

Board Office Use: Legislative File Info.	
File ID Number	18- 0850
Introduction Date	4-25-2018
Enactment Number	18-0717
Enactment Date	4/25/18 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Roland Broach, Interim Chief, Facilities Planning and Management

**Board Meeting Date** April 25, 2018

**Subject** Amendment No. 1 Independent Consultant Agreement - Michael Baker International - Foster Educational Leadership Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, for an Independent Consultant Agreement between the District and Michael Baker International, Oakland, CA, for the latter to provide CEQA services for 1025 Ethel Moore Memorial Building and the Dewey Academy Campus Project, and to extend the ending date from December 31, 2017 to October 1, 2019. All remaining portions of the agreement shall remain in full force and effect.  
\*Agreement approved April 26, 2017; File No. 17-0566; Enactment No. 17-0487

**Discussion** The end date of original contract needed to extend 22 months, due to city of Oakland Preservation Historic Board and Department of Inspection and Planning review process.

**LBP** (Local business participation percentage) 0.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1, for an Independent Consultant Agreement between the District and Michael Baker International, Oakland, CA, for the latter to provide CEQA services for 1025 Ethel Moore Memorial Building and the Dewey Academy Campus Project, and to extend the ending date from December 31, 2017 to October 1, 2019. All remaining portions of the agreement shall remain in full force and effect.  
\*Agreement approved April 26, 2017; File No. 17-0566; Enactment No. 17-0487

**Fiscal Impact** N/A

**Attachments**

- Amendment No. 1, including scope of work
- Insurance Certificate



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

Legislative File ID No. 18-0850

Department: Facilities Planning and Management

Vendor Name: Michael Baker International

Project Name: Foster Educational Leadership Complex Project No.: 15124

Contract Term: Intended Start: 5/25/2017 Intended End: 10/1/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$0.00

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?

Summarize the services this Vendor will be providing.

CEQA Services.

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** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (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**



## AMENDMENT NO. 1 TO AN AGREEMENT FOR INDEPENDENT CONSULTANT AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Michael Baker International** OUSD entered into an Agreement with CONTRACTOR for services on April 27, 2017 and the parties agree to amend that Agreement as follows:

1.	<b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <b><u>The scope of work to provide CEQA services for 1025 Ethel Moore Memorial Building and the Dewey Academy Multiple Purpose Room</u></b></p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>22 months</u>, and the amended expiration date is <u>October 31, 2019</u>.</p>			
3.	<b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is</p> <p><input type="checkbox"/> increase of _____ to the original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the contract total is <b>\$-0-</b></p>			

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

5. **Amendment History:**

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_ 4/26/18  
 Aimee Eng, President, Board of Education Date

\_\_\_\_\_ 4/26/18  
 Kyla Johnson-Trammell, Superintendent Secretary, Board of Education Date

**CONTRACTOR**

\_\_\_\_\_ 4/10/2018  
 Contractor Signature Date

Paul Junker, Associate Vice President  
 Print Name, Title

\_\_\_\_\_  
 Roland Broach, Interim Deputy Chief Facilities, Planning and Management Date

  
 \_\_\_\_\_  
 Marion McWilliams, Date 4/18/18  
 General Counsel, Facilities, Planning and Management

**EXHIBIT "A" Scope of Work**

**Contractor Name: Michael Baker International**

**Billing Rate: -0-**

1. Description of Services to be Provided

The scope of work to provide CEQA services for 1025 Ethel Moore Memorial Building and the Dewey Academy Multiple Purpose Room .

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

\_\_\_\_\_  
 Cesar Monterrosa  
 Director of Facilities Planning & Management

April 11, 2018

Ms. Karen Bullocks  
Facilities Planning & Management  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
955 High Street  
Oakland, CA 94601

**RE: AMENDMENT I TO THE AGREEMENT FOR ETHEL MOORE & DEWEY  
ACADEMY CEQA PROJECTS AND VENDOR SIGNATORY AUTHORIZATION  
LETTER**

Dear Ms. Bullocks:

Enclosed please find the signed amendment for the above project for processing, as well as the current insurance certificate and a corporate Board Resolution showing the signature authority of the various officers of Michael Baker International. You will find Mr. Junker listed on page 8 of the resolution.

