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Introduction Date	4-12-2023
Enactment Number	23-0665
Enactment Date	4-12-2023 er



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date April 12, 2023

Subject Amendment No. 1, General Services Agreement – Sandis Civil Engineers Surveyors Planners – Castlemont High School Field & Bleachers Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the **District** and **Sandis Civil Engineers Surveyors Planners**, Pleasanton, California, for the latter to provide additional Stormwater Protection Inspection Services (SWPPP) to continue until the end of the project, for the **Castlemont High School Field & Bleachers Project**, in an additional amount of **\$5,401.00**, which includes a not-to-exceed contingency of \$491.00 for Additional Services, increasing the Agreement’s total not-to-exceed amount from **\$16,360.00** to **\$21,761.00**, and extending the expiration of the Agreement from **February 28, 2023** to **April 30, 2023** (an additional 61 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Discussion This Amendment is for additional Stormwater Protection Inspection services and sixty-one (61) calendar days extension.

LBP (Local Business Participation Percentage) 87.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the **District** and **Sandis Civil Engineers Surveyors Planners**, Pleasanton, California, for the latter to provide additional Stormwater Protection Inspection Services (SWPPP) to continue until the end of the project, for the **Castlemont High School Field & Bleachers Project**, in an additional amount of **\$5,401.00**, which includes a not-to-exceed contingency of \$491.00 for Additional Services, increasing the Agreement’s total not-to-exceed amount from **\$16,360.00** to **\$21,761.00**, and extending the expiration of the Agreement from **February 28, 2023** to **April 30, 2023** (an additional 61 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Fiscal Impact Fund 21 Building Fund, Measure Y

- Attachments**
- Amendment No. 1, including Exhibits
 - Certificate of Insurance
 - Routing Form

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Sandis Civil Engineers Surveyors Planners**. OUSD entered into an agreement with CONTRACTOR for services on **April 14, 2022** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Castlemont High School Field & Bleachers Project** as follows and in the attached Exhibit A:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
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.		
The CONTRACTOR agrees to provide the following amended services: To provide additional Stormwater Protection Inspection Services to continue to the end of the project, as described in the Proposal dated, February 9, 2023, attached to this Amendment as Exhibit A.		
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> .
If term is changed: The contract term is extended by an additional <u>sixty-one days (61)</u> , and the amended expiration date is <u>April 30, 2023</u> . The current end date is February 28, 2023.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The not to exceed contract price is		
<input checked="" type="checkbox"/> Increased by: <u>Five Thousand Four Hundred One Dollars No/100 (\$5,401.00)</u> , which includes a not-to-exceed amount of <u>\$491.00 for Additional Services</u> .		
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).		
Prior to this amendment, the not-to-exceed total contract price was <u>Sixteen Thousand Three Hundred Sixty Dollars No/100 (\$16,360.00)</u> , and after this amendment, the not-to-exceed total contract price will be: <u>Twenty-One Thousand Seven Hundred Sixty-One Dollars No/100 (\$21,761.00)</u> .		

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 Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR




Mike Hutchinson, President,
Board of Education

4/13/2023

Date

Contractor Signature Date

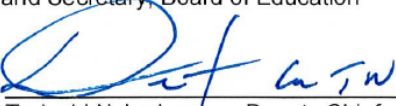


Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

4/13/2023

Date

Print Name, Title




Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

3.17.23

Date

Approval as to form:



Arne Sandberg [name]
General Counsel, Facilities, Planning and Management

3/16/23

Date

**EXHIBIT “A”
Scope of Work for Amendment**

Contractor Name: Sandis Civil Engineers Surveyors Planners

1. Detailed Description of Services to be provided: To provide additional Stormwater Protection Inspection Services (SWPPP) to continue to the end of the project, as described in the Proposal dated, February 9, 2023, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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 checked="" 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



February 9, 2023
Project No. 722030

Mike Torres
OUSD
955 High Street
Oakland, CA
C: 510-637-9290

**RE: QSP - ADD SERVICES REQUEST
CASTLEMONT HS FIELD & BLEACHERS
OAKLAND, CA**

Dear Mike,

This letter is our amendment to the original proposal dated March 18th 2022, for the above referenced project. The following scope of work is included in this amendment:

- ◆ Provide QSP Services for extension of construction schedule: February 2023 – April 2023
- ◆ Perform site inspections; one per week minimum plus required rain event inspections.
- ◆ Advise on project compliance and maintain the SWPPP binder weekly.
- ◆ Perform turbidity and pH field testing of site effluent during required events.
- ◆ Daily NOAA weather monitoring and records storing.

The above services will be provided for the sum of \$5,401 (Five Thousand, Four Hundred and One Dollars) and will be performed under the terms and conditions of our original contract.

Please return one copy of this letter to our Pleasanton office as your authorization to proceed.

Regards,

SANDIS

Roy LaTess
Senior Project Manager

Approved

O.U.S.D.

