

Board Office Use: Legislative File Info.	
File ID Number	18- 0207
Introduction Date	2-28-2018
Enactment Number	18-0289
Enactment Date	2-28-2018 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date February 28, 2018

Subject Amendment No. 1 to an Independent Consultant Agreement -Sandis - Fremont New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 1, for an Independent Consultant Agreement between the District and Sandis, Oakland, CA, for the latter a title report for APN 35-2401-1-1, prepare a boundary survey for APN 35-2401-1-1, and a supplemental topographic survey for APN 35-2401-1-1 at a scale of 1"=20', provide pothole survey for the Courland Creek Culvert, review Accessible utilities to verify they are currently operational; provide supplemental topographic survey on the main portion of the campus, in conjunction with the Fremont New Construction Project and to extend the ending date from December 31, 2017 to December 31, 2020. All other terms and conditions of the contract remain in full force and effect.

Discussion Survey Services are required for the design phase of project.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, for an Independent Consultant Agreement between the District and Sandis, Oakland, CA, for the latter a title report for APN 35-2401-1-1, prepare a boundary survey for APN 35-2401-1-1, and a supplemental topographic survey for APN 35-2401-1-1 at a scale of 1"=20', provide pothole survey for the Courland Creek Culvert, review Accessible utilities to verify they are currently operational; provide supplemental topographic survey on the main portion of the campus, in conjunction with the Fremont New Construction Project and to extend the ending date from December 31, 2017 to December 31, 2020. All other terms and conditions of the contract remain in full force and effect.

Fiscal Impact Fund 21, Measure J

Attachments

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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Attachments

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



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Sandis

Project Name: Fremont New Construction **Project No.:** 13158

Contract Term: Intended Start: 9/15/2016 Intended End: 12/31/2020

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

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Vendor had a contract with the district that expired.

Summarize the services this Vendor will be providing.

Provide a title report, a boundary survey, and a supplemental topographic survey for APN 35-2401-1-1 at a scale of 1"=20'. Provide pothole survey for the Courtland Creek Culvert. Review accessible utilities to verify if they are currently oppional. Cost includes a contingency of \$2,950 to be used at the discretion of OUSD. The contingency was included in the original contract. This is an amendment to extend the exisiting contract's date. Non compensable.

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$90,200 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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

LBU EVALUATION FOR MARCUS FOSTER EDUCATIONAL LEADERSHIP CAMPUS
SITE SURVEY SERVICES RFP
January 2016

FIRM/TEAM	LBE/SLBE/SLRBE Firms Names	RESPONSIVE Y/N	PERCENTAGE	Preference Points	NOTES
BKF Engineers		Y	100.0%	4pt	
	BKF Engineers	LBE	100.0%		
KCP, Inc.		Y	100.0%	5pt	
	KCP, Inc.	SLRBE	100.0%		
SANDIS Civil Engineers Surveyors		Y	100.0%	4pt	
	SANDIS Civil Engineers Surveyors	LBE	100.0%		

*The District has conducted an availability analysis for the requested services and determined that the availability of certified firms would not satisfy the 50% LBU participation levels with the 25% or more SLBE/SLRBE participation. Therefore, the local requirement will be adjusted for this RFP to 50% LBU with no maximum on LBE utilization. All 50% LBU participation could be met through use of LBE(s) or SLBE(s).



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Sandis**. OUSD entered into an Agreement with CONTRACTOR for services on **September 28, 2016**, and the parties agree to amend that Agreement as follows:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide reports and surveys for the Fremont New Construction.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>2 years</u>, and the amended expiration date is <u>December 31, 2020</u>.</p>		
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is</p> <p><input type="checkbox"/> Increase of _____ to the original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the contract total is (No change to contract price).</p>		

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 3/7/18
 Aimee Eng, President, Date
 Board of Education

Kyla Johnson-Trammell 3/7/18
 Kyla Johnson-Trammell, Superintendent Date
 Secretary, Board of Education

 Joe Dominguez, Deputy Chief Date
 Facilities, Planning and Management

CONTRACTOR

[Signature] 2/6/18
 Contractor Signature Date

DAVID ANGIERS, ASSOCIATE PRINCIPAL
 Print Name, Title

 Marion McWilliams, Date
 General Counsel, Facilities, Planning and Management

EXHIBIT "A" Scope of Work

Contractor Name: Sandis

Billing Rate: -0-

1. Description of Services to be Provided

The scope of work to provide reports and surveys for the Fremont New Construction.