Therefore, please accept this letter as the requested Vendor Signatory Authorization Letter requested in your email.

Upon final approval and signature of the amendment, kindly return a copy to us via email or mail to:

Pam Warfield  
Michael Baker International, Inc.  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670

If by email: [pwarfield@mbakerintl.com](mailto:pwarfield@mbakerintl.com)

Thank you for allowing Michael Baker International to be of service to the Oakland USD on this project. We greatly appreciate the opportunity.

If I may be of assistance in any way, please contact me at email address [pwarfield@mbakerintl.com](mailto:pwarfield@mbakerintl.com) or by telephone at (916) 231-3353.

Sincerely,



Contracts Administrator

# Written Consent in Lieu of a Meeting of the Board of Directors of Michael Baker International, Inc.

30-Jun-17

The undersigned, being the Board of Directors (the Board) of Michael Baker International, Inc. a Pennsylvania General Corporation (the Corporation), pursuant to Section 1727(b) of the Business Corporation Law and the Corporation's governance documents, hereby consent to and adopt the following resolutions in lieu of a meeting:

## Appointment of Officer(s)

WHEREAS, the Board has determined that it is in the best interest of the Corporation to ratify, confirm and approve the appointment of the person(s) to the positions set forth opposite their respective names on Exhibit A attached hereto and made a part hereof, and to remove any person(s) not named on Exhibit A attached hereto.

NOW THEREFORE, BE IT RESOLVED, the person(s) be and hereby are elected to the positions set forth opposite their respective names on Exhibit A attached hereto and made a part hereof, to hold such position until the earlier election and qualification of their respective successors or until their earlier resignation or removal (collectively the Appointed Officer(s)), and any person(s) not named on Exhibit A attached hereto, be and hereby is, removed as an Officer of the Corporation;

FURTHER RESOLVED, that all acts previously, concurrently and subsequently taken by the Appointed Officers from the date of his or her assumption to the position to the date hereof in the capacity of the position set forth opposite their respective names are hereby expressly confirmed, ratified, approved and authorized in all respects as actions of the Corporation;

## General Authorization

FURTHER RESOLVED, that the Officer(s) of the Corporation, or any later designated Officer(s), hereby are authorized, in the name and on behalf of the Corporation, to take such further actions and to execute and deliver such further instruments, certificates or documents in the name of the Corporation, and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as shall, in the opinion of the Officer(s) of the Corporation executing the same may determine to be necessary or advisable in order to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions (such determination to be conclusively, but not exclusively, evidenced by the taking of such actions or the execution of such instruments, certificates or documents by any such Officer(s));

FURTHER RESOLVED, that any actions taken by the Shareholder(s), Director(s), or Officer(s) of the Corporation on or prior to the date of the foregoing resolutions that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of this Corporation;

FURTHER RESOLVED, that the execution of this Written Consent and delivery thereof by facsimile or electronic signatures shall be sufficient for all purposes and shall be binding upon any party who so executes;

FURTHER RESOLVED, this Written Consent may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same Written Consent; and

FINALLY RESOLVED, that an executed copy of this Written Consent shall be filed with the minutes of the proceedings of the Board.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first above written.

Directors

By:  \_\_\_\_\_

Name: Thomas J. Campbell

By:  \_\_\_\_\_

Name: Brian A. Lutes

By:  \_\_\_\_\_

Name: Dale R. Spaulding

By:  \_\_\_\_\_

Name: H. James McKnight

By:  \_\_\_\_\_

Name: James M. Kempson

By:  \_\_\_\_\_

Name: Matthew C. Lamont

[Signature page to Written Consent in Lieu of a Meeting of the Board of Directors of Michael Baker International, Inc.]

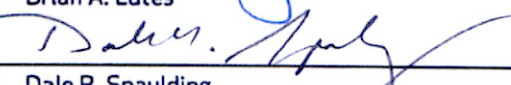


IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first above written.

