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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Kenya Chatman, Executive Director

Board Meeting Date December 11, 2024

Subject General Services Agreement – Michael Baker International, Inc. – Melrose Leadership Academy at Maxwell Park Elementary New Classroom Building and Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement and Contractor by and between the **District** and **Michael Baker International, Inc.**, Walnut Creek, California, for the latter to provide California Environmental Quality Act (CEQA) Consulting Services, as further described in Exhibit A of the Agreement, incorporated herein by reference as though fully set forth for the **Melrose Leadership Academy at Maxwell Park Elementary New Classroom Building and Modernization Project** in the not-to-exceed amount of **\$102,641.00** which includes a contingency fee of **\$9,331.00**, with the work scheduled to commence on **December 12, 2024**, and scheduled to last until **June 30, 2025**.

Discussion Consultant was selected through an RFP process, using a competitive process consistent with Government Code (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of General Services Agreement and Contractor by and between the District and Michael Baker International, Inc., Walnut Creek, California, for the latter to provide California Environmental Quality Act (CEQA) Consulting Services, as further described in Exhibit A of the Agreement, incorporated herein by reference as though fully set forth for the Melrose Leadership Academy at Maxwell Park Elementary New Classroom Building and Modernization Project in the not-to-exceed amount of \$102,641.00 which includes a contingency fee of \$9,331.00, with the work scheduled to commence on December 12, 2024, and scheduled to last until June 30, 2025.

Fiscal Impact Fund 21-Building Fund – Measure Y

- Attachments**
- Contract Justification Form
 - Agreement, including Exhibits
 - Certificate of Insurance
 - Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-2738

Department: Facilities Planning and Management

Vendor Name: Michael Baker International, Inc.

**Project Name: Melrose Leadership Academy at Maxwell Park Elementary
New Classroom Building and Modernization Project**

Project No.: 22126

Contract Term: Intended Start: December 12, 2024

Intended End: June 30, 2025

Total Cost Over Contract Term: \$102,641.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

The consultant was selected through an RFP, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

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

The consultant will provide CEQA Consulting Services Melrose Leadership Academy at Maxwell Park Elementary School New Classroom Building and Modernization Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The District received proposals through an RFQ/P process, which includes reviewing and scoring proposals. The consultant's price was fair and reasonable compared to the prices submitted by the other responding consulting firms.

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 (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/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:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

The consultant was selected through an RFP process, using a competitive process consistent with Government Code (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **December 12, 2024** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Michael Baker International, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For Melrose Leadership Academy at Maxwell Park Elementary New Classroom Building and Modernization Project (“Project”), CEQA Consulting Services (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Michael Baker International, Inc., consultants specially qualified to provide the services required by the District.

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.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. 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. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) 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; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or

{SR801406}

General Services Agreement – Michael Baker International, Inc.- Melrose Leadership Academy at Maxwell Park Elementary New Classroom Building and Modernization Project \$102,641.00

tuberculosis certification sections of this Agreement. 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 **One Hundred Two Thousand Six Hundred Forty-One Dollars (\$102,641.00)**, which consists of a not-to-exceed amount of **Ninety-Three Thousand Three Hundred Ten Dollars (\$93,310.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Nine Thousand Three Hundred Thirty-One Dollars (\$9,331.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services 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 will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** 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. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

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 Section 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 a combined single limit not less than \$1,000,000 each occurrence; (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions. 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.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor’s performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District’s business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. 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. Unless required by law, 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. If applicable, 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. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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

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

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

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 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.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. 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 District's governing board.

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

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

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. 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 a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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 for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party 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 either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any

manner with the interests of the District.


38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District’s governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.

* * * * *


Address for District Notices:	Address for Contractor Notices:
OUSD 955 High Street Oakland, CA 94601	Michael Baker International, Inc. 500 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94596

OAKLAND UNIFIED SCHOOL DISTRICT




 Benjamin Davis, President,
 Board of Education

 Kyla Johnson-Trammell, Superintendent
 & Secretary Board of Education



 Preston Thomas, Chief Systems & Services
 Officer Management



 James Traber, Esq.
 Counsel, OUSD

12/12/2024

 Date

12/12/2024

 Date

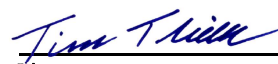
Nov 6, 2024

 Date

11/04/2024

 Date

MICHAEL BAKER INTERNATIONAL, INC.