2. Specific Outcomes:

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

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

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

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

 Cesar Monterrosa
 Director of Facilities Planning & Management

ACORD™

Client#: 351 SANDICIVI
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Dealey, Renton & Associates
INSURED: Sandis Civil Engineers Surveyors Plnrs.
CONTACT NAME: Alison Olsen
PHONE: 510 465-3090
INSURER(S) AFFORDING COVERAGE: Travelers Property Casualty Co, XL Specialty Insurance Co, Travelers Indemnity Co. of Conn.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Policy excludes claims arising out of the performance of professional services.
30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).
Project Name/Number: Avalon Walnut Creek 2/Sandis Job #718020
AvalonBay Communities, Inc. and its officers, directors and employees are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement.

CERTIFICATE HOLDER: Avalon Bay Communities Inc.
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.

Policy Number: 6807H569401

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and

COMMERCIAL GENERAL LIABILITY

collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with

such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Sandis Civil Engineers Surveyors Plnrs.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB4418T906

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

Avalon Bay Communities Inc.
Attn: Marsha Gardiner
455 Market Street, Suite 1650
San Francisco, CA 94107

Job Description:

Project Name/Number: Avalon Walnut Creek 2/Sandis Job #718020

DATE OF ISSUE: 03/03/2017



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Fremont New Construction Project	Site	302
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Sandis	Agency's Contact	David Angers		
OUSD Vendor ID #	I004767	Title	Project Manager		
Street Address	636 9 th Street	City	Oakland	State	CA
Telephone	510-873-8866	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 #	13158				

Term			
Date Work Will Begin	9-15-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2020

Compensation			
Total Contract Amount	\$ 78,500.00	Total Contract Not To Exceed	\$78,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	-\$0-
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	3029905812	6160	\$-0-

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	2/1/18	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	2/5/18	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	16-1827
Introduction Date	9-28-2016
Enactment Number	16-1561
Enactment Date	9/28/16



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Inspiring.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date September 28, 2016

Subject Independent Contractor Agreement - Sandis - Fremont New Construction Project

Action Requested Approval by the Board of Education of an Independent Contractor Agreement between the District and Sandis, Oakland, CA, for the latter to provide a title report for APN 35-2401-1-1, prepare a boundary survey for APN 35-2401-1-1, provide a supplemental topographic survey for APN 35-2401-1-1 at a scale of 1"=20', provide pothole survey for the Courtland Creek Culvert, review accessible utilities to verify they are currently operational; also provide supplemental topographic survey on the main portion of the campus, cost includes a contingency of \$2,950 to be used at the discretion of OUSD, in conjunction with the Fremont New Construction Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing September 29, 2016 and concluding no later than December 31, 2017, in an amount not-to exceed \$78,500.00.

Discussion Additional survey services are needed for the design phase.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method Independent Consultant - Less Than \$87,700.00

Recommendation Approval by the Board of Education of an Independent Contractor Agreement between the District and Sandis, Oakland, CA, for the latter to provide a title report for APN 35-2401-1-1, prepare a boundary survey for APN 35-2401-1-1, provide a supplemental topographic survey for APN 35-2401-1-1 at a scale of 1"=20', provide pothole survey for the Courtland Creek Culvert, review accessible utilities to verify they are currently operational; also provide supplemental topographic survey on the main portion of the campus, cost includes a contingency of \$2,950 to be used at the discretion of OUSD, in conjunction with the Fremont New Construction Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing September 29, 2016 and concluding no later than December 31, 2017, in an amount not-to exceed \$78,500.00.

Attachments

- Independent Contractor Agreement including scope of work
- Certificate of Insurance
- Contractor Proposal



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

Legislative File ID No. 16-1827

Department: Facilities Planning and Management

Vendor Name: Sandis

Project Name: Fremont New Construction Project No.: 13158

Contract Term: Intended Start: 8/11/2016 Intended End: 12/31/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$46,050.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

There was an RFQ process. This vendor was selected from that pool after submitting a proposal for this project based on their credentials and past work with the district.

Summarize the services this Vendor will be providing.

Provide supplemental topographic survey on the main portion of the campus; limited supplemental topographic survey data for adjoining parcels 2202 46th Street, 2017 47th Street, and 2019 47th Street; provide supplemental topographic survey within the public right of way; update the boundary survey to include all APNs around the sites; review accessible utilities to verify they are operational.

