| Board Office Use: Legislative File Info. |             |  |  |  |  |  |  |  |  |
|--|-------------|--|--|--|--|--|--|--|--|
| File ID Number                           | 21-1879     |  |  |  |  |  |  |  |  |
| Introduction Date                        | 9-8-2021    |  |  |  |  |  |  |  |  |
| Enactment Number                         | 21-1399     |  |  |  |  |  |  |  |  |
| Enactment Date                           | 9/8/2021 os |  |  |  |  |  |  |  |  |



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date September 8, 2021

**Subject** General Services Agreement – Lamphier-Gregory – Cole Administration Center

Project - Facilities Planning & Management Project - Division of Facilities

Planning & Management

**Action Requested** Approval by the Board of Education of General Services Agreement between the

District and Lamphier-Gregory, Oakland, CA, for the latter to provide consulting services to include preparing bid documents, a finalized scope of work and contract documents for the district, review, monitor and access air quality, greenhouse gas emissions and energy, quantify existing noise levels, initial study of other environmental topics required for a complete assessment for the Cole Administration Center Project, in the not-to-exceed amount of \$90,330.00, as the

selected consultant, with work scheduled to commence on **September 9, 2021**, and scheduled to last until **January 31, 2023**, pursuant to the Contract.

**Discussion**Consultant will provide CEQA consulting services to include preparing contract and bid documents for the Cole Administration Project. Consultant was selected

based on demonstrated competence and professional qualifications. (Government

Code §4526.)

LBP (Local Business Participation Percentage)

100.0%

**Recommendation** Approval by the Board of Education of General Services Agreement between the

District and Lamphier-Gregory, Oakland, CA, for the latter to provide consulting services to include preparing bid documents, a finalized scope of work and contract documents for the district, review, monitor and access air quality, greenhouse gas emissions and energy, quantify existing noise levels, initial study of other environmental topics required for a complete assessment for the Cole Administration Center Project, in the not-to-exceed amount of \$90,330.00, as the selected consultant, with work scheduled to commence on September 9, 2021, and

scheduled to last until January 31, 2023, pursuant to the Contract.

Fiscal Impact Fund 35 County School Facilities Fund

**Attachments** • General Services Agreement

• Proposal Consultant Proposal

• Certificate of Insurance



Legislative File ID No. 21-1879

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

| Department:  | Facilities I     | Planning & Management                                  |                         |                   |                                    |
|--|------------------|--|-------------------------|-------------------|------------------------------------|
| Vendor Name:   | <u>Lamphier</u>  | -Gregory   |                         |                   |                                    |
| Project Name:  | Cole Adm         | inistration Center                                     |                         | Project No.:      | <u>19119</u>                       |
| Contract Term: Intended  | d Start: Se      | eptember 9, 2021                                       | 1                       | Intended End:     | <u>January 31, 2023</u>            |
| Total Cost Over Contract   | Term: <b>\$9</b> | <u>00,330.00</u>                                       |                         |                   |                                    |
| Approved by: Tadashi N   | Nakadegawa       | <u>a</u>   |                         |                   |                                    |
| Is Vendor a local Oaklan   | nd Business      | or have they meet the red                              | quirements of th        | e                 |                                    |
| Local Business Policy?   | ⊠ Yes (N         | o if Unchecked)  |                         |                   |                                    |
| How was this contractor  | or vendor s      | selected?  |                         |                   |                                    |
| professional qualifications  | s.               |  |                         |                   | on its demonstrated competence and |
| Vendor will provide CEQA   |                  | this contractor or vendor services related to the Cole | •                       | 0                 |                                    |
| Was this contract competer of "No," please answer the 1) How did you determine the second of the sec | following q      |  | for "Yes" (If "No," lea | ave box unchecked | d)                                 |
|  |                  |  |                         |                   |                                    |

2) Please check the competitive bidding exception relied upon:

| Construction Contract:  |
|---|
| ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)  |
| ☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable.  |
| ☐ Emergency contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable.   |
| ☐ No advantage to bidding – contact legal counsel to discuss if applicable  |
| □ Sole source contractor – contact legal counsel to discuss if applicable.  |
| ☐ Completion contract – contact legal counsel to discuss if applicable.   |
| ☐ Lease-leaseback contract RFP process – <i>contact legal counsel to discuss if applicable</i> .  |
| ☐ Design-build contract RFP process – contact legal counsel to discuss if applicable.   |
| ☐ Energy service contract – contact legal counsel to discuss if applicable.   |
| ☐ Other: – contact legal counsel to discuss if applicable   |
| Consultant Contract:  |
| ☑ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)                            |
| ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)  |
| ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §\$4526-4528 (Education Code §17070.50)  |
| ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – contact legal counsel to discuss if applicable. |
| $\Box$ For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)   |
| ☐ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i> .   |
| Purchasing Contract:  |
| $\square$ Price is at or under bid threshold of \$96,700 (as of 1/1/21)   |
| ☐ Certain instructional materials (Public Contract Code §20118.3)   |
| ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)  |