 Signature

11/04/2024

 Date

 Tim Thiele, VP, Office Executive
 Print Name, Title

EXHIBIT A

Scope of Services



Project Name Ultimate Client Contact Information	Description of Project and Services CEQA Contract Costs	Project Status	Project Mgr / Dir
owen_chang@cjusd.net (909) 580-6642			
16. Window Replacement and ADA Improvements at Historic Wilson Elementary School CE Colton Joint USD Owen Chang, Director Facilities, Planning & Construction owen_chang@cjusd.net (909) 580-6642	Michael Baker evaluated whether the proposed windows would comply with SOIS for the school, which is designated as a local landmark. Michael Baker further prepared a CE for the project. Contract: \$10,000.	4/1/2024 – 8/31/2024	Barbara Heyman
17. Temple City High School Athletic Facilities Modernization CE Temple City USD Anthony Salazar, Director of Facility Services/Maintenance Asalazar@tcusd.net (626) 548-5038	Michael Baker conducted a biological resources technical memo and prepared documentation to support a CE for the modernization of the existing track and field, baseball field, and new tennis courts at the high school campus. The project also required the realignment of a public water main. Contract: \$20,550.	12/1/2023 – 6/30/2024	Barbara Heyman
18. Eisenhower and Rialto High Schools Baseball Field Lighting CEs Rialto USD Angie Lopez Director of Facilities Planning alopez@rialtousd.org (909) 421-7555	Michael Baker conducted two biological resources technical memos and prepared documentation to support two CEs for the lighting of baseball fields Contract: \$9,840 per site.	12/1/2023 – 6/30/2024	Barbara Heyman
19. Terra Linda High School Capital Facilities Improvements EIR San Rafael City Schools (SRCS) Bill Savidge, K12 School Facilities (510) 610-0601	SRCS proposed three phases of capital improvements at the existing high school, including replacement of the lighted aquatics facility and new synthetic multiuse field. Michael Baker prepared an EIR that was supported with nighttime visual simulations; biological resources assessment; cultural resources study and tribal consultation; air quality, GHG emissions, energy consumption, and noise impact analyses; and vehicle miles traveled impact assessment. Contract: \$211,395.	6/22/2023 – 6/30/2024	Barbara Heyman
20. Torrey Pines High School Capital Facilities Improvements CE San Dieguito Union High School District (SDUHSD) John Addleman, Executive Director of Planning Services john.addleman@sduhsd.net (760) 753-6491 x5532	SDUHSD proposed a new aquatics center at the existing high school campus to serve their aquatics programs, as well as another district high school. Michael Baker prepared environmental documentation to support a CE. Contract: \$20,000	6/20/2023 – 6/30/2024	Barbara Heyman

2.5 Scope of Work

Project Understanding. The District proposes to construct a new two-story building, Building B, within the playground of the northern portion of the Maxwell Park Elementary School site at 4730 Fleming Avenue in the City of Oakland. Building B would include six classrooms, six restrooms, and supporting spaces. Existing portable classrooms would be removed. The existing Building A would also be renovated, including replacement of the HVAC systems and structural upgrades. According to Project plans, the structural improvements would involve installing “FRP,” which is either fiberglass reinforced plastic or polymer, on the interior and exterior of the building structure.

Project Approach. Based on Michael Baker’s understanding of the proposed improvements, experience with similar projects, and knowledge of CEQA, we concur with the District’s initial assessment that the Project may qualify for a CE under Class 1, Existing Facilities (CEQA Guidelines Section 15301) and Class 14, Minor Additions to Schools (CEQA Guidelines Section 15314). The Project may also qualify for a CE under Class 4, Minor Alterations to Land (CEQA Guidelines Section 15304) and Class 31, Historical Resource Restoration/Rehabilitation (CEQA Guidelines Section 15331).

