

Board Office Use: Legislative File Info.	
File ID Number	17-0566
Introduction Date	4-26-2017
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Empowering Students.

Memo

To Board of Education

From Devin Dillon, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Senior Business Officer *VH*
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date April 26, 2017

Subject Independent Contractor (Consultant) Agreement Under \$88,300 for Professional Services- Michael Baker International - Foster Educational Leadership Campus Project

Action Requested Approval by the Board of Education of an Independent Contractor (Consultant) Agreement Under \$88,300 for Professional Services, between the District and Michael Baker International, Oakland, CA., for the latter to provide CEQA services for the 1025 Ethel Moore Memorial Building and the Dewey Academy Multiple Purpose Room, in conjunction with the Foster Educational Leadership Campus Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing April 27, 2017 and concluding no later than December 31, 2017 in an amount not-to exceed \$56,670.00.

Discussion The District has obtained a Conditional Use Permit from the City of Oakland for CEQA Compliance Services.

LBP (Local Business Participation Percentage) 100%

Procurement Method Approval by the Board of Education of an Independent Contractor (Consultant) Agreement Under \$88,300 for Professional Services, between the District and Michael Baker International, Oakland, CA., for the latter to provide CEQA services for the 1025 Ethel Moore Memorial Building and the Dewey Academy Multiple Purpose Room, in conjunction with the Foster Educational Leadership Campus Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing April 27, 2017 and concluding no later than December 31, 2017 in an amount not-to exceed \$56,670.00.

Recommendation

Fiscal Impact Fund 21, Measure J

Attachments

- Independent Contractor(Consultant) Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Michael Baker International

Project Name: Foster Education Leadership Campus **Project No.:** 15124

Contract Term: Intended Start: 4/27/2017 Intended End: 12/31/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$56,670.00

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 Vendor selected?

Competitive bid/Interview

Summarize the services this Vendor will be providing.

CEQA Services for 1025/EMMB and Dewey Academy MPR

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:
1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

Educational Materials

~~Special Services~~ ^{N/A} Contracts for financial, economic, accounting, legal or administrative services

CUPCCAA Exception (Uniform Public Construction Cost Accounting Act)

Professional Service Agreements of less than \$86,000 (increases a small amount on January 1 of each year)

Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)

Emergency contracts

Technology contracts

electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

Western States Contracting Alliance Contracts (WSCA)

California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

"Piggyback" Contracts with other governmental entities

Perishable Food

Sole Source

Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price

Other, please provide specific exception

3) **Not Applicable - no exception - Project was competitively bid**

INDEPENDENT CONSULTANT AGREEMENT

Less Than \$88,300

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the **10th day of March** in the year **2017**, between the **Oakland Unified School District** ("District") and **Michael Baker International** ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at 1025 Ethel Moore Memorial Building and the Dewey Academy Multiple Purpose Room ("Project");

WHEREAS, the Consultant warrants that it is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis; and

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's reasonable satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

CEQA services for the 1025 Ethel Moore Memorial Building and the Dewey Academy Multiple Purpose Room.

2. **Term.** Consultant shall commence providing Services under this Agreement on **April 27, 2017**, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **December 31, 2017**. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Debarment Certification	Other: _____
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

Contract #11: Independent Consultant Less Than \$87,700 – OUSD- Michael Baker International - \$56,670.00

4. **Compensation.** District agrees to pay the Consultant for Services rendered in accordance to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to **a maximum amount not-to-exceed Fifty-six thousand, six hundred seventy dollars and no cents (\$56,670.00)** ("Contract Price"). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.
9. **Standard of Care.**
 - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California.

Contract #11: Independent Consultant Less Than \$87,700 – OUSD- Michael Baker International - \$56,670.00

All personnel shall have sufficient skill and experience to perform the work assigned to them.

10. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services or as may be required under the scope of work for compliance with CEQA law.
11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium except Consultant shall not be held liable for any re-use or modification by District of delivered work product for purposes outside of its original intent.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services rendered in accordance with this Agreement to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services rendered in accordance with the Agreement to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
 - 12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of defense costs incurred by District ("Claim"), to the extent caused by the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

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

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "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."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

21. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
25. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
26. **Confidentiality.** Except as may be required by law, the Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or

deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Tadashi Nakadegawa

Consultant

Michael Baker International
One Kaiser Plaza, Suite 1150
Oakland, CA 94612
Tel: 510-213-7914
ATTN: Tad Stearn

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
33. **Waiver of Consequential Damages.** In no event, shall District or Consultant be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connect with this Agreement.
34. **Force Majeure.** In no event shall either District or Consultant have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Date


Devin Dillon, Superintendent & Secretary, Board of Education

Date

Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel - General Counsel

3/23/17

Date

CONSULTANT



March 20, 2017

Date

Information regarding Consultant:

Consultant: Michael Baker International, Inc.
License No.: N/A
Address: 1 Kaiser Plaza, Suite 1150
Oakland, CA 94612
Telephone: (510) 879-0950
Facsimile: (510) 879-0969
E-Mail: tstearn@mbakerintl.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: Pennsylvania
 Limited Liability Company
 Other: _____

25-1228638 :
Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Contract #11: Independent Consultant Less Than \$87,700 – OUSD- Michael Baker International - \$56,670.00

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:


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

- a. By being insured against liability to pay compensation by 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, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: March 20, 2017

Proper Name of Consultant: Michael Baker International, Inc.

Signature: 

Print Name: Tad Stearn

Title: Vice President

(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 this Contract.)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither **Michael Baker International** nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 20th day of March 2017 for the purposes of submission of this Agreement.

By:



Signature

Tad Stearn

Typed or Printed Name

Vice President

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

** The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils. ** No site visits are planned, anticipated or part of the scope of work

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: March 20, 2017

Proper Name of Consultant: Michael Baker International, Inc.

Signature: 

Print Name: Tad Stearn

Title: Vice President

Contract #11: Independent Consultant Less Than \$87,700 - OUSD- Michael Baker International - \$56,670.00

EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK]

EXHIBIT A

February 23, 2017

Aboudi Kabbani
OAKLAND UNIFIED SCHOOL DISTRICT
1000 Broadway, Suite 680
Oakland, CA 94607

RE: REVISED SUBMITTAL FOR TWO DISTRICT PROJECTS

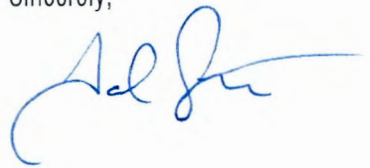
Dear Mr. Kabbani:

Thank you for allowing us to submit our revised proposal for the 1025 EMMB and the Dewey Academy projects. Based on our conversation we believe that it would be best to separate the two projects and California Environmental Quality Act (CEQA) documents. As such, we outline below the CEQA strategy for **Project A, 1025 EMMB** and **Project B, Dewey Academy**.

Our teaming commitments, evolving strategies and project managements as outlined in our previous letter still stand. We believe that it would be helpful for the District to draft a Project Management Plan. We can assist the District draft one by meeting with District staff and helping to map studies and milestones needed to complete the projects in an expedient manner. We believe that this tool will help the District track the different projects and provide relief to District staff by having a central document for all necessary tracks.

This bid proposal is valid for a 90-day period and proposed staff are available to begin work on the agreement. Please contact Florentina Craciun at (510) 213-7915 or fcraciun@mbakerintl.com with any questions regarding our submittal.

Sincerely,



Tad Stearn
Office Executive



Florentina Craciun, AICP
Project Manager

PROJECT APPROACH A: HISTORIC REMODEL

We understand the District is proposing to remodel two existing historic buildings, which are the property of the District. The buildings are located at 1025 EMMB and they will be used as office space. It is our understanding that the District will pursue a Conditional Use Permit from the City of Oakland, and that the City will accept the District’s CEQA compliance document.

CATEGORICAL EXEMPTION

Pursuant to CEQA Guidelines Section 15300, the project could be categorically exempt based on CEQA Exemption 15331, Class 31, Historical Resources Restoration/ Rehabilitation. Class 31 consists of “projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.”