| Li Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – contact legal counse to discuss if applicable.                               |
|--|
| ☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable. |
| ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – contact legal counsel to discuss if applicable.                           |
| ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable.                        |
| □ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i> .  |
| ☐ Other:   |
| Maintenance Contract:  |
| ☐ Price is at or under bid threshold of \$96,700 (as of 1/1/21)  |
| ☐ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss</i> .  |
| Other:   |
|  |

- 3) Explain in detail the facts that support the applicability of the exception marked above:
  - Lamphier-Gregory was also selected based on their longevity of expertise with this particular type of work. The District has found that Lamphier-Gregory performs work quickly, accurately, efficiently, and at a reasonable cost to the District.

#### OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into effective **September 9, 2021** (the "Effective Date"), by and between the Oakland Unified School District ("District") and **Lamphier-Gregory** ("Contractor").

- 1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Basic Services"). Prepare a finalized scope of work and contract document and submit the document to OUSD staff for internal review, prepare a list of environmental impacts consistent with Appendix G of the CEQA guidelines, monitor and access air quality, greenhouse Gas emissions and energy, quantify existing noise levels, initial study other environmental topics required for a complete assessment. The Basic Services include all work described in the July 31, 2021; proposal attached to this Agreement as Exhibit A. Contractor may only provide other services ("Additional Services") after authorized in writing by the District. "Services" shall mean Basic and Additional Services.
- 2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents, or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
- 3. **Term.** This Agreement shall begin on **September 9, 2021**, and shall terminate upon completion of the Services, but no later than **January 31, 2023** ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
- 4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.
- 5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in **Exhibit B** for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed NINETY THOUSAND THREE HUNDRED THIRTY Dollars NO/100(\$90,330.00), which consists of a not-to-exceed amount of EIGHTY-TWO THOUSAND ONE HUNDRED THIRTY

Dollars N0/100 (\$82,130.00) for performance of the Basic Services, and a not-to-exceed amount of EIGHT THOUSAND TWO HUNDRED Dollars NO/100 (\$8,200.00) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

- 6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
- 7. **Equipment and Materials**. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.
- 8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, et seq., if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in

coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

- 9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
- 10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.
- 11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1 and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.
- 12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:
  - A. X Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

| 3. The following Contractor and Contractor Parties shall have more than limited contact  |
|--|
| as determined by District) with District students during the Term of this Agreement and, at no cost o District, have received a TB test in full compliance with the requirements of Education Code ection 49406: |
|  |
| . [Attach and sign additional pages, as needed.]   |

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and

updated by Contractor and shall be available to District upon request or audit.

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

- 13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
- 14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
- 15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.
- 17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- 18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.
- 19. **Compliance with Law.** Each provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.
- 20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual

orientation of such persons.

- 21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
- 22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
- 23. **Time.** Time is of the essence to this Agreement.
- 24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
- 25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 29. **Warranty of Authority**. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.
- 30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
- 31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:
  - Roof project certification (if required; see Public Contract Code §3006).
  - Fingerprinting Notice and Acknowledgement.

- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.

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

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

Date

#### **DISTRICT:**

#### OAKLAND UNIFIED SCHOOL DISTRICT

Shanthi Gonzales. President, Board of Education Date

9/9/2021

Kyla Johnson-Trammell, Superintendent Date

Secretary, Board of Education

Tadashi Nakadesawa, Deputy Chief,

Facilities Planning & Management

CONTRACTOR:

LAMPHIER-GREGORY

By: Seath Greyory

Title: President Date: 8/6/2021

Address for District Notices:

Oakland Unified School District 955 High Street Oakland, CA 94601 510-535-2728 Address for Contractor Notices:

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

| Approved As To Foxin.         |         |  |
|-------------------------------|---------|--|
|                               | 8/10/21 |  |
| OUSD Facilities Legal Countel | Date    |  |

## Exhibit A

**Proposal** 

## **Proposed Scope of Work:**

**CEQA Documentation for the Cole OUSD Administrative Center,** 

#### Submitted to:

Oakland Unified School District

## Submitted by:

Lamphier-Gregory 1944 Embarcadero Oakland, CA 94606



July 31, 2021

## Scope of Work

#### Task 1 - Project Re-Initiation

#### 1.1 Finalize Scope of Work and Contract Documents

Lamphier-Gregory will work diligently to meet the requirements of the District and reach agreement as to the specific elements of the work program and the scope of work required of the environmental consultant, and to prepare proper contract documents and subcontract documents consistent with our Agreement.