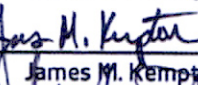
Directors

By: \_\_\_\_\_  
Name: Thomas J. Campbell

By:  \_\_\_\_\_  
Name: Brian A. Lutes

By:  \_\_\_\_\_  
Name: Dale R. Spaulding

By:  \_\_\_\_\_  
Name: H. James McKnight

By:  \_\_\_\_\_  
Name: James M. Kempton

By:  \_\_\_\_\_  
Name: Matthew C. Lamont

[Signature page to Written Consent in Lieu of a Meeting of the Board of Directors of Michael Baker International, Inc.]

## Appendix A

Thomas J. Campbell	Chairman
Brian A. Lutes	President & Chief Executive Officer
Dale R. Spaulding	Executive Vice President & Chief Operating Officer
Else A. Roger	Executive Vice President & Chief Information Officer
H. James McKnight	Executive Vice President, Chief Legal Officer & Corporate Secretary
James M. Kempton	Executive Vice President, Chief Financial Officer & Treasurer
James M. Twomey	Executive Vice President & National Practice Lead, Highways
Jeffrey J. Campbell	Executive Vice President & Chief Client Officer
Leanna Anderson	Executive Vice President & Chief Communications Officer
Penny Mercadante	Executive Vice President & Chief Human Resources Officer
Andrea Ryon	Senior Vice President & Office Executive, Alexandria
Anna Y. Lantin	Senior Vice President & Regional Director, West Region
Beth A. Drylie	Senior Vice President & Office Executive, Virginia Beach
Cory A. Wilder	Senior Vice President & National Practice Lead, Pipeline Engineering
David P. Thompson	Senior Vice President & Regional Director, Mid-Atlantic
Frank D. Terak	Senior Vice President, Federal Markets
Fredrick M. Muncy	Senior Vice President & Mid Atlantic Practice Lead, Water Supply/Wastewater
Gregory N. Fredrickson	Senior Vice President & National Practice Lead, Aviation
H. Dan Cessna	Senior Vice President & Regional Director, Pennsylvania Headquarters
Jeffrey A. Baker	Senior Vice President & Regional Director, Mountain
Jeffrey Sparrow	Senior Vice President & National Market Lead, FEMA
Jennifer C. Lewis	Senior Vice President & Regional Director, Southeast Region
John C. Dietrick	Senior Vice President & National Practice Lead, Bridges
Juan Contreras	Senior Vice President & Regional Director, Gulf Region
Kenton P. Zinn	Senior Vice President & Regional Director, Great Lakes Region
Mark B. Mullins	Senior Vice President, Professional Services
Matthew C. Lamont	Senior Vice President & National Practice Lead, Architecture
Michael A. Tylman	Senior Vice President & Office Executive, Irvine & Assistant Corporate Secretary
Michael Brescia	Senior Vice President & Regional Director, Northeast
Michael J. Conaboy	Senior Vice President & National Water Practice Lead
Richard A. Robyak	Senior Vice President & Office Executive, Moon Township
Robert D. Schlesinger	Senior Vice President & Office Executive, San Diego
Robert J. Hanson	Senior Vice President & National Practice Lead, Geospatial
Susan J. Harden	Senior Vice President & National Practice Lead, Planning
Theodore J. Williams	Senior Vice President, Director, Engineering Operations Finance
Thomas J. Zagorski	Senior Vice President & National Practice Lead, Construction Services