By: _____

Title: _____

Date: _____

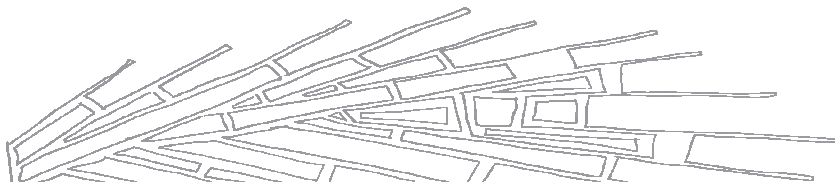


QSP Fee Estimate ASR
CASTLEMONT HS FIELD & BLEACHERS
SANDIS Stormwater
February 9, 2023

	Cost	Assumed Quantity	Total
QSD			
Pre-Construction Site Walk	\$500	0	\$0
SWPPP and WPCD Development (Risk Level 1)	\$2,000	0	\$0
Upload NOI and Post-Con Data to SMARTS	\$500	INCLUDED	\$0
		QSD Subtotal	\$0
QSP			
Project Site Team SWPPP Training	\$500	0	\$0
Weekly Site Visual Inspections and Binder Updates (February '23 - April '23)	\$170	13	\$2,210
Rain Event Visual Inspections (pre-storm, during storm, post storm)	\$150	18	\$2,700
Discharge Monitoring, Testing, & Reporting (per occurrence)	\$250	0	\$0
Winterization Revisions of Water Pollution Control Plans	\$1,000	0	\$0
Annual Report Preparation (required if site active for 3 months or longer)	\$500	0	\$0
Rain Event Action Plans (REAP's) N/A for Risk Level 1 Projects	\$150		Included
Daily NOAA Website Monitoring	\$150		Included
Meetings with site Project Manager/Superintendent (as needed)	\$150		Included
Notice of Termination Documents	\$1,000	0	\$0
		QSP Sub Total	\$4,910
		10% Contingency*	\$491
		Grand Total	\$5,401

Roy LaTess, CPESC, QSD/P, QISP
 Stormwater Manager

* Contingency will not be utilized without prior written authorization by the District or it's representatives.





DIVISION OF FACILITIES PLANNING and MANAGEMENT ROUTING FORM

Project Information			
Project Name	Castlemont High School Field & Bleachers	Site	301
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		

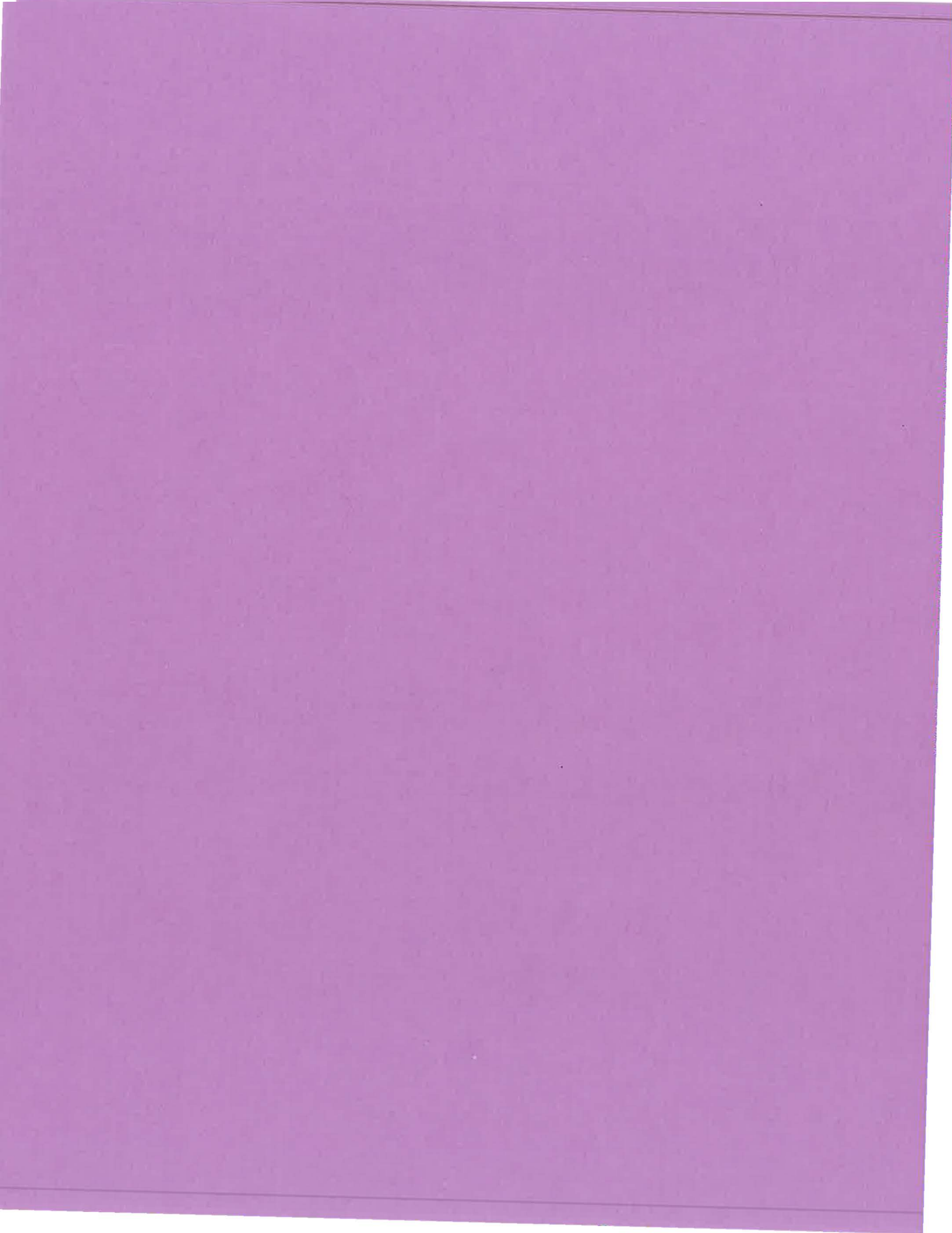
Contractor Information							
Contractor Name	Sandis Civil Engineering Surveyors Planners	Agency's Contact	Laura Cabral				
OUSD Vendor ID #	003768	Title	Project Manager				
Street Address	636 9 th Street	City	Oakland	State	CA	Zip	94607
Telephone	408-564-3181	Policy Expires					
Contractor History	Previously 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 #	17115						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	4-14-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	4-30-2023