Michael Baker will confirm which CE Classes are applicable to the Project and prepare documentation to demonstrate how the Project may meet the conditions under these applicable classes. Michael Baker will also evaluate whether any exceptions to exemptions apply, pursuant to CEQA Guidelines Section 15300.2. Of interest is subsection f, which provides that a CE cannot be used for a project which may cause a substantial adverse change in the significance of a historical resource. It does not appear that the Project site or school building is currently listed on any national, state, or local register as a historical resource



or landmark. **However, the City of Oakland has identified the property as a “Potential Designated Historic Property.”**¹ The Maxwell Park Elementary building, constructed in 1925, was one of several new Oakland elementary schools constructed with funds from the school bond of 1924. It has an Oakland Cultural Heritage Survey rating of C3, indicating a building of minor importance, not located in a historic district. Most “C” rated buildings have been found eligible as CEQA historical resources. Michael Baker will confirm whether the property is currently listed on one or more registers as part of the CE documentation. However, **as the CEQA Lead Agency, it is within the District’s discretion to determine if the property is eligible for listing on any of the registers.** Please note: If the District prepares a cultural resources study and the study finds that the property and/or building is indeed eligible for listing on one or more historical registers, it is still possible that the Project may be exempt from extended CEQA evaluation so long as it is further determined that the proposed improvements are consistent with the SOIS for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.

If the Project is disqualified from the application of the CE, Michael Baker believes it will most likely be due to the potential historical nature of the property. If so, according to CEQA Guidelines Section 15064.5(b), the Project would require the preparation of an EIR. In an effort to comply with requirements of the RFQ/P, we have included three scopes of work for the Project’s CEQA compliance: CE, Mitigated Negative Declaration (MND), and EIR. Due to the specific requests and page limitation of the RFQ/P, **the scope and fee for the EIR is under Section 5, Additional Data.**

CE Scope of Work

CE Task 1: Project Management

Michael Baker’s Project Manager will be available to the District throughout the assignment to discuss the Project, coordinate the Project schedule, and exchange information. Project management activities include monitoring the Project schedule and budget, ensuring critical timeline milestones are met, and providing quality control review of all completed work products. A budget amendment may be submitted for additional Project management fees if the schedule is extended beyond that projected.

Deliverables:

- Ongoing Project management for the duration of the CE process (assumes one hour per week for approximately 14 weeks)

¹ City of Oakland, Planning and Zoning Map. Accessed October 14, 2024.

<https://oakgis.maps.arcgis.com/apps/webappviewer/index.html?id=3676148ea4924fc7b75e7350903c7224>



CE Task 2: Project Initiation / Project Description

Kickoff Meeting. Upon notice to proceed from the District, the Project Manager and Michael Baker team will virtually meet with the District's Project team to confirm Project characteristics and data needs. At the meeting, we will discuss known issues of concern, including impacts to historical resources, if appropriate, the proposed approach for CEQA compliance, and the CEQA schedule. If needed, we will address anticipated changes to the scope of work. We will confirm proper communication protocols between Michael Baker and the District's Project team, as well as the City of Oakland and community, if needed. Michael Baker will provide meeting notes and an action item list based on decisions made at the meeting.

The following information will be requested for developing the Project description and to support the environmental analysis:

- Proposed on-site improvements, including site plan, and demolition, grading, landscape, and utility plans.
- Proposed off-site improvements, if any, including drainage, road, grading, and utility improvements.
- Existing operations of the Project site, including use by the District and community.
- Proposed operations, including anticipated expanded community use, of the school, if at all.
- Displaced operations at the Project site, if applicable, during Project construction.
- Construction schedule, grading/excavation/paving quantities, and a construction equipment list per construction phase.
- Technical studies, including but not limited to Phase 1 Environmental Site Assessment, geotechnical investigation, hydrology study, Storm Water Pollution Prevention Plan, water quality management plan, and previously prepared environmental documentation, including biological surveys, conducted for the Project site, if available.

Site Visit and Project Description. Michael Baker will conduct a site visit and draft the Project description, which will be submitted to the District for approval prior to the start of any technical analysis.

Deliverables:

- Meeting agenda and distribution of initial meeting notes including action items (digital format)
- One site visit
- Project description (digital format)

Meetings:

- Attendance at one kickoff videoconference by the Project Manager

CE Task 3: Technical Evaluations

CE Task 3a: Historic Resources Evaluation (Optional)

As an optional task, Archaeological/Historical Consultants (A/H/C) will be retained to complete a historic resources evaluation. A/H/C will conduct historical research of the property. A qualified historian will review building permits, Sanborn maps, city directories, newspapers, documents on file at the History Center and Oakland Public Library, and other research sources to prepare a historic context statement for the property. An architectural historian will conduct a site visit to the property, which will provide the basis of a detailed architectural description. The property will be evaluated under the criteria of the California Register of Historical Resources, and the character-defining features will be identified. California Department of Parks and Recreation DPR 523 Form will be prepared using the California Office of Historic Preservation's guidelines for recording historic resources. A/H/C will prepare a memorandum summarizing the results of the above tasks, including eligibility findings.