Todd E. Lynn	Senior Vice President & Corporate Controller
A. Paul Gluck	Vice President & Office Executive, Cleveland
Adam Jones	Vice President & Assistant Corporate Controller
Allen Wainger	Vice President & Practice Manager, GIT
Anna C. Grimes	Vice President & Civil Engineering Manager
Anthony M. Machi	Vice President, Shared Services
Bradley R. Mielke	Vice President & Structures Manager
Brian C. Russell	Vice President & Office Executive, Jacksonville
Brian K. Oliver	Vice President & Project Manager, Land Development
Chad R. Davis	Vice President & Practice Manager, Infrastructure
Charles F. Duggar	Vice President & Office Executive, Baton Rouge
Christine S. Mayernik	Vice President & Business Developer, Oil and Gas
Craig Eddy	Vice President & Office Executive, Richmond
Craig Johnson	Vice President & Project Manager, Land Development
Darin P. Johnson	Vice President & Office Executive, Riverside
Darren K. Riegler	Vice President & Office Executive, Hamilton
David Dawson	Vice President & Director of Financial Planning & Analysis
David Jula	Vice President & Office Executive, Lakewood
Don M. Treude	Vice President, GCR Business Development
Dwain G. Hathaway	Vice President & Office Executive, Cary
Edward Stearn	Vice President & Office Executive, Northern California
Eric D. Frary	Vice President & Office Executive, Horsham
Fabio Escobar Jr.	Vice President & Project Manager, Land Development
Gary Warkentin	Vice President & Transportation Planning Manager
Glenn A. Lajoie	Vice President & Department Manager, Planning
Greg E. Cerminara	Vice President & Practice Manager, Transportation
Gregory G. Smay	Vice President, Tax
Harold Chappell	Vice President, Specialized Construction
Harold E. Linnenkohl	Vice President & Business Developer
James A. Sinnema	Vice President & Department Manager, Land Development
James B. Williams	Vice President & Office Executive, Louisville
James R. Haughey	Vice President & Regional Practice Lead, ADM
Jeffrey C. Barfield	Vice President & Project Manager, Planning
Jerome A. Ruddins II	Vice President & Department Manager, Construction Management
Jill G. Bell	Vice President & Assistant Treasurer
John Andrew	Vice President & Landscape Architecture Manager
John D. Tanner III	Vice President & Office Manager
John H. Harris	Vice President & Department Manager, Water Supply/Wastewater
John McCarthy	Vice President & Department Manager, Surface Water
John Nagle	Vice President & Project Manager, Water Supply/Wastewater
John P. O'Neil	Vice President & Office Executive, Chicago

John V. Walsh	Vice President & Office Executive, Columbia
John W. Mentz	Vice President & Department Manager, Environmental Compliance
Jorge M. Suarez	Vice President & Director, Structural Engineering
Kevin J. Gustorf	Vice President & Office Executive, Northern California
Kurt D. Fritz	Vice President & Office Executive, Idaho Falls
Lawrence L. Truman	Vice President & Department Manager, Survey/Mapping
Lois M. Muller	Vice President & Program Manager
Lori Stump-Ganter	Vice President & Director, Continuous Improvement
Lorna Parkins	Vice President, Transportation Planning
Magdy M. Hagag	Vice President & Office Executive, Newark
Maher Sidani	Vice President, Transportation - Chief Engineer
Mark A. Childs	Vice President, Cost Management
Mark E. Kistler	Vice President & Operations Manager V
Mary Anne Buvens	Vice President & Director, Learning and Development
Mary Jo Hamman	Vice President & Office Executive
Matthew J. Vernon	Vice President & Office Manager
Mauricio M. Iacuzzi	Vice President & Project Manager, Land Development
Michael E. Schwier	Vice President & Office Executive, Tallahassee
Michael H. Stengel	Vice President & Office Executive, Little Rock
Michael J. Bruz	Vice President & Transportation Engineering Manager
Michael S. Arens	Vice President & Office Executive, Utah
Michael S. Sutton	Vice President & Office Manager
Nick W. Papac	Vice President & Department Manager, Construction Management
Philip O. Carter	Vice President & Office Executive, Rancho Cordova
Raymond P. Wattras	Vice President & Business Developer, Environmental
Richard A. Lucera	Vice President & Department Manager, Surface Water
Richard B. Beck	Vice President & Natural Resources/Regulatory Manager
Richard Carrell	Vice President & Department Manager, Land Development
Robert R. Gehrke	Vice President & Project Manager, Land Development
Ronald B. Craig	Vice President & Regional Practice Lead, Water Supply/Wastewater
Russell E. Hall	Vice President & Office Executive, Charleston
Sam S. Darghous	Vice President & Program Manager, Border/DHS/Aviation
Scott M. Delesdernier	Vice President & Office Executive, New England Operations
Scott M. Taylor	Vice President & Senior Engineer - Surface Water
Shawn Snisarenko	Vice President & Office Executive, Anchorage
Stephen M. Hammel	Vice President & Business Development Manager, Pittsburgh
Stephen W. Wragg	Vice President & Department Manager, Planning
Steven B. Burick	Vice President & Project Manager, Structures
Steven Bein	Vice President & Department Manager, GIT
Steven J. Huff	Vice President & Transportation Practice Lead, Southern California
Steven L. Barber	Vice President & Office Executive, Harrisburg