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 5,401.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9650/9739	Fund 21, Measure Y	210-9650-0-9739-8500-6289-301-9180-9905-9999-17115	6289	\$5,401.00

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, Facilities Planning and Management			
	Signature	Date Approved	3.17.23	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Lozano Smith, approved as to form	Date Approved	3/16/23	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	3.14.23	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		



Board Office Use: Legislative File Info.	
File ID Number	22-0812
Introduction Date	4-27-2022
Enactment Number	22-0735
Enactment Date	4-27-2022 CJH



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date April 27, 2022

Subject General Services Agreement – Sandis Civil Engineers Surveyors Planners –
Castlemont High School Field and Bleachers Project – Division of Facilities
Planning and Management

Action Requested Ratification by the Board of Agreement to the General Services Agreement by and between the **District** and **Sandis Civil Engineers Surveyors Planners**, Pleasanton, California, for the latter to provide Services include but are not limited to development of the site specific Stormwater Pollution Prevention Plan (SWPPP), management and administrative responsibilities of the Stormwater Multiple Application and Report Tracking System (SMARTS), project site SWPPP training, inspection, annual report preparation, site meetings and notice of termination documents for the **Castlemont High School Field and Bleachers Project**, in the not-to-exceed amount of **\$16,360.00**, which includes a not-to-exceed contingency fee of **\$1,260.00** for additional services, with work scheduled to commence on **April 14, 2022**, and scheduled to last until **February 28, 2023**, pursuant to the contract.

Discussion The consultant was selected based on demonstrated competence and professional qualifications pursuant to a fair, competitive RFP selection process. (Government Code §§4526 and 4529.10 et seq.) The Deputy Chief of Facilities signed the contract on March 30, 2022, pursuant to delegated authority, thus requiring Board ratification. (Board Policy 3312.)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Ratification by the Board of Agreement to the General Services Agreement by and between the **District** and **Sandis Civil Engineers Surveyors Planners**, Pleasanton, California, for the latter to provide Services include but are not limited to development of the site specific Stormwater Pollution Prevention Plan (SWPPP), management and administrative responsibilities of the Stormwater Multiple Application and Report Tracking System (SMARTS), project site SWPPP training, inspection, annual report preparation, site meetings and notice of termination documents for the **Castlemont High School Field and Bleachers Project**, in the not-to-exceed amount of **\$16,360.00**, which includes a not-to-exceed contingency fee of **\$1,260.00** for additional services, with work scheduled to commence on **April 14, 2022**, and scheduled to last until **February 28, 2023**, pursuant to the contract.

Fiscal Impact

Fund 21 Building Fund, Measure J

Attachments

- Agreement
- Scope of Services
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-0812

Department: Facilities Planning and Management

Vendor Name: Sandis Civil Engineers Surveyors Planners

Project Name: Castlemont High School Field and Bleachers Project

Project No.: 17115

Contract Term: Intended Start: 04-14-2022

Intended End: 02-28-2023

Total Cost Over Contract Term: \$16,360.00

Approved by: Tadashi Nakadegawa

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?

A Request for Qualification (RFQ/P) was advertised for Land survey services. After evaluation of qualification statements, Sandis Civil Engineers Surveyors Planners scored the highest points based on qualifications and experience with similar projects.

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

Sandis Civil Engineers Surveyors Planners to provide Services include but are not limited to development of the site-specific Stormwater Pollution Prevention Plan (SWPPP), management and administrative responsibilities of the Stormwater Multiple Application and Report Tracking System (SMARTS), project site SWPPP training, inspection, annual report preparation, site meetings and notice of termination documents

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?

RFP process includes review/scoring of proposals submitted. The District received proposals and interviewed other vendors. Sandis Civil Engineers Surveyors Planner's price was fair and reasonable compared to the prices submitted by the other responding engineers.