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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

INDEPENDENT CONSULTANT
Less Than \$87,700

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the 8th day of August in the year 20_16, between the **Oakland Unified School District** ("District") and **Sandis** ("Consultant"). The District and Consultant may be Individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

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

NOW, THEREFORE, the Parties agree as follows:

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

Provide a title report for APN 35-2401-1-1. Prepare a boundary survey for APN 35-2401-1-1. Provide a supplemental topographic survey for APN 35-2401-1-1 at a scale of 1"=20'. Provide pothole survey for the Courtland Creek Culvert. Review accessible utilities to verify they are currently operational. Cost includes a contingency of \$2,950 to be used at the discretion of OUSD.

Provide supplemental topographic survey on the main portion of the campus; limited supplemental topographic survey data for adjoining parcels 2202 46th Street, 2017 47th Street, and 2019 47th Street; provide supplemental topographic survey within the public right of way; update the boundary survey to include all APNs around the sites; review accessible utilities to verify they are operational.

2. **Term.** Consultant shall commence providing Services under this Agreement on September 15, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on December 31, 2017. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u> Signed Agreement	<u> X </u> W-9 Form
<u> X </u> Insurance Certificates & Endorsements	<u> X </u> Workers' Compensation Certificate
<u> N/A </u> Bonds (as requested by District)	<u> X </u> Debarment Certification
<u> X </u> Fingerprinting/Criminal Background Investigation Certification	Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit**

"B," on an hourly basis and a per-Item basis, as applicable, and up to a maximum amount not-to-exceed **Seventy-eight thousand, five hundred dollars and no cents Dollars (\$78,500.00)** ("Contract Price"). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
9. **Standard of Care.**
 - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

10. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages

("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

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

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

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

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

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

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 14.2.2. Language stating in particular those insured, extent of Insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's Insurance policies shall be primary to any Insurance or self-insurance maintained by District.
 - 14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with Insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being

performed pursuant to this Agreement.

21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
22. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
23. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

900 High Street
Oakland, CA 94601
Tel: 510-535-7038
ATTN: Tadashi Nakadegawa

Consultant

Sandis
636-9th Street
Oakland, CA 94607
Tel: 510-873-8866

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

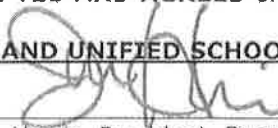
29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

9/29/16
Date

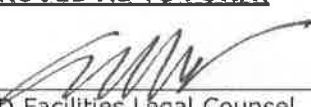

Antwan Wilson, Superintendent & Secretary, Board of Education

9/29/16
Date


Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

8.17.16
Date

CONSULTANT


DAVID ANGERS

8/15/16
Date

Information regarding Consultant:

Consultant: SANDIS

License No.: _____

Address: 636 9th STREET

OAKLAND CA.

Telephone: 510-873-8866 94601

Facsimile: _____

E-Mail: DAUGERS@SANDIS.NET

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: CALIFORNIA
- Limited Liability Company
- Other: _____

Employer Identification and/or
Social Security Number

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

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

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

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

IN WITNESS WHEREOF, this Instrument has been duly executed by the Principal of the above named Consultant on the _____ day of _____ 20__ for the purposes of submission of this Agreement.

By: _____
Signature

Typed or Printed Name

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

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

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

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

Revised July 28, 2016

July 13, 2016

Promo No. 616439

EXHIBIT A

William Newby
OUSD
955 High Street
Oakland, CA 94601
T: 510.703.3144
E: william.newby@ousd.k12.ca.us

**RE: EDNA BREWER OFFSITE IMPROVEMENTS
CONSTRUCTION SURVEY AND TRAFFIC ENGINEERING SERVICES
OAKLAND, CA**

Dear Wil,

Thank you for the opportunity to submit our proposal to provide engineering services for the above referenced project. Our proposal is based on recent email correspondence and telephone conversations.

We propose to provide the following scope of services:

BASE SITE CONDITION CREATION AND UPDATE

T &M \$750

- ◆ Prepare base site plan indicating long-term closures, detours, and accompanying traffic control elements intended to be implemented over long durations or throughout the course of the project. It assumed that an aerial image is acceptable to be used as a starting point for the base file for this project.
- ◆ Revise/update the base site plan based on changing project conditions.