#### 1.2 Review Updated Documents

Lamphier-Gregory will review all relevant new documents related to the project, including the final drawings and designs prepared by the District's design team and submitted to/approved by the DSA. Lamphier-Gregory will prepare a detailed data request for any missing information that may yet be needed.

#### 1.3 Updated Project Description

Lamphier-Gregory will prepare an updated draft Project Description based on information available from the District. A draft will be submitted to District staff for review. The Project Description will serve as the basis of the environmental analysis. After approval by the District, any subsequent changes to the Project Description that require revisions to technical analyses already completed shall be considered Additional Services, potentially requiring an adjustment to the agreed-upon budget.

#### Task 2 - Environmental Assessment - Initial Study

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

#### 2.1 Historic Resources

Page & Turnbull has already completed a thorough historic resource evaluation of the Cole Middle School and the smaller cafeteria building, determining that these buildings do not qualify as historic resources. These conclusions will be fully document in an Initial Study Checklist.

#### 2.2 Cultural Resources and Tribal Cultural Resources

PaleoWest has already completed a 4-part work program consisting of an archival records search of prior studies, consultation with the Native American Heritage Commission, preparing an archaeological survey, and completing a Cultural Resources Assessment Report (CRAR). The conclusions of these studies and efforts will be fully document in an Initial Study Checklist.

#### 2.3 Land Use and Planning

Lamphier-Gregory has already reviewed applicable land use policies from the City General Plan, the West Oakland Specific Plan and zoning, and has not found any potential land use conflicts that might be attributable to the Project. The conclusions of our review efforts will be fully document in an Initial Study Checklist.

#### 2.4A: Vehicle Miles Traveled (VMT)

Fehr & Peers will undertake a detailed analysis to estimate the VMT generated by the project. They will use the Alameda County Transportation Commission (CTC) Travel Demand Model to estimate the VMT per worker for the project, because the Alameda CTC Model provides a more detailed network than the MTC Model used in the initial screening process. The Alameda CTC Model is also more sensitive to small development projects, such as the proposed project. They will update the Model's land use database to include the project in the 2020 and 2040 scenarios, and will run the Model to compare the VMT per worker in the Project's TAZ to the region-wide VMT per worker, and will determine whether the Project would result in a significant VMT impact.

Fehr & Peers will also prepare a Transportation Demand Management (TDM) Plan for the Project, identifying infrastructure improvements and on-going operational strategies that would increase non-automobile mode share and commensurately decrease single-occupant mode share and resulting VMT. As feasible, Fehr & Peers will quantify the effectiveness of each TDM strategy in reducing vehicle trips and VMT to demonstrate VMT reductions that may be capable of reducing VMT to less than significant levels.

#### 2.4B: Other Transportation Considerations

Given that the Project's CEQA document will be used by the City as a Responsible Entity, and that the Project will rely on the City's transportation network, the following additional tasks are also contemplated to address City General Plan consistency topics:

- Intersection Counts. F&P will collect vehicle turning movements and pedestrian and bicycle movements during weekday AM (7:00 to 9:00 AM), and PM (4:00 to 6:00 PM) periods at three study intersections, and will seek other recent traffic count data, if available.
- Intersection Operations: The following three intersections would be evaluated in the study due to being adjacent to the project site:
  - Poplar Street/10th Street
  - Union Street/10th Street
  - Union Street/12th Street
- Site Analysis. Fehr & Peers will review the Project's site plan and the existing street network
  within one block of the Project site to evaluate safety for motorists, bicyclists and pedestrians in
  the context of site access and circulation. Specifically, F&P will review the site plan in terms of:
  - site access for automobiles, bicyclists and pedestrians, including access to nearest bus stops;