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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- 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:

- Consultant is providing Site Survey Services. The consultant was selected based on demonstrated competence and professional qualifications and using a fair competitive RFP selection process.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective April 14, 2022 (the “Effective Date”), by and between the **Oakland Unified School District** (“District”) and **Sandis Civil Engineers Surveyors Planners** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Castlemont High School Field and Bleachers Project (“Project”): To provide stormwater pollution prevention plan (SWPPP) consulting services which consist of assisting the District with an annual Report preparation, daily NOAA Website Monitoring, winterization revisions of Water Pollution Control Plans, Rain Event Visual Inspections, planning and contract specifications, prepare a Storm Water Pollution Prevention Plan (SWPPP), conduct Qualified SWPPP Practitioner Site Inspection, Reporting, Training, Permit Monitoring, and Stormwater Multiple Application & Report Tracking System (SMARTS). The Basic Services include all work described in the February 17, 2022, proposal, which is attached to this Agreement as **Exhibit A**. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** The term for performance of the Services shall begin on April 14, 2022, and shall end on February 28, 2023 (“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 Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates and unit prices 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 **SIXTEEN THOUSAND THREE HUNDRED SIXTY Dollars NO/100 (\$16,360.00)**, which consists of a not-to-exceed amount of **FIFTEEN THOUSAND ONE HUNDRED Dollars NO/100 (\$15,100.00)** for performance of the Basic Services, and a not-to-exceed amount of **ONE THOUSAND TWO HUNDRED SIXTY Dollars NO/100 (\$1,260.00)** for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked, hourly rates, site visits, and unit prices, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement

the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. 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 shall **only have limited 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 shall 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 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 after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

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

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

19. **Compliance with Law.** Each 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, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such

ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District’s Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at “Bids and Requests for Proposals.”

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

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

* * * * *

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

G.S.D. Yee

4-28-2022

Gary Yee, President, Board of Education

Date

K.J. Trammell

4-28-2022

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

Date

T. Nakadegawa

3/30/2022

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning & Management

Date

CONTRACTOR:

SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS

Signature: _____

Roy LaTess

Roy LaTess - QSD, QSP

Title: Senior Project Manager

Date: 3/28/2022

Address for District Notices:

Oakland Unified School District
955 High Street
Oakland, CA 94601
510-535-2728

Address for Contractor Notices:

Sandis Civil Engineers Surveyors Planners
5117 Johnson Drive
Pleasanton, CA 94588
510-299-2536

Approved As To Form:

Kelly M. Lem

3/31/22

OUSD Facilities Legal Counsel

Date

Exhibit A

Proposal



OAKLAND
CAMPBELL
PLEASANTON
MODESTO
SACRAMENTO
SPOKANE



STATEMENT OF QUALIFICATIONS

FEBRUARY 17, 2022

Oakland Unified School District

Stormwater Pollution Prevention Plan (SWPPP) Consulting Services
for Castlemont High School Field and Bleachers Project and Various School Sites

Sandis Civil Engineers Surveyors Planners

636 9th Street, Oakland, CA 94607

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February 17, 2022

Oakland Unified School District
Tadashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

RE: Oakland Unified School District (OUSD) Stormwater Pollution Prevention Plan (SWPPP) Consulting Services for Castlemont High School Field and Bleachers Project and Various School Sites

Dear Mr. Nakadegawa,

Sandis is excited to propose our SWPPP services for the Castlemont High School Field and Bleachers Project and Various School Sites in Oakland. Sandis is a local professional services firm specializing in stormwater management, civil engineering, land surveying, traffic engineering, 3D laser scanning, and planning. Sandis has provided more than 56 years of project expertise to the Bay Area, with over 21 years as an Oakland local business enterprise.

The Sandis SWPPP team has provided similar stormwater services to those laid out in the District's RFQ to clients across the Bay Area. Our stormwater team has in-depth knowledge of various discharge regulations as well as the complex details of the construction process, and will bring our expertise and experience to the Castlemont High School Field & Bleachers Project. From providing planning, monitoring & implementation services, to Rain Event Action Plans (REAP)s, staff training, and site inspections, the Sandis team is prepared to offer reliable Stormwater Services to OUSD.

We advise the most cost effective compliance solutions for SWPPP issues across all types of construction. The Sandis SWPPP team has over 25 years combined hands-on experience in SWPPP management, and are well-versed in coordinating with all entities involved. Our recent work with the OUSD included providing the District with utility locating, record boundary surveys, topographic field surveys, and base map preparation services, we would like to continue to build upon this relationship by providing SWPPP services.