CE Task 3b: Historic Resources Design Review (Optional)

If Task 3a determines that the school is eligible for listing on the California Register of Historical Resources, A/H/C's architectural historian will review the site plans to determine whether the proposed alterations to the historical resource comply with the SOIS. The results of the analysis will be prepared as a memorandum report.

Deliverables:

- Draft and final technical evaluations (digital format)

CE Task 4. Draft CE Evaluation Report and Notice of Exemption (NOE)

Michael Baker will draft an exemption evaluation report. The letter report will include a description of the Project and Project background, existing conditions of the Project site, site surroundings, and proposed improvements. It will include a discussion of the CEQA regulatory setting and CE criteria, including whether exceptions provided in CEQA Guidelines Section 15300.2 (a) through (f) apply to the Project.



The analysis will be based on available literature, including but not limited to the City of Oakland General Plan, EIR, land use and zoning maps, state and federal agency databases for hazardous waste sites, technical studies completed by the District's Project team, a cultural records search with the Northwest Information Center, Sonoma State University, Rohnert Park, and the optional technical evaluations under CE Task 3, if prepared.

Should the evaluation find the Project meets the requirements of CE Classes, 1, 4, 14, and/or 31 and none of the exceptions apply, Michael Baker will prepare an NOE, per CEQA Guidelines Section 15062, which will include a brief description and location of the Project; a finding that the Project is exempt from CEQA, including a citation to the State Guidelines section(s) or statute(s) under which it is found to be exempt; and a brief statement of reasons to support the finding. The administrative draft NOE and exemption evaluation report will be submitted to the District for review and comment.

Deliverables:

- Draft NOE and CE evaluation report (digital format)

CE Task 5. Final CE Evaluation Report and NOE

Michael Baker will discuss with the District any relevant issues or concerns of the draft CE evaluation report and NOE. We will revise the NOE and CE evaluation report upon receipt of comments. The budget assumes one round of revisions and that there are no substantive changes to the Project description.

Deliverables:

- Final NOE and CE evaluation report (digital format)

CE Task 6. Board Documents / NOE Filing

Michael Baker will draft the staff report and resolution for approval of the NOE and Project. If the Project is approved, Michael Baker will prepare a check for \$50 and file the NOE with the Alameda County Clerk-Recorder and State Clearinghouse. The filings of the NOE start a 35-day statute of limitations period on legal challenges to the agency's decision that the Project is exempt from CEQA. If the NOE is not filed, a 180-day statute of limitations will apply. The NOE will not be circulated for public review, and it is assumed no public meetings will be required.

Deliverables:

- Draft staff report and resolution (digital format)
- Prepare the NOE and file with the Alameda County Clerk-Recorder and State Clearinghouse

MND Scope of Work

MND Task 1: Project Management

The MND Task 1 scope of work would be the same as the CE Task 1, except for the length of time.

Deliverables:

- Ongoing Project management for the duration of the MND process (assumes one per week for 24 weeks)

MND Task 2: Project Initiation / Project Description

The MND Task 2 scope of work is the same as the CE Task 2 work scope.

Deliverables:

- Meeting agenda and distribution of initial meeting notes including action items (digital format)
- One site visit
- Project description (digital format)

Meetings:

- Attendance at one kickoff videoconference by the Project Manager

MND Task 3: Technical Evaluations

The MND will require the below supporting technical evaluations.



MND Task 3a: Cultural Resources Evaluation

The MND Task 3a would be the same as the CE Task 3a. In addition, A/HC will assist the District in meeting Native American consultation requirements pursuant to Assembly Bill (AB) 52. In coordination with the District, draft consultation letters will be prepared for tribes who have requested AB 52 notification. Because consultation is required to be government-to-government, pursuant to state law, we assume the District will copy the draft letters onto District letterhead and mail the letters by certified mail and email if the Native American Heritage Commission provides an email address. A/HC will prepare a consultation log with supporting documentation (e.g., letters, emails, phone conversation summaries). It is assumed that no consultation meetings will be required. If AB 52 consultation meetings are required, we will bill on time and materials, based on the personnel involved.