Thomas C. Carmody	Vice President & Project Manager, Land Development
Thomas D. Montgomery	Vice President & Office Executive, Norcross
Thomas Donatelli	Vice President & Business Developer, Pittsburgh
Thomas J. McGill	Vice President & Natural Resources Manager
Timothy E. Quillman	Vice President & Office Executive
Timothy M. Thiele	Vice President & Office Manager
Trudi Lim	Vice President & Department Manager, Land Development
Victor J. Siaurusaitis	Vice President & Office Executive, Baltimore
Vincent A. Thompson, II	Vice President & Assistant General Counsel
William G. Cox	Vice President & Department Manager, Survey/Mapping
William Marman	Vice President & Office Executive, New York
William R. Balentine	Vice President & Office Executive, Ridgeland
William S. Shiderly	Vice President & US Army/USACE National Market Lead
Aaron J. Morris	Associate Vice President & LIDAR Services Director
Aaron Stover	Associate Vice President & Department Manager, Structures (Transportation)
Albert Vincent Warot	Associate Vice President & Operations Manager
Albert W. Bowman	Associate Vice President & Operations Manager - Transportation
Alfonso Riera	Associate Vice President & Business Developer, Federal
Anas Alkhatib	Associate Vice President & Department Manager, Construction Services
Brad J. Homan	Associate Vice President & Practice Manager, Aviation
Bruce E. Preston	Associate Vice President & Department Manager, Architecture
Bryan D. Mouser	Associate Vice President & Transportation Operations Manager
Carl V. Jeffreys	Associate Vice President & Technical Manager, Environmental Restoration Sub-Pr
Chadwick D. Huffines	Associate Vice President & Construction Services Manager
Christopher D. Caputi	Associate Vice President & Technical Manager, Environmental Compliance
Christopher L. Alberts	Associate Vice President & Department Manager, Survey/Mapping
Christopher Tagert	Associate Vice President & Department Manager, Water/Planning/GIT
Dale L. Gray	Associate Vice President & Program Manager, FEMA
David A. Frey	Associate Vice President & Director, Transportation
David B. Tudryn	Associate Vice President & Chief Architect, New England
David Fekete	Associate Vice President & Director, Geospatial/Survey
David J. Mastalski	Associate Vice President & Billing Manager
David L. Stephens	Associate Vice President & Technical Manager, Building Design
David Schaarsmith	Associate Vice President & Practice Manager, Planning
Derek M. Christianson	Associate Vice President & Department Manager, Transportation
Don P. Joiner	Associate Vice President & Technical Manager, Environmental Compliance
Eddie G. Torres	Associate Vice President & Project Manager, Environmental
Elizabeth Krousel	Associate Vice President & Project Manager, Water Quality
George Riedel	Associate Vice President & Emergency Management and Hazard Mitigation Lead
Heather H. Ivester	Associate Vice President & Office Manager - MA
Helen R. Tison	Associate Vice President & Operations Manager, Roadways