- o pedestrian facilities (such as crosswalk treatments, signal equipment, sidewalk widths and ADA considerations) adjacent to the Project site and to the nearest transit stops;
- o sight distance for pedestrians and automobiles at the Project driveway on 25th Street;
- streets connecting the Project site to the nearest bicycle facilities;
- o location, type, and amount of bicycle parking;
- adequacy of parking supply compared to City Code requirements;
- need for and location of on- and off-street passenger and commercial loading zones;
- adequacy of bus stop infrastructure serving the site transit users; and
- o bicycle, pedestrian, and transit impacts due to construction as well as expected truck routes
- Collision History: Fehr & Peers will review five years of collision history (vehicle, pedestrian, and bicycle) at the study intersections where intersection counts were collected as well as the road segments adjacent to the project site. Fehr & Peers will review the collision data for all modes and identify if there are any crash patterns by collision type, severity, primary collision factor, and movement. They will also develop predicted crash frequencies for each study location based on Part C of the Highway Safety Manual (HSM). These predicted crash frequencies will be compared against the observed crash frequencies to identify if any of the study locations experience a higher than predicted number of collisions. Based on the Project's trip assignment, they will determine if the project's added traffic would contribute to a study location with a higher than predicted number of collisions, and if so, will identify potential treatments. There may be multiple potential treatment options. They will document the Crash Modification Factor (CMF) for each treatment option (along with the CMF's standard error and quality rating). The analysis will focus on 4- and 5-star quality CMFs with 3-star quality applied under limited circumstances. CMF sources will include Part D of the HSM and the CMF Clearinghouse. F&P will provide a list of treatments at locations to address the higher than predicted number of collisions for the City to consider. If a treatment would affect intersection operations, they will evaluate the potential impact using the Synchro software.
- Consistency with Plans: Fehr & Peers will review the City of Oakland's adopted Plans and Policies pertaining to transportation and to what extent the project is consistent with them. The City of Oakland TIRG identifies the documents that will be reviewed.

#### 2.5 Air Quality, Greenhouse Gas Emissions and Energy

Given the proximity of nearby residences and other sensitive receptors to the Project site, a full analysis of construction period and operational period air quality and GHG emissions is warranted. Our subconsultant Illingworth & Rodkin began efforts related to modeling emissions based details provided by the District, but this work was not completed due to uncertainties about the Project and an incomplete VMT analysis. Illingworth & Rodkin will re-initiate their work, based on the following scope. CEQA Air Quality Guidelines updated by the Bay Area Air Quality Management District (BAAQMD) would be used to assess the air quality and GHG impacts from the proposed project.

- Evaluate Construction Activities. Construction air quality impacts resulting from the project would be addressed by predicting construction period emissions and community risk impacts to nearby sensitive receptors and identifying best management practices to control emissions. The project is near sensitive receptors (e.g., residences), so a community risk assessment is proposed. This would involve dispersion modeling. Emissions obtained from the California Emissions Estimator Model Version 2016.3.2 (CalEEMod) would be used to develop construction period emission rates based on project-specific information. Dispersion modeling would be conducted using EPA's AERMOD or ISCST3 model and hourly meteorological data from the most representative monitoring station. The cancer risks associated with modeled constructionperiod diesel particulate matter concentrations would be computed following the BAAQMD risk management policy guidance. The risks would be compared against BAAQMD CEQA thresholds (i.e., cancer risk of 10 in one million, non-cancer hazards and PM2.5 concentration). Screening data obtained from BAAQMD would be used to predict cumulative community risk impacts. Mitigation measures that represent "Best Management Practices" to control dust or particulate matter emissions would be identified. In addition, other measures that may be necessary to reduce construction exhaust emissions or cancer risks would be identified.
- Operational Community Risk Impacts. The project may include some stationary equipment such
  as back-up generators that are powered by diesel engines. Effects of these sources would be
  assessed using screening tools and available project information regarding size, specifications,
  and location. Dispersion modeling and a health risk assessment may be needed, depending on
  size and location for the generators, if they are unable to be screened out.
- Assess Operational Air Quality and GHG Impacts. Emissions of criteria pollutant (ROG, NOx, and PM) and GHGs would be computed for proposed project using the CalEEMod model recommended by BAAQMD, such as natural gas, electricity use, water usage, and generation of solid waste that is stored in landfills, as well as traffic. Default inputs for Alameda County would be used unless project-specific data are available. Project daily trip generation rates would be needed from the project traffic consultant.
- Identify Mitigation Measures. Reasonable and feasible mitigation measures to reduce any
  significant air quality or GHG impacts would be identified and evaluated. A list of reasonable and
  feasible dust control measures would be developed to reduce construction air quality impacts
  and, if necessary, measures to reduce construction community risk or GHG emissions to
  acceptable levels.

#### 2.6 Noise

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

Quantify Existing Noise Levels. Ambient noise measurements would be made at the project site
and nearby sensitive receivers to establish baseline conditions. The noise monitoring survey
would include a combination of long-term (24-hour durations) and short-term (10-minute
durations) noise measurements.