MND Task 3b: Historic Resources Design Review (Optional)

The MND Task 3b is the same as the CE Task 3b.

MND Task 3c: Air Quality and Greenhouse Gas Emissions Analysis

Depending on Michael Baker's technical staff's availability, either we or a trusted subconsultant, such as ECORP Consulting or Vista Environmental, will conduct an air quality and GHG emissions assessment technical report that will quantify emissions generated by the Project using the most recent version of the California Emissions Estimator Model modeling software, which is designed to quantify pollutant emissions associated with the construction and operation of a variety of land use projects. Project criteria air pollutant and GHG emissions will be compared to the thresholds of significance promulgated by the Bay Area Air Quality Management District (BAAQMD). Michael Baker will also prepare an inventory of the GHG emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct and indirect sources. Total GHG emissions from construction activities will be amortized into the GHG emissions inventory. The analysis will review Project consistency with applicable plans for the purpose of reducing GHG emissions, such as California Air Resources Board's 2022 *Climate Change Scoping Plan*.

The Project site is located in close proximity to existing sensitive land uses. Project construction would employ the use of heavy-duty offroad equipment, a source of diesel particulate matter, which is a toxic air contaminant (TAC). The Michael Baker team will prepare a Construction Health Risk Assessment to address the Project's construction health impacts on nearby receptors, per CEQA guidelines. Project emissions calculations will be combined with regulatory and industry-based specifications to quantify emissions of TACs. The assessment will present background information on TACs and health risks, the assumptions used for the modeling methods, and the results of the analysis. Pollutant concentrations and corresponding health risk from Project construction activities will be identified, as well as mitigation measures, if necessary. The analysis will be supported by modeling documentation, which will be included as an appendix to the technical report.

Deliverables:

- Draft and final technical evaluations (digital format)

MND Task 4: Administrative Draft Initial Study and MND

Michael Baker will prepare an Initial Study. Consistent with CEQA Guidelines Section 15063(d), it will contain a description of the Project. The Initial Study will describe the Project location and environmental setting; include analysis of the below environmental checklist questions (CEQA Guidelines Appendix G); address whether the Project will be consistent with applicable zoning; and identify feasible mitigation measures, if required to reduce potentially significant impacts.

- | | | |
|------------------------------------|---------------------------------|-------------------------------|
| ▪ Aesthetics | ▪ Greenhouse Gas Emissions | ▪ Public Services |
| ▪ Agriculture / Forestry Resources | ▪ Hazards / Hazardous Materials | ▪ Recreation |
| ▪ Air Quality | ▪ Hydrology / Water Quality | ▪ Transportation |
| ▪ Biological Resources | ▪ Land Use / Planning | ▪ Tribal Cultural Resources |
| ▪ Cultural Resources | ▪ Mineral Resources | ▪ Utilities / Service Systems |
| ▪ Energy | ▪ Noise | ▪ Wildfire |
| ▪ Geology / Soils | ▪ Population / Housing | ▪ Mandatory Findings |

Findings will be clearly substantiated for each checklist question and explain the basis for the assessment of no impact, less than significant impact, or less than significant with mitigation incorporated. If the analysis identifies potentially significant impacts that cannot be feasibly mitigated to below significance, Michael Baker will immediately bring this to the District's attention.



Michael Baker will draft the MND for the District's review and placement on its letterhead. The MND will include the contents outlined in CEQA Guidelines Section 15071. The administrative draft Initial Study, MND, and supporting technical modeling and studies will be submitted to the District for review.

Michael Baker will discuss with District staff the appropriate policies, plans, and regulatory thresholds to be used in the analyses. The analyses will be supported by environmental documentation previously prepared for the Project site, if available; online literature, such as City of Oakland public documents, including its General Plan and certified Final EIR, if available; agency databases and records searches; technical studies that the District will prepare, including the Project's geotechnical investigation, hydrology study, and water quality assessment, if applicable; and technical analyses identified under MND Task 3 prepared by Michael Baker.