Jacob Watson	Associate Vice President & Department Manager, Building Design
James A. Frazier	Associate Vice President & Project Manager, Transportation
James J. Katsafanas	Associate Vice President & Director, Traffic
Jeff W. Broadwater	Associate Vice President & Department Manager, Bridge
Jeffrey A. Hester	Associate Vice President & Operations Manager
Jeffrey D. Clevenger	Associate Vice President & Client Manager, Design-Build, Mountain and West
Jeffrey D. May	Associate Vice President & Operations Manager
Jeffrey G. Bergsten	Associate Vice President & Director, Planning and Technical Services
Jeffrey M. Jerrels	Associate Vice President & Director, Architecture
Jennifer Lynn Gastelum	Associate Vice President & Technical Manager
John J. Tricini	Associate Vice President & Director, Highway
Joseph A. Danyo	Associate Vice President & Technical Manager, Transportation
Joseph J. Romano	Associate Vice President & Technical Manager, Structural Engineering
Joseph P. Gardiner	Associate Vice President & Director, Construction Services
Kenneth J. Collins	Associate Vice President & Transportation Manager
Kenneth R. Mobley	Associate Vice President & Practice Manager, Planning and Public Engagement
Kevin J. Kugler	Associate Vice President & Regional Finance Manager
Kirk A. Weaver	Associate Vice President & Technical Manager, Transportation
Kirsten N. Bowen	Associate Vice President & Department Manager, Highway
Kristy L. DeChicchis	Associate Vice President & Director, Proposal Production Center
Lance Wanamaker	Associate Vice President & Department Manager, Aviation
Larry L. Bankert	Associate Vice President & Project Manager, Toll Roads
Laurence D. Gale	Associate Vice President & Department Manager, Environmental
Lisa Folb	Associate Vice President & Project Manager, Federal
Lori J. Duguid	Associate Vice President & Office Manager
Lucas S. Berg	Associate Vice President & Recruiting Manager
Mark D. Petrosky	Associate Vice President & Director of Financial Accounting
Mark F. Russo	Associate Vice President & Technical Manager, Bridge
Mark S. Osler	Associate Vice President & Practice Manager, Surface Water
Marta H. Gerber	Associate Vice President & Department Manager, Infrastructure/Business Develo
Mary E. Flynn	Associate Vice President & Construction Quality Manager
Mary P. Rosick	Associate Vice President & Director, Software
Matthew J. Barkley	Associate Vice President & NEPA Planner
Max L. Heckman	Associate Vice President & Director, NEPA and Transportation Planning
Michael J. Reiter	Associate Vice President & Engineer, Aviation
Michael J. Waibel	Associate Vice President & Technical Manager, Aviation Services
Michael P. Anderson	Associate Vice President & Technical Manager, GIT
Michael Skowronek	Associate Vice President & Office Manager
Oscar K. Rucker	Associate Vice President & Director, Right of Way Services
Pamela Nelson Johns	Associate Vice President & Technical Manager
Patrick A. Leach	Associate Vice President & Practice Manager, Construction Services

Paul A. Carson	Associate Vice President & Chief Engineer
Paul D. McGuinness	Associate Vice President & Chief Engineer, New England
Paul Junker	Associate Vice President & Technical Manager
Paul Strack	Associate Vice President & Marketing Manager, Regional Aviation
Paula C. Boardman	Associate Vice President & Office Leader, GIT/Civil/Architecture
Quintin B. Watkins	Associate Vice President & Engineer, Aviation
R. Joseph Chaffin	Associate Vice President & Practice Manager, Architecture
Ralph Eberhardt	Associate Vice President & Office Manager
Raymond G. Shrift	Associate Vice President & Director, Contracts and Procurement
Richard E. Bonelli	Associate Vice President & Program Manager, Environmental Fuels
Richard T. Bernet	Associate Vice President & Program Manager
Robert C. Gallup	Associate Vice President & Director, Construction Services
Robert E. Anderson	Associate Vice President & Project Manager, Architect/Planner
Robert Myers	Associate Vice President & Business Developer
Sarah M. Cathcart	Associate Vice President, GCR Business Development
Saul M. Mellman	Associate Vice President & Department Manager, Transportation
Scott D. Vannoy	Associate Vice President & Director, Structural Engineering
Scott M. Wardle	Associate Vice President & Project Manager, Construction Services
Scott R. Quast	Associate Vice President & Water Supply/Wastewater Manager
Stephen J. Clancy	Associate Vice President & GIT Manager
Tammy M. McAllister	Associate Vice President & Global Payroll Manager
Thomas W. Tiner	Associate Vice President & Technical Manager, GIT
Timothy D. Sewell	Associate Vice President & Construction Services Manager
Tracy L. Hollida	Associate Vice President & Client Manager, Aviation
William H. Lindenbaum III	Associate Vice President & Construction Services Manager
Angela R. Logan	Assistant Corporate Secretary
Matthew C. Urso	Assistant Corporate Secretary
Pam Warfield	Assistant Corporate Secretary
Steve Huff	Assistant Corporate Secretary
Terri A. Vojnovich	Assistant Corporate Secretary

[Appendix A to Written Consent in Lieu of a Meeting of the Board of Directors of Michael Baker International, Inc.]