TEMPORARY TRAFFIC CONTROL PLANS

4 PHASES @ \$500/PHASE: \$2,000

- ◆ Prepare temporary traffic control plans and detour plans to accommodate project onsite/offsite improvements per 2012 CA MUTCD and City of Oakland requirements. It is assumed that the contractor will be responsible for applying for, coordinating and picking up any permits that may be required as part of the construction operations.
- ◆ Revise and respond to review comments from the City of Oakland as required.

MEETINGS

1 MEETING @ \$500/MEETING: \$500

Attend coordination and review meetings with Client and City of Oakland staff to discuss traffic related issues and concerns.

SCOPE OF WORK ASSUMPTIONS

- ◆ We assume all project coordination meetings will be held in the San Francisco Bay area or can be handled via teleconference. Should travel outside the San Francisco Bay area be required each meeting will be billed as a time and materials and may include travel time, airfare, ground transportation, hotel and per diem.
- ◆ The scope of work does not include the design of any offsite improvements for utilities or street work.



Revised July 28, 2016

July 13, 2016

Promo No. 616439

William Newby

OUSD

Page 2

- ◆ Our work will be performed using AutoCAD Version 2015, MS Word 2013, MS Excel 2013, and Adobe Acrobat VII.

TERMS AND CONDITIONS

- ◆ This proposal and the master services agreement provided by OUSD will become our contract for services upon execution.
- ◆ Our services will be provided in a manner consistent with the degree and skill ordinarily exercised by a member of the civil engineering and survey profession practicing in the State of California.
- ◆ All reports, plans, specifications, field data, notes and other documents (either electronic or hardcopy) prepared by our office as instruments of service shall remain the property of SANDIS.
- ◆ The client acknowledges the instruments of service of SANDIS shall become the property of the client when the documents are complete and when compensation for services is paid in full. The client is prohibited from making any alterations to the instruments of service without the written consent of SANDIS.
- ◆ Neither SANDIS nor the client shall be liable to the other for consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client, SANDIS, their employees, agents, subconsultants or vendors.
- ◆ The scope of work included in the proposal is limited to the specific scope included and specified only. Any exclusions listed are for clarity only and do not represent a complete list of exclusions to the scope. Any additional scope proposed or done other than that listed in the proposal as included shall be done as an additional service.
- ◆ Agency review and permit fees will not be paid by SANDIS and are not included in this proposal.
- ◆ This proposal is firm for thirty (30) days from the date of this letter.

Our services will be provided for the amounts listed above and will be performed under the master services agreement provided by OUSD. Should a master services agreement not be provided, SANDIS will provide the provisions of the agreement for professional surveying and engineering services.

Pursuant to state law, no work can proceed on this project without written acceptance. Please return one signed copy of this proposal and one signed copy of the master services agreement to our Oakland office as our authorization to proceed.

Regards,

SANDIS

Ron Sanzo, TE, PE, PTOE
Associate Principal

Approved

OUSD

By: _____

Title: _____

Date: _____

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

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



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

Exhibit B''

Revised August 10, 2016

CONSTRUCTION SURVEY ESTIMATE

PROJECT NO: 616439
TODAY'S DATE: 7/26/16
BID DATE: 7/26/16

Project Name: OUSD EDNA Brewer Offsite Improvements

Location: Oakland, CA

We will provide **one set** of construction stakes for the items indicated below:

- **SITE CONTROL**
Provide on-site and off-site control points with horizontal and vertical location to be used for site layout.
- **FINISH GRADE CURB**
Provide finish grade stakes for roadways and parking areas on approximate 50' stations including changes of direction, high, low, and grade break points.
- **LIMITS OF DEMOLITION**
Provide stakes at limits of work at beginning, end and changes of direction.
- **CALCULATIONS & MANAGEMENT**
Project set up and coordination. Provide staking calculations for survey crew and prepare as stake.

The services for items above will be provided for the total sum of **\$3,560 (Three Thousand Five Hundred Sixty Dollars)**. Our work will be done in two (2) move-ins. Each move-in equals one visit of a 2-person crew.