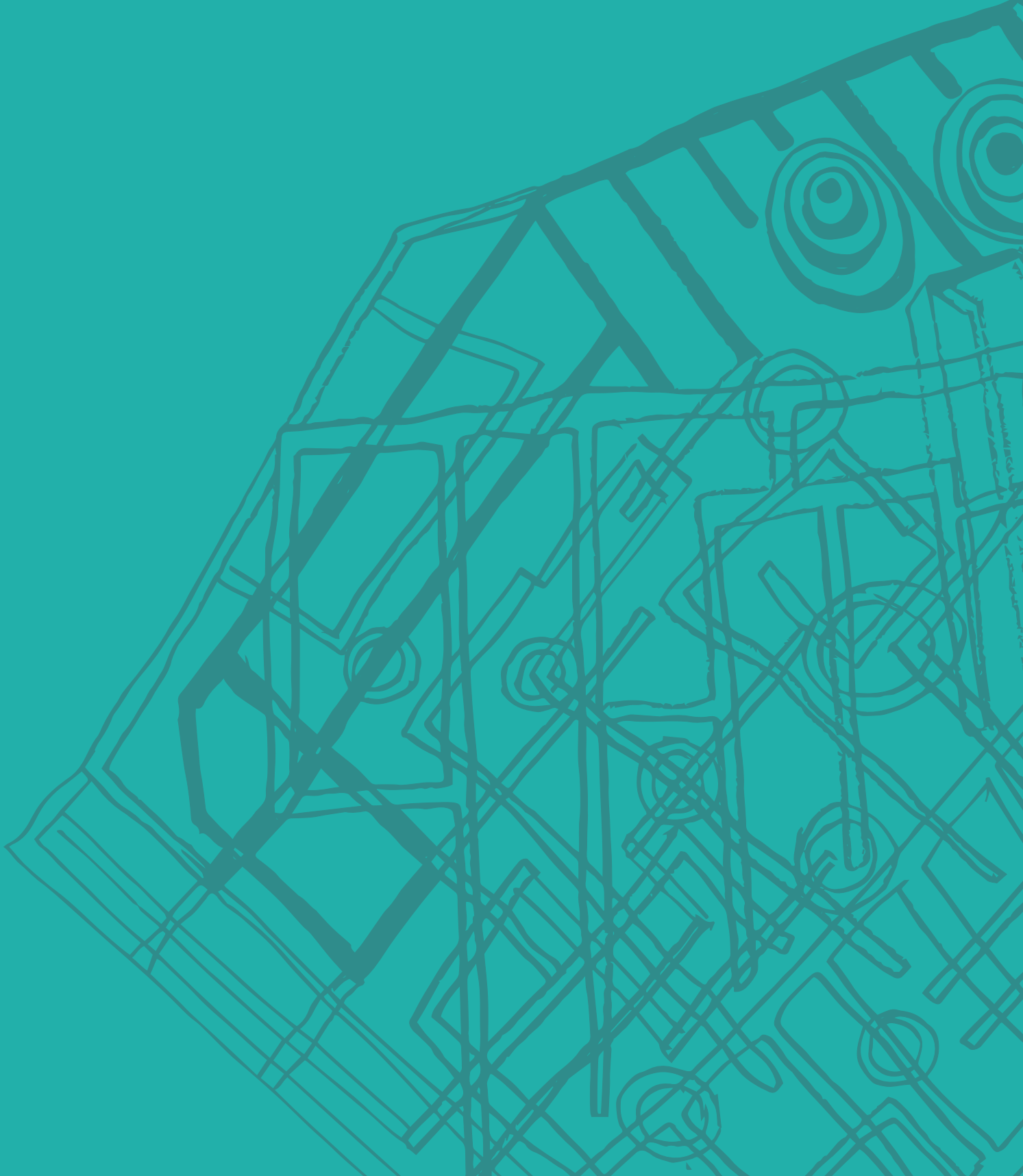
In addition to our submission for the SWPPP Consulting Services for the Castlemont High School Project Sandis would like to be considered as part of the pre-qualified pool of consulting firms for the Oakland Unified School District Measure Y Bond Projects. SANDIS has received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. SANDIS has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, SANDIS has no objections to the use of the Agreement. Furthermore, SANDIS has no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

We believe Sandis is the right team for the job given our proven track record with similar projects, history of work with the District, and staff with intimate familiarity of OUSD. Please feel free to contact me at 510.299.2536 or rlatess@sandis.net should you have any questions, require additional information, or would like to schedule an interview.

Thank you,

Roy LaTess, CPESC, QSD/P
Stormwater Manager
Cell 510.299.2536 | rlatess@sandis.net

EXECUTIVE SUMMARY





SANDIS SWPPP TEAM QUALIFICATIONS

Sandis has in-depth knowledge and understanding of all local stormwater regulations as well as the dynamic details of the construction process in the Bay Area. Sandis has successfully managed stormwater discharge permits on over 250 projects that include a wide variety of project scopes and the compliance problems associated with each type. The SWPPP team has worked with public and private developers in multiple Waterboard regions and can successfully coordinate with all entities involved in the process. The team has a combined experience of over 25 years of successful stormwater compliance.

SANDIS QSP APPROACH

Sandis will review the construction schedule weekly to identify upcoming scope items that could potentially be non-compliant with the SWPPP permit. Upon identification of those items, Sandis will develop options for the owner and contractor to choose from, in order to maintain compliance with the permit. Sandis will also be available for oversight when the site contractor implements the options chosen. The Sandis team is local, and in addition to performing the required site inspections, staff training, and coordination meetings, we have also coordinated and met with the Region 2 Waterboard located right here in Oakland.

CLIENT SATISFACTION

Our SWPPP department has a reputation for quality of services with minimal impact on budgets. Our clients choose to hire us because of our attention to detail regarding compliance, schedules, and budget constraints. Our technical and regulatory agency expertise give our SWPPP department the ability to save clients time as well as budget, and we are proud to have a loyal client base that repeatedly hires us and shares their satisfaction among others in the industry.