There are certain exceptions to the exemption, as outlined in the table below, which could apply to the project. Through the process of reviewing the prepared technical studies and proposed remodel we will determine if any of the exceptions apply to the project.

Exceptions to the Class 31 Exemption	Potential Issues	Methods to Address Challenge
(b) Cumulative Impact. Exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time, is significant.	To be determined	To be determined
(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.	To be determined	To be determined
(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.	Exempt	N/A
(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.	To be determined	GeoTracker database
(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.	To be determined	To be determined

FOCUSED ENVIRONMENTAL IMPACT REPORT

If the technical studies determine that the project has the potential to impact environmental resources, we will prepare a Focused Environmental Impact Report. We will make this determination as early as possible to adjust the schedule as needed.

STATEMENT OF UNDERSTANDING

Michael Baker's approach to the project is based on the following goals:

- Prepare a detailed and accurate project description using information provided by the District.
- Prepare technical studies for the administrative record to complete a legally adequate Notice of Exemption (NOE) for CEQA compliance.
- Provide the District decision-makers with an accurate and unbiased review of the proposed project and its environmental implications.
- Work diligently to identify issues and find solutions that meet District needs.

BASIC ASSUMPTIONS

Our work will be based on the following assumptions:

- We will focus on moving the project forward as expeditiously as possible, while providing the District decision-makers with complete and accurate information.
- We will keep the District apprised of our work throughout the project and will assume unless specifically notified that we are working with your approval.

WORK PLAN

This work plan identifies the necessary steps to achieve CEQA compliance for Project A.

Technical Analyses

After receiving the notice to proceed, we will prepare the following technical analyses. These analyses will be used to support the conclusion that the project is exempt from CEQA because it meets all the qualifications for Exemption Class 31.

Cultural Resources

We will review the District's prepared historical evaluation and will provide a memorandum outlining our conclusions. The memorandum will also outline the specific Secretary of the Interior standards that must be included in the building remodel and outline elements that must be retained to preserve historic integrity.

Draft Categorical Exemption Memo and NOE

We will incorporate the technical analysis into a Categorical Exemption memorandum that demonstrates the project is exempt from CEQA, and we will prepare any forms required by the District, including legal notices. The analysis will contain the following information:

- **Project Description:** This section will include the project location and purpose.
- **Environmental Setting:** This section briefly describe the project area setting.
- **Exempt Status:** This section will explain the exemption status.
- **Reason Why the Project Is Exempt:** This section will show how the project meets exemption class conditions. It will describe project compliance with all conditions outlined in CEQA Guidelines Section 15331.
- **Construction Impacts:** The document will include a discussion of potential project construction impacts. The project will implement Best Management Practices (BMPs) to minimize any impacts from project construction. BMPs would include noise and dust abatement measures, and other measures as needed.
- **Notice of Exemption Form:** We will prepare the form needed for the NOE.

One round of District comments and Michael Baker edits and revisions is included under the draft Categorical Exemption memo and NOE.

Final Categorical Exemption Memo and NOE

Upon receiving comments on the draft Categorical Exemption memo, we will address them and resolve any outstanding issues. We will then prepare the NOE for filing. The NOE is a public notice; the Categorical Exemption memo is for the decision-makers' administrative record and does not need to be made public.

We will prepare and submit electronic copies to the District. The District will be responsible for filing the NOE with the County Clerk and paying the required fee, unless otherwise requested. Filing the NOE with the County Clerk starts a 35-day statute of limitations period on legal challenges. If a NOE is not filed, a 180-day statute of limitations will apply. We can serve as the point of contact for further questions or District needs, if requested.

This scope includes attendance at one District board meeting, three City of Oakland public meetings, as well as response to comments during the City of Oakland permitting process.

SCHEDULE

Michael Baker is prepared to kick off the project immediately and will mobilize resources to meet District needs. The schedule will depend on the notice to proceed; however, we can complete the scope of work within **eight (8) weeks** after receiving the notice to proceed. We will work diligently to meet our schedule and to expedite it whenever possible. The schedule may be refined based on scope negotiations and a more detailed review of work tasks and assumptions. The schedule is dependent on receipt of sufficient information from the District to gain a full understanding of the project's scope.