- Calculate Future Noise Levels. Future noise levels will be calculated at the office land uses
  proposed at the project site. The future noise level calculations will utilize the data collected
  during the noise monitoring survey, available plans, and the traffic data developed for the
  project. Noise and vibration levels resulting from demolition and construction activities will be
  calculated at off-site receiver locations based on information provided by the applicant. Future
  operational noise levels will be calculated at off-site receiver locations based on data contained
  in the project plans and the project's traffic study.
- Assess Noise Levels. Based on these calculations, we will assess the significance of noise and
  vibration impacts against the California Environmental Quality Act (CEQA) checklist questions.
  The future noise environment on the project site will be evaluated with respect to the noise
  standards established by the City of Oakland. We will evaluate the project's potential to
  generate noise levels that would exceed any absolute limits or result in a substantial temporary
  or permanent increase in noise.
- Develop Mitigation Measures. Mitigation would be developed to reduce significant noise impacts resulting from the operation of the project.

#### 2.7 Other Environmental Topics

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

- Aesthetics
- Agriculture and Forestry Resources
- Geology / Soils (relying on the current KPW geotechnical report)
- Hazards and Hazardous Materials (relying on the Nino & Moore Phase I, and potentially Phase II
  reports, as well as on-going regulatory agency coordination with DTSC, RWQCB or ACDEH)
- Hydrology / Water Quality (assuming a detailed hydrological analysis has been prepared by Siegfried for the project in order to calculate drainage management areas and needed bioretention area)
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems
- Wildfire

Lamphier-Gregory will rely on relevant existing sources and information from the Project's DSA submittal to support our conclusions. Additional information will be sought from the West Oakland Specific Plan EIR and CEQA documents prepared for other recent projects in West Oakland that might be available from the City of Oakland.

#### 2.8 CEQA Determination

The Initial Study will demonstrate either less than significant effects, or will identify applicable mitigation measures as necessary to reduce or avoid potentially significant impacts. The conclusions of the Initial Study will serve as the basis for the District to make the Environmental Determination that a Mitigated Negative declaration can be supported by the information in the Initial Study.

#### Task 3 - Document Production, Distribution and Review as IS/MND

#### 3.1 Administrative Draft MND and Revisions

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

#### 3.2 Public Review IS/MND, Notice of Intent and Other Public Noticing

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

#### 3.3 Public Review

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

#### 3.3 Mitigation Monitoring and Reporting Program (MMRP)

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

#### 3.4 Response to Comments

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

#### Task 4 - Meetings and Administration

#### 4.1 Meetings

Our scope of work assumes the following meetings:

- One (1) Start-up meeting with the District
- Ten (10) meetings/video conferences with District staff to review technical study conclusions and to review comments on administrative draft documents
- One (1) meeting to consider any public comments on the IS/MDN and to discuss approaches to appropriate responses.
- One (1) meeting before the District Board of Directors for adoption of the MND

#### 4.2 Project Management and Administration

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

#### 4.3 City of Oakland Coordination

A portion of our proposed Scope of Work includes efforts on behalf of the District to coordinate with City of Oakland representatives to discuss their Responsible Agency role, their needs and expectations for relying on the District's environmental document, and whether City of Oakland SCAs (or their equivalent as mitigation measures) can or should be referenced in the environmental document.

#### Schedule

The time required for preparation of the detailed VMT and subsequent air quality and GHG modeling will likely set the critical path for the CEQA schedule. Assuming F&P begins work within 2 weeks of a Notice to Proceed, and delivers their VMT analysis within 6 weeks, I&R will likely need another 4 weeks to generate air quality and GHG modeling, for a total of 10 weeks. During this time, the other technical studies can be conducted concurrently, and completed by approximately the same time. Lamphier-Gregory will need another 3 weeks to prepare and submit our first Administrative Draft IS/MND for the District's internal review. We assume another 4 weeks for District review of drafts and revisions by us, resulting in a final IS/MND being ready for publication and release for public review approximately 17 weeks from Notice to Proceed.