EXCLUDES:

- Restake
- As-built
- Demo/Sawcut

ADDITIONAL SERVICES (not included in this proposal but can be provided)

- **LASER SCANNING**
Existing condition high definition laser scanning can be done as an additional service to supplement As-built conditions and generate BIM Models.
- **UTILITY LOCATING**
Services for mechanical detection of underground utility are also available. Utility location can be provided with the GPS "SPAR" System or field marking can be provided of all detectable utilities.
- **TRAFFIC ENGINEERING AND TRAFFIC CONTROL**
Provide traffic control and lane closure plans as required.
- **QSD/QSP SERVICES**
Provide Storm Water Pollution Prevention Plan (Pre-Construction Services)
Provide function of QSP for the project, except where individual general contractor control/input is required.

1700 S. Winchester Boulevard | Campbell, CA 95008 | P. 408.636.0900 | F. 408.636.0999 / www.sandis.net

Revised August 10, 2016

July 26, 2016

Project: OUSD EDNA Brewer Offsite Improvements

Project No. 616439

Page 2

This scope is based upon Design Development Plans provided by Urban Design Consulting Engineers.

Our proposal is based on Sandis performing staking calculations up to 4 weeks in advance of the required field work. Any plan changes or staking layout changes within the 4 weeks prior to the field work will require extra time and fee for those adjustments and recalculations.

It is the client's/contractor's responsibility to notify Sandis of any plan changes that affect our work. Timely notification of changes can help reduce recalculation impacts.

Plan changes after contract award may affect Sandis' layout fee and schedule. These include plan changes that affect the calculation complexity, field productivity, increased mobilizations or overall quantity of work to be performed regardless of the overall material quantity changed or increased.

It shall be the responsibility of the client/contractor to provide two complete and current sets of plans, specifications, design changes, and RFI clarifications for our use whether or not engineering plans were prepared by Sandis.

Client/Contractor acknowledges and agrees to indemnify and hold harmless, Sandis for any, and all costs arising out of staking performed based upon incomplete or outdated information.

If re-staking of survey points is required due to disturbance, removal, contractor activities, subcontractor activities, or other means, they shall be re-staked at an additional fee.

Contractor shall sign an extra staking tag at the time re-staking is done. Requested additional services will be pre-approved by the Contractor and an extra services tag shall be signed at the time additional staking is performed.

The scope of work included in this proposal is limited to the specific scope outlined above only. Any exclusions listed are for clarity only and do not represent a complete list of exclusions to the scope. Any additional scope requested or performed other than those listed in this proposal shall be provided as an additional service.

The above services will be provided under the assumption that boundary corners or other suitable horizontal control has been established for this project and is available for our use.

The Contractor shall strive to order all construction staking forty-eight (48) hours prior to the need in the field.

All staking requests shall be submitted in writing and shall clearly define points or items to be staked, in both narrative and graphic formats with the desired offsets indicated.

This estimate assumes that our limits of liability and general comprehensive insurance in the amount of \$1,000,000 with a \$100,000 deductible and is adequate and that additional coverage will not be required.

Revised August 10, 2016

July 26, 2016

Project: OUSD EDNA Brewer Offsite Improvements

Project No. 616439

Page 3

Sandis is a professional services provider; as such no retention shall be withheld on this project.

Sandis at its sole discretion may utilize one or both of its subsidiaries (BSI & CTS) to perform the services presented in this proposal. Bryant Survey Inc. (BSI) to perform structural surveys and as-builts as specified in the "AISC 3003-10 "Code of Standard Practice for Steel Buildings and Bridges". CTS Inc. to perform BIM, Scanning and other 3D related services. Invoices by the subsidiaries will be rolled up and included with Sandis invoices.

This proposal does not include the costs for reimbursable expenses such as printing, the setting and staking of monuments, materials, outside services and consultants, express/overnight mail, courier/special delivery, and travel/per diem. Agency fees will not be paid by Sandis and are not included in this proposal. Any of the above expenses will be charged at cost plus 10%.

NOTES:

- ❖ This proposal is the intellectual property of the undersigned surveyor. Thus, this document shall only be viewed by the client, client's team, or client's attorney.
- ❖ "Survey Control" will only be supplied to the earthwork contractor solely for the purposes of "machine controlled grading" and must be accompanied by a transfer agreement between the grading contractor and the undersigned surveyor. Additional survey control will not be provided. All Surveying for the project must by law be performed by or under the direct supervision of a Licensed Surveyor. For clarity, a portion of the California Business and Professions Code is cited below.

§8725 Requirement for Licensure – CA Business and Professions Code Chapter 15

"Any person practicing, or offering to practice, land surveying in this State shall submit evidence that he or she is qualified to practice and shall be licensed under this chapter."