FIRM INFORMATION



Primary Office

Sandis

636 9th Street
Oakland, CA 94607
P: 510.873.8866
F: 510.873.8868

Additional Offices

Campbell, CA
Pleasanton, CA
Modesto, CA
Roseville, CA
Spokane, WA



Primary Contact

Roy LaTess, CPESC, QSD/P
Senior Project Manager
510.299.2536
rlatess@sandis.net

Firm Type

California Corporation

Year Established

1965

Number of Employees

120

Sandis' In-House Services

QSP/QSD
Stormwater Services
Surveying and Mapping
Civil Engineering
Traffic Engineering
3D Laser Scanning
Planning
Utility Locating

BRIEF FIRM HISTORY

Sandis is a full-service professional interdisciplinary services corporation with 120+ employees across six offices in California and Washington State. Locally and statewide, Sandis is known and credited for our broad array of expertise in Stormwater management, civil engineering, surveying, and quality service. Since 1965, we have specialized in civil engineering, land surveying, traffic engineering, SWPPP management, utility locating, and planning. We are committed to innovation, excellence, leadership, and environmental stewardship.

Sandis has extensive experience providing various services focusing on athletic fields and sports facilities for K-12, community colleges, and universities. We have provided services to more than 200 K-12 campuses in the Bay Area including Oakland Unified School District, private, and charter schools. Our most recent work with the Oakland Unified School District was to provide site surveying services for the Laurel Child Development Center and Kaiser Elementary School. Our familiarity with the processes, operations, terrain, and standards in which school districts operate are unmatched.

Our portfolio of services for K-12 campuses include Qualified SWPPP Development, Qualified SWPPP Practitioner, civil engineering, surveying, boundary surveys, off-site improvements, topographic surveys, mechanical utility locating, aerial mapping, and more.

SENIOR OFFICIALS

Name	Role	Area of Expertise
Jeff Setera, PE	President	30+ years of civil engineering
Laura Cabral, PLS	Vice President	30+ years of surveying
Mike Kuykendall, PE	Associate Principal	18 years of civil engineering



SERVICE PHILOSOPHY

We understand the intricacies of the SWPPP permit and will work with all entities involved to ensure compliance, public safety, and protection of the environment. We will work with District staff, contractors, local utilities, Waterboard staff, neighbors, and any applicable entity to fully capture all aspects and needs of the project. We understand that budgets are limited, therefore Sandis looks for innovative ways to save time and costs and to provide added value to each project.

Over the past 11 years, the Sandis SWPPP team has worked seamlessly with campus facilities staff, operations and maintenance departments; faculty and administration; students, campus police, security and information technology personnel; as well as construction managers, architects, engineers and contractors to create aesthetically pleasing, functionally efficient, safe and sustainable environments.

SWPPP TEAM AVAILABILITY FOR SCHEDULES

We know that the SWPPP must be developed and permitted by the Waterboards prior to any construction activity starting so we have the ability to put all hands on deck to produce a SWPPP in less than 1 week given all of the information needed. We will work assertively with the District staff to ensure their Waterboards account is up to date and send step by step instructions for each submittal to ensure the project receives the permit on time. After construction starts, our QSPs will train the site team on all SWPPP items to ensure the project runs smoothly with no compliance issues. Sandis QSPs have a great understanding of construction sequencing and can proactively coordinate with the project team for certain activities that may impact SWPPP compliance. The Sandis QSP assigned to Oakland projects will always be nearby and available to visit the site at almost any time when requested.

**ADRIAN WILCOX HIGH SCHOOL ATHLETIC FIELDS -
SANTA CLARA UNIFIED SCHOOL DISTRICT**

Santa Clara, CA



Scope

Project includes removal of existing turf, irrigation, and associated structures followed by new construction of 6 acres of synthetic turf fields. Sandis provided QSP Services for the 10 months of construction, project assigned to John Bielefeld QSD/QSP.

Contact Person

Larry Adams - Director School Bond Projects
408-423-2001
ladams@scusd.net

Key Personnel

John Bielefeld, QSD/P

Construction Cost

\$8,077,729

**WEST VALLEY COLLEGE SOFTBALL TURF REPLACEMENT,
WEST VALLEY MISSION COMMUNITY COLLEGE DISTRICT**

Saratoga, CA



Scope

Sandis stormwater team provide SWPPP services for the replacement of 3.27 acre turfed softball field at the West Valley Mission Community College in Saratoga, CA.

Sandis developed the associated Water Pollution Control Drawings, and assisting the client in project registration documents for the Stormwater Multiple Application & Report Tracking System (SMARTS). Additional services included: implementing BMPs, on-site BMP Training, weekly site inspections (including rain even inspections), turbidity and pH testing and the preparation of two Annual Reports. Throughout the duration of the project Sandis assisted in preparing documentation and uploading data to SMARTS

Contact Person

Sandy Lott, LEED AP BD+C - Project Manager
Gilbane Building Company
408-234-6642

Key Personnel

John Bielefeld, QSD/P
Erik Gobbell, QSD/P

Construction Cost

\$25 Million

SANTA CLARA HIGH SCHOOL ATHLETIC FIELDS - SANTA CLARA UNIFIED SCHOOL DISTRICT

Santa Clara, CA



Scope

Project includes removal of existing turf, irrigation, and associated structures followed by new construction of 9 acres of synthetic turf fields. Sandis provided QSP Services for the 10 months of construction.

Contact Person

Larry Adams - Director School Bond Projects
408-423-2001
ladams@scusd.net

Key Personnel

John Bielefeld, QSD/P

Construction Cost

\$10,435,673

WEST VALLEY COLLEGE BASEBALL COMPLEX - WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

Saratoga, CA



Scope

Project includes demolition of existing baseball field and associated structures followed by new construction of multiple buildings and synthetic turf field. Sandis is currently providing QSD and QSP Services for the estimated 15 months of construction, project assigned to John Bielefeld QSD/QSP. Project is located adjacent to a creek so our QSP is coordinating with the district and contractors to minimize discharge and reuse water onsite.