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

Depending on the level of public comments received, we expect to be able to conclude our coordination meeting with District staff regarding the approach to comment responses within one (1) week and to generate a draft of our Technical Response Memorandum within one (1) week thereafter. Thus, a

## Exhibit B

## **Hourly Rates**



|       |  | Lamphie          | Lamphier - Gregory |                 |                    |           | Illingworth & Rodkin | Expenses |          |
|-------|--|------------------|--------------------|-----------------|--------------------|-----------|----------------------|----------|----------|
|       |  | Project Director |                    | Fehr &<br>Peers | Page &<br>Turnbull | PaleoWest |                      |          | Total    |
|       | Hourly Rates                                       | Hrs              | \$250              | redia           | Turribun           |           | цочки                |          |          |
| Task  | 1: Project initiation                              |                  |                    |                 |                    |           |                      |          |          |
| 1.1   | Kick Off Meeting                                   | 4                | \$1,000            |                 |                    |           |                      |          | \$1,000  |
| 1.2   | Document Review                                    | 8                | \$2,000            |                 |                    |           |                      |          | \$2,000  |
| 1.3   | Project Description                                | 16               | \$4,000            |                 |                    |           |                      |          | \$4,000  |
|       | Subtotal   | 28               | \$7,000            | \$0             | \$0                | \$0       | \$0                  | \$0      | \$7,000  |
| Taks  | 2: Environmental Assessment - Initial Study        |                  |                    |                 |                    |           |                      |          |          |
| 2.1   | Historic Resource Evaluation                       |                  |                    |                 | complete           |           |                      |          | \$0      |
| 2.2   | Air Quality & GHG                                  | 0                | \$0                |                 |                    |           | \$8,800              |          | \$8,800  |
| 2.3   | Cultural, & Tribal Resources                       | 0                | \$0                |                 |                    | complete  |                      |          | \$0      |
| 2.4   | Land Use and Planning                              | 12               | \$3,000            |                 |                    |           |                      |          | \$3,000  |
| 2.5   | Noise  | 0                | \$0                |                 |                    |           | \$8,580              |          | \$8,580  |
| 2.6   | Transportation/Traffic                             | 0                | \$0                | \$22,000        |                    |           |                      |          | \$22,000 |
| 2.7   | All Other Environmental Topics                     | 32               | \$8,000            |                 |                    |           |                      |          | \$8,000  |
|       | Subtotal   | 44               | \$11,000           | \$22,000        | \$0                | \$0       | \$17,380             | \$0      | \$50,380 |
| Task  | 3: Document Production, Distribution and Review as | IS/MND           |                    |                 |                    |           |                      |          |          |
| 3.1   | Administrative Drafts and Revisions                | 40               | \$10,000           |                 |                    |           |                      | \$250    | \$10,250 |
| 3.2   | Final IS/MND, Copies, Notices & File with SCH      | 8                | \$2,000            |                 |                    |           |                      | \$850    | \$2,850  |
| 3.3   | Prepare MMRP                                       | 8                | \$2,000            |                 |                    |           |                      |          | \$2,000  |
| 3.4   | Meet re Comments; Prepare Response Memo            | 10               | \$2,500            |                 |                    |           |                      | \$150    | \$2,650  |
|       | Subtotal   | 66               | \$16,500           | \$0             | \$0                | \$0       | \$0                  | \$1,250  | \$17,750 |
| Task  | 4: Meetings and Project Management                 |                  |                    |                 |                    |           |                      |          |          |
| 4.1   | Attend OUSD Board Meeting                          | 4                | \$1,000            |                 |                    |           |                      |          | \$1,000  |
| 4.2   | Project Mgmt, QA/QC, Project Admin                 | 24               | \$6,000            |                 |                    |           |                      |          | \$6,000  |
| 4.3   | City Coordination                                  | 12               | \$3,000            |                 |                    |           |                      |          | \$3,000  |
|       | Subtotal   | 40               | \$7,000            | <b>\$0</b>      | \$0                | \$0       | \$0                  | \$0      | \$7,000  |
| Estin | nated Costs  | 178              | \$41,500           | \$22,000        | \$0                | \$0       | \$17,380             | \$1,250  | \$82,130 |
| Cont  | tingency @ 10%                                     |                  |                    |                 |                    |           |                      |          | \$8,200  |
| Prop  | osed Budget  |                  |                    |                 |                    |           |                      |          | \$90,330 |

August 9, 2021

Oakland Unified School District 955 HIGH ST, OAKLAND OAKLAND CA 94601-4404

#### **Account Information:**

Policy Holder Details : LAMPHIER - GREGORY, INC



**Business Service Center** 

**Business Hours:** Monday - Friday (7AM - 7PM Central Standard Time)

**Phone:** (866) 467-8730 **Fax:** (888) 443-6112

**Email:** <u>agency.services@thehartford.com</u> **Website:** <u>https://business.thehartford.com</u>

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

Sincerely,

Your Hartford Service Team



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 08/09/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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).