February 23, 2017

Aboudi Kabbani
OAKLAND UNIFIED SCHOOL DISTRICT
1000 Broadway, Suite 680
Oakland, CA 94607

RE: REVISED SUBMITTAL FOR TWO DISTRICT PROJECTS

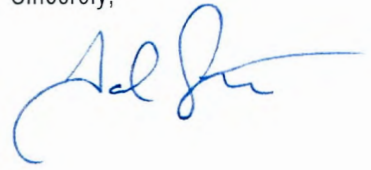
Dear Mr. Kabbani:

Thank you for allowing us to submit our revised proposal for the 1025 EMMB and the Dewey Academy projects. Based on our conversation we believe that it would be best to separate the two projects and California Environmental Quality Act (CEQA) documents. As such, we outline below the CEQA strategy for **Project A, 1025 EMMB** and **Project B, Dewey Academy**.

Our teaming commitments, evolving strategies and project managements as outlined in our previous letter still stand. We believe that it would be helpful for the District to draft a Project Management Plan. We can assist the District draft one by meeting with District staff and helping to map studies and milestones needed to complete the projects in an expedient manner. We believe that this tool will help the District track the different projects and provide relief to District staff by having a central document for all necessary tracks.

This bid proposal is valid for a 90-day period and proposed staff are available to begin work on the agreement. Please contact Florentina Craciun at (510) 213-7915 or fcraciun@mbakerintl.com with any questions regarding our submittal.

Sincerely,



Tad Stearn
Office Executive



Florentina Craciun, AICP
Project Manager

PROJECT B: DEWEY ACADEMY

We understand that the District is proposing to construct new facilities and relocate Dewey Academy on land that will be purchased from the City of Oakland. Based on preliminary review of the project site and documents, we believe that the project could qualify for a Categorical Exemption under Exemption Class Exemption Class 32, Infill Development (CEQA Section 15332). Therefore, the project will require an NOE for CEQA compliance.

BASIC ASSUMPTIONS

Our work will be based on the following assumptions:

- We will focus on moving the project forward as expeditiously as possible, while providing the District decision-makers with complete and accurate information.
- We will keep the District apprised of our work throughout the project and will assume unless specifically notified that we are working with your approval.

WORK PLAN

This work plan identifies the necessary steps to achieve CEQA compliance for the project.

Technical Analyses

After receiving the notice to proceed, we will prepare the following technical analyses. These analyses will be used to support the conclusion that the project is exempt from CEQA because it meets all the qualifications for Exemption Class 32.

Air Quality

We will prepare the air quality analysis based on the traffic calculations described in that section (described below). We will identify the Bay Area Air Quality Management District's (BAAQMD) thresholds for both construction source emissions (including all grading and construction activities) and emissions associated with long-term operation. We will quantify air quality pollutant emissions and compare them to the BAAQMD's recommended significance thresholds using the California Emissions Estimator Model (CalEEMod) computer program and to published emission factors obtained from the US Environmental Protection Agency and the California Air Resources Board. This scope does not include a health risk assessment. Localized concentrations of odorous emissions are anticipated to be minor and will be qualitatively discussed. Field monitoring of meteorology and pollutant emissions is not anticipated to be required and has not been included in this scope.

We will assess the project's cumulative contribution to local and regional air quality impacts in accordance with the BAAQMD's recommended methodologies based, in part, on the project-specific impact analyses and consistency with air quality attainment and maintenance efforts which will reference the analysis and conclusions of applicable regional and local plans.

Biological Resources

Given the existing developed/urban conditions of the project area, biological resource impacts would be limited to disturbances of birds in the trees along the site's perimeter during construction. We will search statewide databases that include specific information on previously documented special-status species occurrences on or near the project area,

including the California Department of Fish and Wildlife's California Natural Diversity Database, the US Fish and Wildlife Service's online species lists, and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants, for information on previously documented local occurrences of special-status species.