Contact Person

William Simons
408-482-6264
wsimons@kitchell.com

Key Personnel

John Bielefeld, QSD/P
Erick Gobbell, QSD/P

Construction Cost

\$24 Million

SAN LORENZO PARK
HAYWARD AREA RECREATION & PARK DISTRICT
 San Lorenzo, CA



Scope

Sandis is providing QSP Services for the two year construction of a 31 acre community park project that include multi-purpose field, two soccer fields, a concessions building, a dog park, community green, a neighborhood play area, additional picnic facilities, exercise stations, and parking.

Services include: performing weekly site inspections, implementing Best Management Practices and on-site BMP training. The Sandis stormwater team is also assisting with the winterization planning revisions and Water Pollution Control Plans, coordinating with contractors to prepare Rain Even Action Plans (REAPs) for the project. QSD/P services also include drafting two (2) Annual Reports and a Notice of Termination which will include the final site map and photo report. The items will then be uploaded to the Stormwater Multiple Application & Report Tracking System (SMARTS).

Contact Person

Brian Laczko - Assistant Director-Capital Planning & Development
 510.881.6731, lacb@haywardrec.org

Key Personnel

Roy LaTess, QSD/P, CPESC, QISP
 John Bielefeld, QSD/P
 Erik Gobbell, QSD/P

Construction Cost \$11.5 Million

FAIRMONT TERRACE PARK
HAYWARD AREA RECREATION & PARK DISTRICT
 Castro Valley, CA



Scope

Sandis provided QSD/P services for the construction and expansion of an existing 1.67 acre park, expanding to 5 acres, with a project timeline of years and estimated completion date in the fall of 2022. In 2020, Sandis provided C.3 Third Party Review of the park's existing stormwater management plan, also providing an engineer certification letter for submittal to MRP permit holder of Alameda County.

The following year, The Sandis stormwater team provided QSD/P services for the duration of construction, including weekly site inspections, the preparation of REAPs, on-site BMP staff training, winterization planning revisions, and field pH testing.

Contact Person

Brian Laczko - Assistant Director-Capital Planning & Development
 510.881.6731, lacb@haywardrec.org

Key Personnel

Roy LaTess, QSD/P, CPESC, QISP
 John Bielefeld, QSD/P
 Erik Gobbell, QSD/P

Construction Cost

\$5 Million

LAUREL DELL ELEMENTARY SCHOOL MODERNIZATION AND ADDITION - SWINERTON BUILDERS

San Rafael, CA



Scope

Project included demolition of multiple buildings and surrounding pavement/hardscape followed by the construction of 3 new buildings and interior remodeling of the 2 main buildings.

Sandis provided QSD and QSP Services for the modernization and expansion of the Laurel Dell Elementary School.

Contact Person

Michael Aguirre
925.251.9232
MAguirre@swinerton.com

Key Personnel

Jessica Thompson QSD/QSP

Construction Cost

\$14.7 Million. Part of \$120 Million bond with multiple schools.

JOHN M. HORNER MIDDLE SCHOOL - FREMONT UNIFIED SCHOOL DISTRICT/MCCARTHY BUILDERS INC

Fremont, CA



Scope

For the John M. Horner Middle School, the Sandis SWPPP team provided QSP services to support construction of 4 New Buildings, a Track, Baseball Fields, Soccer Fields, Pickle Ball Courts, Basketball Courts, and a new Parking Lot. Sandis QSP Erik Gobbell ensured compliance throughout construction and was instrumental in coordination between the district, contractor, and the Waterboards.

Contacts

Client

Keith Vondra
510-290-1063
KVondra@mccarthy.com

District

Erik Slaughter
erikslaughter@fusdk12.net

Key Personnel

Erik Gobbell, QSD/P, Field Technician

Construction Cost

\$44 Million

CENTRAL PARK ELEMENTARY SCHOOL - SANTA CLARA UNIFIED SCHOOL DISTRICT

Santa Clara, CA



Scope

This project consisted of construction of a new 2 story classroom building and associated emergency vehicle access lane and parking lot.

Sandis provided civil engineering, survey, and QSD/QSP Services for the district; SWPPP team member Stephen Schiller was assigned to facilitate compliance.

Contact Person

Larry Adams - Director School Bond Projects
408-423-2001
ladams@scusd.net

Key Personnel

Stephen Schiller, QSD/P

Construction Cost

Part of \$140 Million bond with multiple schools.

LAUREL CHILD DEVELOPMENT CENTER - OAKLAND UNIFIED SCHOOL DISTRICT

Oakland, CA



Scope

Sandis recently provided site surveying services and utility locating for the Laurel Child Development Center. Prior to this, Sandis also provided partial site surveys for the project.

Sandis' familiarity with the site and institutional knowledge in working with OUSD will be a benefit and contributing factor to our ability to provide reliable and high-quality SWPPP consulting services for the project.