|                              | onfer rights to the certificate holde           | er in li | eu of s      | such endorseme        |  |                            |                             |  |             |                         |  |  |
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| l                            | DSIGHT INSURANCE SERVICES/F                     | PHS      |              |                       | NAME: PHONE (866) 467-8730 FAX (888) 443-61      |                            |                             |  |             |                         |  |  |
|                              | 01679   |          |              |                       | (A/C, No, Ext): (A/C, No):                       |                            |                             |  |             |                         |  |  |
| 1                            | Hartford Business Service Center                |          |              |                       | - MAN II   |                            |                             |  |             |                         |  |  |
|                              | 0 Wiseman Blvd<br>Antonio. TX 78251             |          |              |                       | E-MAIL ADDRESS:                                  |                            |                             |  |             |                         |  |  |
| San                          | Altonio, 1x 78251                               |          |              |                       | INSURER(S) AFFORDING COVERAGE NAIC#              |                            |                             |  |             |                         |  |  |
| INSU                         | RED   |          |              |                       | INSURER A: Sentinel Insurance Company Ltd. 11000 |                            |                             |  |             |                         |  |  |
| LAN                          | IPHIER - GREGORY, INC                           |          |              |                       |  | Prope                      |                             | ty Insurance Com                                   | pany        | 34690                   |  |  |
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|                              | OFFICER/MEMBER EXCLUDED?<br>  (Mandatory in NH) |          |              |                       |  |                            |                             | E.L. DISEASE -EA EN                                | MPLOYEE     | \$1,000,000             |  |  |
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## **ADDITIONAL REMARKS SCHEDULE**