Deliverables:

- Administrative draft Initial Study and MND (digital format)

MND Task 5: Publicly Circulated Initial Study and MND

The budget assumes one round of revisions to the administrative draft Initial Study and MND. It is requested that the District consolidate its comments in written form to avoid potential conflicting comments. It is assumed that no more than eight hours of the Project Manager's time allocated to this task will be required to address the District comments. If the comment level is higher than anticipated and/or more than one iteration of review/revision is required due to factors beyond the control of Michael Baker (including Project revisions and information not provided prior to the start of the Initial Study), the additional work may be considered out of scope and require a budget augment.

Upon the District's approval of the administrative draft Initial Study and MND, Michael Baker will conduct final edits, formatting, and QA/QC. The Project Manager will visually inspect each page of the Initial Study and MND to ensure the report is properly formatted. Our in-house production team will be responsible for producing the documents, creating digital copies, and mailing the Notice of Intent (NOI), Initial Study, and MND to the recipients on the Project's distribution list to be developed with the District. It is assumed the District will publish the NOI in a newspaper of public circulation.

Deliverables:

- Publicly circulated Initial Study and MND - 5 bound copies
- Distribute NOI and MND to agencies and interested parties

MND Task 6: Responses to Comments

Following the close of the public review period, Michael Baker will draft responses to comments. Comments that do not address the adequacy of the environmental analysis will be noted accordingly, and a response will not be provided, unless determined necessary by the District. Responses will be prepared by Michael Baker with input from the District and Project team. Each comment will be numerically identified with a reference number, and responses will refer to the comment reference numbers. Changes to the text or graphics of the publicly circulated Initial Study and MND will be made either in the responses to comments and/or an errata section.

It is assumed that no more than eight hours of the Project Manager's time allocated to this task will be used to cover efforts by any member of the consulting team to respond to comments. If an unexpectedly large volume of comments is received, or if certain comments result in the need for substantial responses or new research or analysis, the initial budget may not be sufficient. Should this situation become apparent, we will discuss this concern with the District before the responses budget is consumed and determine an appropriate course of action.

Deliverables:

- Responses to comments (digital format)
- Transfer of all accompanying data, graphics, maps, etc.

MND Task 7: Mitigation Monitoring and Reporting Program

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared pursuant to Section 15097 of the CEQA Guidelines. It will be presented in standard District format, if available, and will identify the significant impacts that would result from the Project, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible



for implementing the mitigation measure, and the District and/or other agency responsible for monitoring the mitigation effort and ensuring its success.

Deliverables:

- Draft and final MMRP (digital format)

MND Task 8: Board Meeting/Notice of Determination (NOD) Filing

Michael Baker will draft the text for the Project's staff report and resolution for the adoption of the MND and approval of the Project. The documents will include findings that the Board of Education may be required to make pursuant to the California Education Code and Public Resources Code related to new construction for school properties. Michael Baker will prepare the NOD. If the District adopts the MND and approves the Project, Michael Baker will file the NOD with the State Clearinghouse. It is assumed the District will file the NOD with the Alameda County Clerk-Recorder, via overnight mail. It is also assumed the District will prepare a check for approximately \$3,050 (\$3,000 [the 2025 California Department of Fish and Wildlife (CDFW) filing fee] + \$50 [County administration fee]) for the filing with the Alameda County Clerk-Recorder.

Deliverables:

- Draft staff report and resolution (digital format)
- Prepare the NOD and file with the Alameda County Clerk-Recorder and State Clearinghouse

3. LITIGATION

Michael Baker is a large international firm with an 84-year history of working on a variety of complex projects. Through the normal course of business, we can become involved in litigation or claims, not untypical for the work we perform. It is not anticipated that any such litigation would impact the firm's ability to perform the services contemplated under this proposal. The firm's legal department may make certain nonconfidential information regarding litigation (if any) available upon specific written request. To the best of this proposer's knowledge, there have been no recent findings of guilt or liability under civil or criminal litigation which is known to have been entered into for this geographic area for these types of services.

4. PROFESSIONAL FEES

4.1 Proposed CE and MND Fees

The fees to complete the CE and MND work scopes presented herein are below. They do not include the 10 percent contingency fee.

- Categorical Exemption:
 - Without Optional Task: **\$23,570**
 - With Optional Task: **\$38,570**
- Mitigated Negative Declaration:
 - Without Optional Task: **\$89,310**
 - With Optional Task: **\$93,310**

The budgets are based on Michael Baker's 2024-25 fee schedule (Section 4.2) and represent our best estimate of the level of effort required to complete the work in a professional and timely manner. They include a line item for a 10 percent contingency of the proposed fee.