Noise

We will describe the existing noise environment, including nearby noise sources and noise-sensitive receptors, based on existing information. To assess potential construction noise impacts, we will identify sensitive receptors and their relative exposure to the proposed project area considering topographic barriers and distance. We will determine noise levels of specific construction equipment and will calculate resultant noise levels at nearby receptors. We will assess long-term transportation noise impacts attributable to the project. We will summarize and present the potential increases in traffic noise and will qualitatively describe the expected increase in noise from expanded school use.

Traffic

Our traffic assessment is based on the assumption that increase in enrollment would be minimal. Using the Institute of Traffic Engineers (ITE) Trip Generation Manual, we will estimate the increase in traffic from the expanded capacity of the school. We will compare this increased traffic to the General Plan's expected buildout and the City of Oakland's current levels of service on certain roadway segments near the existing facility. We will qualitatively describe the impact of the additional students to the local roadways and show how it would not exceed the City's significance threshold for traffic. If the District elects to conduct a traffic study, we can provide a scope of work and timeline upon request.

Water Quality

This analysis will identify and address issues related to water quality. We will describe current drainage features, flooding conditions, and City of Oakland standards, policies, and requirements related to storm drainage and flooding (e.g., National Pollutant Discharge Elimination System stormwater quality requirement). We will describe how drainage and water quality impacts would be addressed through existing standards and policies, and how existing conditions could be impacted by the introduction of new paved areas.

Potential Significant Impacts

If the technical studies determine that the project has the potential to impact environmental resources, and those impacts cannot be lessened via project design measures, we will prepare an Initial Study/Mitigated Negative Declaration (IS/MND). We will make this determination as early as possible to adjust the schedule as needed.

Draft Categorical Exemption Memo and NOE

We will incorporate the technical analyses into a Categorical Exemption memorandum that demonstrates the project is exempt from CEQA, and we will prepare any forms required by the District, including legal notices. The analysis will contain the following information:

- **Project Description:** This section will include the project location and purpose.
- **Environmental Setting:** This section briefly describe the project area setting.
- **Exempt Status:** This section will explain the exemption status.

- **Reason Why the Project Is Exempt:** This section will show how the project meets exemption class conditions. It will describe project compliance with all conditions outlined in CEQA Guidelines Section 15332.
- **Construction Impacts:** The document will include a discussion of potential project construction impacts. The project will implement Best Management Practices (BMPs) to minimize any impacts from project construction. BMPs would include noise and dust abatement measures, and other measures as needed.
- **Notice of Exemption Form:** We will prepare the form needed for the NOE.

One round of District comments and Michael Baker edits and revisions is included under the draft Categorical Exemption memo and NOE.

Final Categorical Exemption Memo and NOE

Upon receiving comments on the draft Categorical Exemption memo, we will address them and resolve any outstanding issues. We will then prepare the NOE for filing. The NOE is a public notice; the Categorical Exemption memo is for the decision-makers' administrative record and does not need to be made public.

We will prepare and submit electronic copies to the District. The District will be responsible for filing the NOE with the County Clerk and paying the required fee, unless otherwise requested. Filing the NOE with the County Clerk starts a 35-day statute of limitations period on legal challenges. If a NOE is not filed, a 180-day statute of limitations will apply. We can serve as the point of contact for further questions or District needs, if requested.

SCHEDULE

Michael Baker is prepared to kick off the project immediately and will mobilize resources to meet District needs. The schedule will depend on the notice to proceed; however, we can complete the scope of work within **six (6) weeks** after receiving the notice to proceed. We will work diligently to meet our schedule and to expedite it whenever possible. The schedule may be refined based on scope negotiations and a more detailed review of work tasks and assumptions. The schedule is dependent on receipt of sufficient information from the District to gain a full understanding of the project's scope.