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/29/2017

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Michael Baker International, Inc. Formerly Pacific Municipal Consultants (PMC) 2729 Prospect Park Drive, Suite 220 Rancho Cordova CA 95670 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: XL Insurance America Inc		24554
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D: Lloyd's Syndicate No. 2623		AA1128623
	INSURER E:		
INSURER F:			

COVERAGES      CERTIFICATE NUMBER: 570068150556      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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2681004145717	08/30/2017	08/30/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A52-681-004145-727	08/30/2017	08/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			US00079952L117A	08/30/2017	08/30/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	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	WA768D004145777 AOS WC7681004145787 WI	08/30/2017	08/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary			PSDEF1700460 Professional & Pollution SIR applies per policy terms & conditions	08/31/2017	08/31/2018	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 CEQA. 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 provisions.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland CA 94601 USA	<b>CANCELLATION</b>  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>
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Holder Identifier: 570068150556      Certificate No.: 570068150556



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location(s) Of Covered Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number **TB2-681-004145-717**  
Issued by **Liberty Mutual Fire Insurance Co.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>
-----------------

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per schedule on file with the Company		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS2-681-004145-727  
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 **AS2-681-004145-727**  
Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>
-----------------

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per schedule on file with the company	Per schedule on file with the company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address:</b>
Per schedule on file with the producer	Per schedule on file with the producer

All other terms and conditions of this policy remain unchanged.

Issued by: Liberty Insurance Corporation

For attachment to Policy No. WA7-68D-004145-777      Effective Date 8/30/2017      Premium \$

Issued to: Michael Baker International, LLC

**Endorsement 9 - Limited Authority to issue Certificates**

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.





## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
	Foster Educational Leadership Complex Project	Site	310
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Michael Baker International	Agency's Contact	Katrina Hardt-Holoch				
OUSD Vendor ID #	V057331	Title	Project Manager				
Street Address	One Kaiser Plaza, Suite 1150	City	Oakland	State	CA	Zip	94612
Telephone	510-213-7914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	15124						

Term			
Date Work Will Begin	4-26-2018	Date Work Will End By (not more than 5 years from start date)	10-1-19

Compensation			
Total Contract Amount	\$56,670.00	Total Contract Not To Exceed	\$56,670.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$0.00
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 <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
				<b>\$0.00</b>

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.				
1.	<b>Division Head</b> Director, Facilities Planning and Management Signature:	Phone	510-535-7038	Fax 510-535-7082
		Date Approved	4/11/18	
2.	<b>General Counsel, Department of Facilities Planning and Management</b> Signature:	Date Approved	4/16/18	
3.	<b>Deputy Chief, Facilities Planning and Management</b> Signature:	Date Approved	4-12-18	
4.	<b>Senior Business Officer, Board of Education</b> Signature: _____	Date Approved		
5.	<b>President, Board of Education</b> Signature: _____	Date Approved		

RECEIVED APR 12 2018



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



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Devin Dillon, Superintendent and Secretary, Board of Education  
 By: Vernon Hal, Senior Business Officer *VB*  
 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 Aacademy 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~~ <sup>N/A</sup> 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	

f

**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](http://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.

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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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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).

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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

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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.

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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:**

 \_\_\_\_\_ <sup>3/23/17</sup> Date  
OUSD Facilities Legal Counsel - General Counsel

**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.**

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**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.)

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

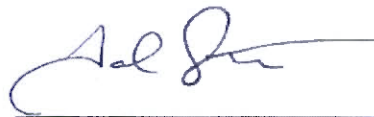
**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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]**

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

Revised 8/01/2016

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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**

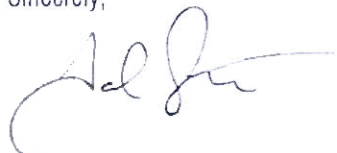
Dear Mr. Kabbani:

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](mailto: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) <b>Cumulative Impact.</b> 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) <b>Significant Effect.</b> 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) <b>Scenic Highways.</b> 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) <b>Hazardous Waste Sites.</b> 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) <b>Historical Resources.</b> 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.



**Michael Baker**

**I N T E R N A T I O N A L**

*We Make a Difference*

February 23, 2017

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

**RE: REVISED SUBMITTAL FOR TWO DISTRICT PROJECTS**

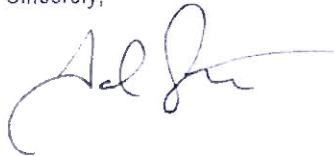
Dear Mr. Kabbani:

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](mailto: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.