EXHIBIT B

Hourly Rates



Fee Breakdown – Categorical Exemption

CE Tasks	QA/QC	Project Manager	Staff Planner	Sr. Specialist	Staff Specialist	Graphics	Tech Editor	Sub-Consultant	Total
1. Project Management		14							\$3,080
2. Project Initiation / Project Description		16							\$3,520
3a. Historical Resources Evaluation (<i>Optional \$11,000</i>)									
3b. Historical Resources Design Review (<i>Optional \$4,000</i>)									
4. Draft CE Evaluation Report and NOE	2	24	24	12	8	4	8		\$11,300
5. Final CE Evaluation Report and NOE		8	8						\$2,760
6. Board Documents / NOE Filing		4	8				2		\$2,110
Labor Hours	2	66	40	12	8	4	10		
Reimbursables									\$800
California Historic Resources Information Center (CHRIS) Records Search (\$500)									
Misc. Postage, Overnight Mailings, Courier (\$50)									
Misc. Copies (\$50)									
Mileage and Toll (\$150)									
County Clerk Filing (\$50 County Admin Fee)									
								CE Total (Without Optional Task)	\$23,570
								CE Total (With Optional Task)	\$38,570
								CE Total (Without Optional Task) + 10% Contingency	\$25,927
								CE Total (With Optional Task) + 10% Contingency	\$42,427



Fee Breakdown – Mitigated Negative Declaration

MND Tasks	QA/QC	Project Manager	Staff Planner	Sr. Specialist	Staff Specialist	Graphics	Tech Editor	Sub-Consultant	Total
1. Project Management		24							\$5,280
2. Project Initiation / Project Description		16							\$3,520
3. Technical Evaluations									\$27,000
3a. Cultural Resources Evaluation								\$12,000	
3b. Historical Resources Design Review <i>(Optional \$4,000)</i>									
3c. Air Quality and Greenhouse Gas Emissions								\$15,000	
4. Draft Initial Study and MND	4	80	100	12	8	12	10		\$37,170
5. Publicly Circulated Initial Study and MND		12	4						\$3,140
6. Responses to Comments		16	8				2		\$4,750
7. Mitigation Monitoring and Reporting Program		2	8						\$1,440
8. Board Documents / NOD Filing		4	8				2		\$2,110
Labor Hours	4	154	128	12	8	12	14		
Reimbursables									
California Historic Resources Information Center (CHRIS) Records Search (\$500)									
Reproduction of Initial Study and MND, RTC, MMRP (\$1,000)									
Misc. Postage, Overnight Mailings, Courier (\$100)									
Misc. Copies (\$100)									
Mileage and Toll (\$150)									
County Clerk Filing (\$3,050 = \$50 County Admin Fee + \$3,000 CDFW Fee for Y2025)									\$4,900
MND Total (Without Optional Task)									\$89,310
MND Total (With Optional Task)									\$93,310
MND Total (Without Optional Task) + 10% Contingency (\$8,931)									\$98,241
MND Total (With Optional Task) + 10% Contingency (\$9,331)									\$102,641



4.2 Hourly Billing Rates

Michael Baker International Professional Fee Schedule Year 2024-25

Classification	Hourly Bill Rate
Principal-in-Charge	\$250-\$325
Project Manager	\$150-\$260
Senior Advisor	\$175-\$250
Senior Environmental Planner	\$180-\$250
Environmental Planner IV	\$140-\$180
Environmental Planner III	\$120-\$150
Environmental Planner II	\$100-\$125
Environmental Planner I	\$85-\$110
Environmental Specialist	\$90-\$160
Senior Technical Specialist	\$190-\$280
Technical Specialist IV	\$160-\$230
Technical Specialist III	\$125-\$175
Technical Specialist II	\$90-\$125
Technical Specialist I	\$70-\$90
GIS/Graphics Specialist	\$100-\$150
Field Technician	\$50-\$80
Administrative	\$80-\$120
Technical Editor/Word Processor	\$90-\$150
Project Controls	\$90-\$150

Archaeological/Historical Consultants Professional Fee Schedule Year 2024-25

Classification	Hourly Bill Rate
Principal (Exempt)	\$172
Professional 3 (Exempt)	\$114
Professional 2	\$102
Professional 1	\$90
Field Technician	\$84
Osteologist	\$120
Architectural Historian	\$160

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Vice President *[insert "owner" or officer title]* of Michael Baker International, Inc. *[insert name of business entity]*, have read the foregoing and agree that Michael Baker International, Inc. *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 11/04/2024

Name: Tim Thiele

Signature: 

Title: Vice President, Office Executive

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

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

Section 220.