Page \_2 of \_2

| AGENCY  |                                    | NAMED INSURED   |  |  |  |  |  |  |
|---|------------------------------------|---|--|--|--|--|--|--|
| HINDSIGHT INSURANCE SERVICES/PHS  |                                    | LAMPHIER - GREGORY, INC   |  |  |  |  |  |  |
| POLICY NUMBER   |                                    | 4100 REDWOOD RD STE 20A #601  |  |  |  |  |  |  |
| SEE ACORD 25  |                                    | OAKLAND CA 94619-2318   |  |  |  |  |  |  |
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| ADDITIONAL REMARKS  |                                    |   |  |  |  |  |  |  |
| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE  |                                    |   |  |  |  |  |  |  |
| FORM NUMBER: ACORD 25 FORM TITLE:   | CERTIFICA                          | TE OF LIABILITY INSURANCE   |  |  |  |  |  |  |
| Endorsement WC040306, attached to this pol Form SS0008, attached to this policy. Waiver | icy. Coverage is<br>of Subrogation | Ite Holder per the Waiver of Our Right to Recover from Others or primary and noncontributory per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability older is an additional insured per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies in favor of the Certificate Holder per the Business Liability Coverage applies the Certificate Holder per the Business Liability Coverage applies the Certificate Holder per the Business Liability Coverage applies the Certificate Holder per |  |  |  |  |  |  |
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|   | 4 N   |           | Onla Adaria     | -11' O1                                    | Desired       |   | 0:1      |                       |                  | 0.0                     |   |  |
| Proj  | ect Nan   | ne        | Cole Admini     | stration Center                            |               |   | Site     |                       | _   1            | 09                      |   |  |
|   |   |           |                 |  |               | Directions                              |          |                       |                  |                         |   |  |
| Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board. |   |           |                 |  |               |   |          |                       |                  |                         |   |  |
|   | Attachment Checklist x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000.  x Workers compensation insurance certification, unless vendor is a sole provider |           |                 |  |               |   |          |                       |                  |                         |   |  |
| Ono   | ormot   | X III     | toro compone    | outer mediane                              |               |   |          | sio provider          |                  | *********************** |   |  |
|   |   |           |                 |  | Contract      | or Informatio                           |          |                       |                  |                         |   |  |
|   | tractor Na  |           | Lamphier-G      | regory                                     |               | Agency's Cor                            | ntact    | Scott Gregor          | у                |                         |   |  |
|   | D Vendo   |           | 002483          |  |               | Title                                   | Τ        | President             |                  |                         |   |  |
|   | et Addres   | S         |                 | ood Road, Suite                            | 20A           | City                                    |          | tland S               | State            | CA Z                    | Zip 94619                               |  |
|   | phone   |           | 510-535-669     |  |               | Policy Expire                           |          |                       |                  |                         |   |  |
|   | tractor His   | i         |                 | een an OUSD c                              | ontractor? >  | Yes ∐ No                                |          | orked as an O         | USD e            | mployee                 | ? 🗌 Yes X No                            |  |
| ous   | D Projec  | t #       | 19119           |  |               |   |          |                       |                  |                         | *************************************** |  |
|   |   |           |                 | Term of                                    | Original      | /Amended                                | Con      | tract                 |                  |                         |   |  |
|   |   |           |                 | remi oi                                    | Origina       | i, Amenaca                              | COII     | tract                 |                  |                         |   |  |
|   | te Work   |           |                 |  |               | ork Will End By                         |          |                       |                  |                         |   |  |
| effe  | ctive date  | of contra | act)            | 9-09-2021                                  |               | onstruction contra                      |          |                       | pletion          | date) 1                 | -31-2023                                |  |
| L   |   |           |                 | L  | New Da        | te of Contract                          | Ena (    | If Any)               |                  |                         |   |  |
|   |   |           |                 | Comper                                     | sation/       | Revised Co                              | mnei     | esation               |                  |                         |   |  |
|   |   |           |                 | Compen                                     | isation, i    | tevised coi                             | iipei    | isación               |                  |                         |   |  |
| If N  | New Con   | tract, T  | otal            |  |               | If New Cont                             | ract,    | Total Contrac         | t                |                         |   |  |
| Co  | ntract Pi   | rice (Lu  | ımp Sum)        | \$   |               | Price (Not to                           |          |                       |                  | \$90,33                 | 30.00                                   |  |
| Pa  | y Rate F  | er Hou    | Ir (If Hourly)  | \$   |               | If Amendme                              | nt, Cl   | t, Change in Price \$ |                  |                         |   |  |
| Oth   | her Expe  | enses     |                 |  |               | Requisition                             | Numb     | per                   |                  |                         |   |  |
|   |   |           |                 |  | Budget        | Information                             |          |                       |                  |                         |   |  |
|   | If you are  | e plannin | g to multi-fund | a contract using Li                        |               |   | tate an  | d Federal Office      | before           | completing              | g requisition.                          |  |
| Res   | ource#  | Fund      | ing Source      |  |               | Org Key                                 |          |                       |                  | Object                  | Amount                                  |  |
|   |   |           |                 |  |               |   |          |                       |                  | Code                    |   |  |
| 77  | 10/9805   | F         | und 35          | 350-7710-0-9                               | 9805-8500     | -6289-109-918                           | 30-99    | 03-9999-9999          | 99               | 6289                    | \$90,330.00                             |  |
|   |   |           |                 |  |               |   |          |                       |                  |                         |   |  |
|   |   |           |                 |  |               | (in order of ap                         |          |                       |                  |                         |   |  |
|   |   |           |                 | e contract is fully a<br>before a PO was i |               | a Purchase Order                        | is issu  | ed. Signing this      | docum            | ent affirms             | s that to your                          |  |
| KIIOW   | Division  |           | e not provided  | before a FO was i                          | ssueu.        | Phone                                   |          | 510-535-7038          |                  | Fax                     | 510-535-7082                            |  |
|   |   |           | F11141 DI       |  |               | FIIOITE                                 |          | 310-333-7038          |                  | rax                     | 310-333-7082                            |  |
| 1.  | Acting D  | irector,  | Pacilities Plan | ning and Manage                            | ement         |   | <u> </u> |                       |                  | -1-                     |   |  |
|   | Signatur  | e         | LI WAY          | run  |               |   | Da       | ite Approved          | 8/1              | 1/20                    | 21                                      |  |
|   | General   | Couns     | , Dynartmen     | of Facilities Plani                        | ning and Mar  | nagement                                |          |                       |                  |                         |   |  |
| 2.  | Signatur  | e /       | 1777            | Lozano S                                   | mith, as to f | form only                               | Da       | ite Approved          | 8/10/            | <br>21                  |   |  |
|   | Deputy (  | Chief. Fa | cili ie Planni  | no and Managem                             | ent           |   |          |                       |                  | 1                       |   |  |
| 3.  | Signatur  |           | 61              |  |               |   |          | ate Approved          | 8                | 11/21                   |   |  |
| J.  | Chief Fir   |           | Officer         |  |               |   |          |                       |                  |                         |   |  |
| 4.  | Signatur  |           |                 | ***************************************    |               | *************************************** | D        | ate Approved          |                  |                         | *************************************** |  |
|   | Presider  | it, Board | l of Education  |  |               |   |          |                       |                  |                         |   |  |
| 5.  | Signatur  | е         |                 |  |               |   | D        | ate Approved          |                  |                         |   |  |