**BUDGET**

This budget is based on our current project understanding. Our technical analysis (task 1) will be performed by Horizon Water and Environment, a small local business enterprise (SLBE) to help with the project specific impact analysis. As such, we are meeting our SLBE requirements for Project B.

<b>Project B</b>	<b>Project Director</b>	<b>Project Manager</b>	<b>Senior Technical Specialist</b>	<b>Asst Planner</b>	<b>GIS/ Graphics</b>	<b>Technical Editor</b>	<b>Admin</b>	<b>Total Labor</b>
Tasks	\$185	\$120	\$135	\$90	\$100	\$90	\$75	
<b>Task 1: Technical Analysis</b>								<b>\$ 5,500</b>
<b>Task 2: Draft Categorical Exemption</b>	4	16	40	24	4	4	2	<b>\$ 11,130</b>
<b>Task 3: Final Categorical Exemption</b>	2	8		16		4	2	<b>\$ 3,280</b>
<b>Task 4: Project Management</b>	2	24		4			2	<b>\$ 3,760</b>
<b>Subtotal</b>	<b>8</b>	<b>48</b>	<b>40</b>	<b>44</b>	<b>4</b>	<b>8</b>	<b>6</b>	<b>\$ 23,670</b>
<b>Direct Costs</b>								<b>\$ 150</b>
<b>Total</b>								<b>\$ 23,280</b>

**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)]**

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



**BUDGET**

This budget is based on our current project understanding. Our technical analysis (task 1) will be performed by Horizon Water and Environment, a small local business enterprise (SLBE) to help with the project specific impact analysis. As such, we are meeting our SLBE requirements for Project B.

<b>Project B</b>	<b>Project Director</b>	<b>Project Manager</b>	<b>Senior Technical Specialist</b>	<b>Asst Planner</b>	<b>GIS/ Graphics</b>	<b>Technical Editor</b>	<b>Admin</b>	<b>Total Labor</b>
Tasks	\$185	\$120	\$135	\$90	\$100	\$90	\$75	
<b>Task 1: Technical Analysis</b>								<b>\$ 5,500</b>
<b>Task 2: Draft Categorical Exemption</b>	4	16	40	24	4	4	2	<b>\$ 11,130</b>
<b>Task 3: Final Categorical Exemption</b>	2	8		16		4	2	<b>\$ 3,280</b>
<b>Task 4: Project Management</b>	2	24		4			2	<b>\$ 3,760</b>
<b>Subtotal</b>	<b>8</b>	<b>48</b>	<b>40</b>	<b>44</b>	<b>4</b>	<b>8</b>	<b>6</b>	<b>\$ 23,670</b>
<b>Direct Costs</b>								<b>\$ 150</b>
<b>Total</b>								<b>\$ 23,820</b>





AGENCY CUSTOMER ID: 570000027699

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

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

## 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

<b>Name:</b> Commonwealth of Pennsylvania Department of Transportation	<b>Address:</b> 400 North Street, 7 <sup>th</sup> Floor Harrisburg, PA 17120	<b>Number of Days:</b> 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	460 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

Contractor Name: Michael Baker International; Agency's Contact: ; OUSD Vendor ID #: V070350; Vendor Title: ; 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, Worked as an OUSD employee? [ ] Yes; OUSD Project #: 15124

Term

Date Work Will Begin: 4/27/2017; Date Work Will End By (not more than 5 years from start date): 12/31/2017

Compensation

Total Contract Amount: ; Total Contract Not To Exceed: \$56,670.00; Pay Rate Per Hour (if Hourly): ; 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 5 columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9450, Fund 21, Measure J, 3109905890, 5825, \$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. Row 1: Division Head, Director, Department of Facilities Planning and Management, Signature, Date Approved 3/20/17. Row 2: General Counsel, Department of Facilities Planning and Management, Signature, Date Approved 3/23/17. Row 3: Deputy Chief, Department of Facilities Planning and Management, Signature, Date Approved. Row 4: Senior Business Officer, Board of Education, Signature, Date Approved. Row 5: President, Board of Education, Signature, Date Approved.