EXHIBIT "B"
Hourly Personnel Rates
and
Schedule of Fees and Charges

[INCLUDE/ATTACH CONSULTANT'S RATE SCHEDULE (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/14/2017

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 Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Michael Baker International, Inc. Formerly Pacific Municipal Consultants (PMC) 2729 Prospect Park Drive, Suite 220 Rancho Cordova CA 95670 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C: National Union Fire Ins Co of Pittsburgh		19445
	INSURER D: Lloyd's Syndicate No. 2623		AA1128623
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570065742079 **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. Limits shown are as requested

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB2681004145716	08/30/2016	08/30/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-681-004145-726	08/30/2016	08/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE060476715	08/30/2016	08/30/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<input checked="" type="checkbox"/> 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	WA768D004145776 AOS WC7681004145786 WI	08/30/2016 08/30/2016	08/30/2017 08/30/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary			QC1602675 Professional & Pollution SIR applies per policy terms & conditions	08/31/2016	08/31/2017	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For Named Insured Only: Attn: Pam warfield. RE: 1025 Ethel Moore Memorial Building & Dewey Academy Multiple Purpose Room, Oakland, CA. Oakland Unified School District, State of California, their representatives, employees, trustees, officers and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Should General Liability Automobile Liability workers' Compensation and Professional Liability policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland CA 94601 USA	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 <i>Aon Risk Services Central Inc.</i>





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570065742079			
CARRIER See Certificate Number: 570065742079	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

provisions.

Policy Number TB2-681-004145-716
 Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of item 4. Other Insurance of SECTION IV of this policy will govern.

Policy Number: AS2-681-004145-726
 Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIERS COVERAGE FORM
 TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number AS2-681-004145-726
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We will not cancel this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed or delivered to those listed in the schedule below at least:

- a. 15 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b. 30 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance ~~afforded by this policy for any other reason.~~

NAME	ADDRESS
Commonwealth of Pennsylvania Department of Transportation	400 North Street, 7th Floor Harrisburg, PA 17120

Policy Number TB2-681-004145-716
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL CHANGE IN COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Schedule

Name: Commonwealth of Pennsylvania Department of Transportation	Address: 400 North Street, 7 th Floor Harrisburg, PA 17120	Number of Days: 30
---------------------------------------------------------------------------	------------------------------------------------------------------------------------	---------------------------

We will not cancel this policy nor make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed by certified mail, return receipt requested to those scheduled above at least:

1. 15 days before the effective date of cancellation, if we cancel for non-payment of premium; or
2. the number of days indicated in the Schedule above before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason.

NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 15 days before the effective date of the cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation
- b) 30 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below

Name	Address
Commonwealth of Pennsylvania Department of Transportation	400 North Street, 7th Floor Harrisburg, PA 17120

In no event will the notification be less than the minimum number of days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No WA7-68D-004145-776 Effective Date

Premium \$

Issued to Michael Baker International LLC

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize Aon the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Assured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Assured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.
- (4) As used in this endorsement:
 - (i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.
 - (ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms, clauses and conditions remain unchanged.



ROUTING FORM

Project Information

Project Name Foster Education Leadership Campus

Site 310

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist

- Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Table with contractor details: Contractor Name (Michael Baker International), OUSD Vendor ID # (V070350), Address (One Kaiser Plaza, Suite 1150 Oakland, CA 94612), Telephone ((510) 213-7914), Policy Expires (8-30-2017), Contractor History (Previously been an OUSD contractor? Yes), OUSD Project # (15124)

Term

Table with term dates: Date Work Will Begin (4/27/2017), Date Work Will End By (12/31/2017)

Compensation

Table with compensation details: Total Contract Amount, Total Contract Not To Exceed (\$56,670.00), Pay Rate Per Hour, If Amendment, Changed Amount, 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.

Table with budget details: Resource # (9450), Funding Source (Fund 21, Measure J), Org Key (3109905890), Object (5825), Amount (\$56,670.00)

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.

Approval routing table with 5 rows: 1. Division Head (Director, Department of Facilities Planning and Management), 2. General Counsel, 3. Deputy Chief, 4. Senior Business Officer, 5. President, Board of Education. Includes signatures and dates (3/20/17, 3/23/17).

SS