§8726 Defines Survey Practice – CA Business and Professions Code Chapter 15

"A person... practices land surveying within the meaning of this chapter who, either in a public or private capacity, does or offers to do any one or more of the following:

- (a) *Locates, relocates, establishes, reestablishes, or retraces the alignment or elevation for any of the fixed works embraced within the practice of civil engineering, as described in Section 6731.*
- (b) *Determines the configuration or contour of the earth's surface, or the position of fixed objects above, on, or below the surface of the earth by applying the principles of mathematics or photogrammetry.*
- (c) *Locates, relocates, establishes, reestablishes, or retraces any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries.*
- (m) *Creates, prepares, or modifies electronic or computerized data in the performance of the activities described in subdivisions (a), (b), (c), (d), (e), (f), (k) and (l).*
- (n) *Renders a statement regarding the accuracy of maps or measured survey data.*

Revised August 10, 2016

July 26, 2016

Project: OUSD EDNA Brewer Offsite Improvements

Project No. 616439

Page 4

Further, it is illegal for any Professional Land Surveyor to provide "Survey Control" per the California Code of Regulations cited below.

§476 Code of Professional Conduct – Professional Land Surveyors

(c)(9) "A licensee shall not knowingly permit the publication or use of his or her data, reports, maps, or other professional documents for unlawful purposes."

If Sandis is awarded this project, a formal contract agreement will be required.

Please sign the notice to proceed section below for us to proceed with staking services and also, either forward us a copy of your contract for review and execution, or notify us accordingly, and an Agreement for Professional Services will be prepared and submitted for the review and signature of your firms' authorized representative.

If you have any questions or concerns with the above items, please feel free to contact Mike Collins at 408-636-0982.

SANDIS



Mike Collins
Project Surveyor



Bruce Chu
Associate Principal

NOTICE TO PROCEED SECTION

COMPANY NAME: _____

CONTACT: _____

PHONE: _____

FAX: _____

AUTHORIZING SIGNATURE: _____

TITLE: _____

Client#: 351

SANDICIVI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2016

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

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

PRODUCER: Dealey, Renton & Associates, P. O. Box 12675, Oakland, CA 94604-2675, 510 465-3090. CONTACT NAME: Nancy Ferrick, PHONE: 510 465-3090, FAX: 510 452-2193, E-MAIL ADDRESS: nferrick@dealeyrenton.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Co. of Conn (25682), INSURER B: Travelers Property Casualty Co (25674), INSURER C: XL Specialty Insurance Co (37885).

INSURED: Sandis Civil Engineers, Surveyors Planners, 3007 Douglas Blvd, Suite 105, Roseville, CA 95661. COVERAGES, CERTIFICATE NUMBER, REVISION NUMBER.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability Policy excludes claims arising out of the performance of professional services. 30 Days Notice of Cancellation (10 Days for Non-Payment of Premium). Ref: SANDIS Project No. 616039 - Glenview New Construction (Edna Brewer Offsite Improvements). The Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are included as Additional Insured for General and Automobile Liability. Primary insurance and severability of interests apply per policy form. A Waiver of Subrogation applies to Workers' Compensation.

CERTIFICATE HOLDER: Oakland Unified School District, Division of Facilities Planning & Management Dept., 955 High Street, Oakland, CA 94601. 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: Stephanie Jullien.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Sandis Civil Engineers

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB4027T041

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

Oakland Unified School District
Division of Facilities Planning
& Management Dept.
955 High Street

Job Description:

Ref: SANDIS Project No. 616039 - Glenview New Construction (Edna Brewer Offsite Improvements). PERSON OR ORGANIZATION CONTINUED:
Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives.

DATE OF ISSUE: 03/03/2016



INDEPENDENT CONTRACTOR ROUTING FORM

Project Information			
Project Name	Fremont New Construction	Site	302
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Sandis	Agency's Contact	David Angers
OUSD Vendor ID #	I004767	Title	Project Manager
Street Address	636 - 9 th Street	City	Oakland State CA Zip 94607
Telephone	510-873-8866	Policy Expires	
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No
OUSD Project #	13158		

Term			
Date Work Will Begin	9-15-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$78,500.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	3029905812	6160	\$78,500.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Department of Facilities Planning and Management			
	Signature	Date Approved	8/17/16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	8-17-16	
3.	Deputy Chief, Department of Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		