or 10 days for nonpayment of premium.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 1000 Broadway, Suite 680 Oakland CA 94607	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

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 78265	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED LAMPHIER - GREGORY, INC 1944 EMBARCADERO OAKLAND CA 94606-5213	INSURER A: Sentinel Insurance Company Ltd. 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 YY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	57 SBA BI2725	05/01/2019	05/01/2020	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" 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	X	X	57 UEC FM5322	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	57 WEC ZJ1272	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$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. Please see Additional Remarks Schedule Acord Form 101 attached.

CERTIFICATE HOLDER

Oakland Unified School District
 Facilities Planning & Management
 Attn: Juanita Hunter
 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 D. Castaneda

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AGENCY CUSTOMER ID: _____

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY HINDSIGHT INSURANCE SERVICES/PHS		NAMED INSURED LAMPHIER - GREGORY, INC 1944 EMBARCADERO OAKLAND CA 94606-5213	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Re: Project No. 3-1923, Project Name: Oakland Unified School District. Oakland Unified School District is an additional insured and coverage is primary and noncontributory per the Business Liability Coverage Form SS0008 and Commercial Auto Broad Form Endorsement HA9916, attached to these policies. Notice of Cancellation will be provided in accordance with Form SS1223, Form IH0313, and Form WC990394 attached to these policies. Waiver of Subrogation applies in favor of Oakland Unified School District per the Business Liability Coverage Form SS0008, Commercial Auto Broad Form Endorsement HA9916, and Waiver of Our Right to Recover from Others Endorsement WC040306, attached to these policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

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.

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PRODUCER CorRisk Solutions 180 N Stetson Ave Suite 4500 Chicago, IL 60601	CONTACT NAME: Karen Bronson	
	PHONE (AC, No. Ext): 312-637-8755 FAX (AC, No. Ext): E-MAIL ADDRESS: kbronson@corriskolutions.com	
INSURED Lamphier-Gregory, Inc. 1944 Embarcadero Oakland, CA 94606	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: New Hampshire Insurance Company	23841
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE AGGREGATE <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/>	N/A		DOES NOT APPLY			E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064990802-03	12/02/18	12/02/19	Per Occurrence: \$2,000,000 Annual Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

#3-1923

CERTIFICATE HOLDER**CANCELLATION**
 Oakland Unified School District
 955 High Street

Oakland, CA 94601

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

E. Allen



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Cole Administrative Center Project	Site	109
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 #		Title	President				
Street Address	1944 Embarcadero	City	Oakland	State	CA	Zip	94606
Telephone	510-535-6690	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	19119						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	10-11-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-29-2020
		New Date of Contract End (If Any)	- -20

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$121,200.00
Pay Rate Per Hour (If Hourly)	\$ 190	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
9450/9805	Fund 21, Measure J	210-9450-0-9805-8500-6289-109-9180-9905-9999-99999	6289	\$121,200.00

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.	Director, Facilities Planning and Management	Signature	Date Approved	7/15/19
2.	General Counsel, Department of Facilities Planning and Management	Signature <i>(as to form only)</i>	Date Approved	8/29/19
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	9/2/19
4.	Chief Financial Officer	Signature	Date Approved	
5.	President, Board of Education	Signature	Date Approved	