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

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

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

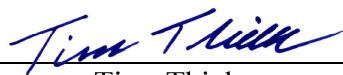
Entity Name: Michael Baker International, Inc.
Date of Entity’s Contract with District: December 12, 2024
Scope of Entity’s Contract with District: CEQA and Environmental Documentation for Melrose Leadership Academy at Maxwell Park Elementary New Classroom Building and Modernization Project

I, Tim Thiele [insert name], am the Vice President [insert “owner” or officer title] for Michael Baker International, Inc. [insert name of business entity] (“Entity”), which entered a contract on November 4, 2024, with the District for CEQA Consulting Services.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: November 4, 2024

Signature: 
Typed Name: Tim Thiele
Title: Vice President
Entity: Michael Baker International, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/31/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Michael Baker International, Inc. 9635 Granite Ridge Drive Suite 300 San Diego CA 92123 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allied World Surplus Lines Insurance Co		24319
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570109222576 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADBL 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 OTHER:			GLO419728103	08/30/2024	08/30/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4197284 03	08/30/2024	08/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC419728203	08/30/2024	08/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B				AOS	08/30/2024	08/30/2025	E.L. EACH ACCIDENT	\$1,000,000
				WC419728503			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O - Professional Liability - Primary			03124806	08/30/2024	08/30/2025	Per Claim	\$5,000,000
				Claims Made			Aggregate	\$5,000,000
				SIR applies per policy terms & conditions				

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

RE: MB Project Name: OUSD - Melrose CEQA. Oakland Unified School District its officers, agents and employees 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 are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of

CERTIFICATE HOLDER Oakland Unified School District Attn: Myra Segovia 955 High Street Oakland CA 94601 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570109222576

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570109222576			
CARRIER See Certificate Number: 570109222576	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

cancellation may be delivered to Certificate holders in accordance with the policy provisions of each policy.

Date: Jul 24, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Recommendation - Scope Specific - CEQA Services

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Referenced Scope: CEQA Services

An availability analysis has been conducted for NAICS Code: 541620 (**Environmental Consultant Services**) with a specialization in CEQA Services, to determine the availability of certified firms to meet local business utilization on projects. Upon review of the City of Oakland, Port of Oakland, and Alameda County certification databases; *we identified 9 L/SLBE firms eligible to perform services within the identified scope.*

360 Total Concept conducted significant outreach to elicit the interest and engagement of the L/SLBE Environmental firms. However, due to low responsiveness from local and small contractors and limited number of firms capable to perform services within the specialized scope, it is recommended that the District waive the entire 50% LBU requirement for the following project(s):

- **CEQA Consulting Services for the Modernization Project At Roosevelt Middle School.**

Please note that updated analyses are done bi-annually as an ongoing assessment. A follow up assessment will be conducted in six months in order to ensure that the Local Business Policy is administered as intended by the Board of Education's policy.

If there are any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Maxwell Park Elementary New Classroom Building and Modernization Project	Site	235
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Michael Baker International, Inc.	Agency's Contact	Barbara Wu Heyman				
OUSD Vendor ID #	002842	Title	Project Manager				
Street Address	500 Ygnacio Valley Road, Suite 300	City	Walnut Creek	State	CA	Zip	94596
Telephone	626-377-0773	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 #	22126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-12-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$102,641.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

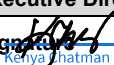
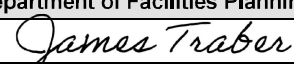
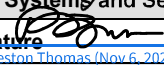
Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9891	Fund 21 Measure Y	210-9655-0-9891-8500-6289-235-9180-9906-9999-22126	6289	\$102,641.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director				
	Signature 	Date Approved	Nov 6, 2024		
	<small>Kenya Zhatman (Nov 6, 2024 07:23 PST)</small>				
2.	Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	11/04/2024		
3.	Chief Systems and Services Officer				
	Signature 	Date Approved	Nov 6, 2024		
	<small>Preston Thomas (Nov 6, 2024 15:18 PST)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			