Contact Person

Mary Ledezma
Project Manager, Facilities Planning & Management
510-535-7055
mary.ledezma@ousd.org

Key Personnel

Sandis Surveying Team
Chris Cintean, PLS
Laura Cabral, PLS

Construction Cost

\$7.4 Million Estimated Budget

LOS POSITAS HORTICULTURE BUILDING
Livermore, CA



Scope

Sandis is providing engineering and stormwater pollution prevention plan services for Las Positas’ new Horticulture facility.

The Horticulture facility project includes a new classroom building, parking lot to accommodate roughly 75 cars, stormwater management elements, and connections to campus utility system. The backbone utilities will be extended by the PSC ATM project prior to the construction of the project and the Horticulture project will make later connection to those systems. Similarly, the adjacent roadway will be extended as part of the PSC project.

Contact Person

Ann Kroll
Chabot Las Positas CCD
510.514.1369
Akroll@clpccd.org

Key Personnel

Roy LaTess CPESC, QSD/P, QISP
Senior Project Manager Stormwater Services
John Bielefeld, QSD/P
QSD/P Supervisor

Construction Cost \$4.1 Million

LOS POSITAS COLLEGE CAMPUS IMPROVEMENTS & SWPPP SERVICES
Livermore, CA



Scope

Sandis Stormwater team provided Phase III SWPPP services, in addition to the bioswale design for the Campus’ PE Building, campus-wide Stormwater Management Analysis, drainage re-view & stormwater services for new parking lots throughout the campus.

Contact Person

Sandy Lott
408-234-6642
SLott@GilbaneCo.com

Key Personnel

John Bielefeld, QSD/P
QSD/P Supervisor

Construction Cost

\$21 Million

FOOTHILL COMMUNITY COLLEGE LOT 5/6 RENOVATION

Livermore, CA



AS PART OF OUR ONGOING WORK FOR FHDA CCD, SANDIS PERFORMED STORMWATER, CIVIL ENGINEERING AND SURVEYING SERVICES FOR FOOTHILL COLLEGE'S LOT 5/6 RENOVATION PROJECT.

Sandis coordinated with Foothill's Bond Project Management team to perform professional services for the college's lot 5/6 renovation. Sandis' services include: Topographic Survey; Engineering Services including DSA review; Bidding Phase; Storm Water Pollution Prevention Services; and Construction Administration.

Contact Person

Ella Bisconti
Gilbane Building Company 408.817.3180
sbisconti@gilbaneco.com
408.817.3180
sbisconti@gilbaneco.com

Key Personnel

Roy LaTess CPESC, QSD/P, QISP
John Bielefeld, QSD/P



Sandis has worked with dozens of school districts and on 100s of K-12 campus projects in Northern California, most significantly in the San Francisco Bay Area. Our stormwater, civil engineering, land surveying, design and construction work has helped to advance the dial in creating spaces where students thrive, create, and grow. Presented below is a summary of the Sandis projects in the Bay Area.

SAN FRANCISCO BAY AREA

Oakland USD

Laurel Child Development Center
 Kaiser Elementary School
 Bella Vista Elementary Portable Removal
 Fremont & Jefferson Schools
 OUSD Thornhill Elementary
 Roosevelt Middle School
 Fremont H.S. New Construction
 OUSD Edna Brewer Offsite Improvements
 OUSD Edna Brewer

West Contra Costa USD

Crespi Middle School Seismic Upgrade
 Crestmont School Campus Relocation
 De Anza High School
 Walter Helms Middle School
 Nystrom Elem. School
 Adams Utility Survey
 Ohlone Elementary
 Wilson Elementary School

Dublin USD

Dublin Elementary School Increment #3
 Dublin Elementary School K-8- Increment 2
 Dublin High School Grounds Building
 Dublin High School, Swimming Pool

Sequoia Union High School District

Summit Charter Modular Campus
 Menlo-Atherton High School (2-06-165)
 Carlmont H.S. - SUHSD
 Woodside H.S. - SUHSD
 Carlmont H.S.
 Woodside H.S. J Wing
 Sequoia Union HSD
 Menlo-Atherton High School (2-05-118)
 Carlmont H.S.- Gym & Classroom
 Carlmont HS Modular Gym
 Woodside High School Campus
 Woodside High School (2-08-134)
 Menlo-Atherton HS
 Carlmont High School SS

Santa Clara USD

Agnews East School Land
 Mayne Elementary School
 Central Park School ADA Barrier Removal
 Central Park Elementary School - 2 Story Classroom Building
 Bowers Elementary School ADA Barrier
 Scott Lane Elementary School ADA Barrier
 Washington Elementary School ADA Barrier
 Agnews Campus & Zanker Road Improvements
 District Office and New Valley High School
 Casa Del Maestro Site
 Washington Elementary School ADA Barrier
 Bracher Elementary School ADA Barrier
 Haman Elementary School ADA Barrier
 Westwood Elementary School ADA Barrier
 Facility and Field Survey
 Bowers Elementary School
 Sutter Elementary School
 Montague Elementary School
 Ponderosa Elementary School

Palo Alto USD

Palo Alto High Gym
 Addison Elementary School
 Palo Alto High School
 Henry M Gunn High School
 Palo Alto USD Engineering Services
 PAUSD Conceptual Designs

South San Francisco USD

Hayward USD

Martinez USD

Oak Grove School District

San Mateo Union High School District

South San Francisco USD

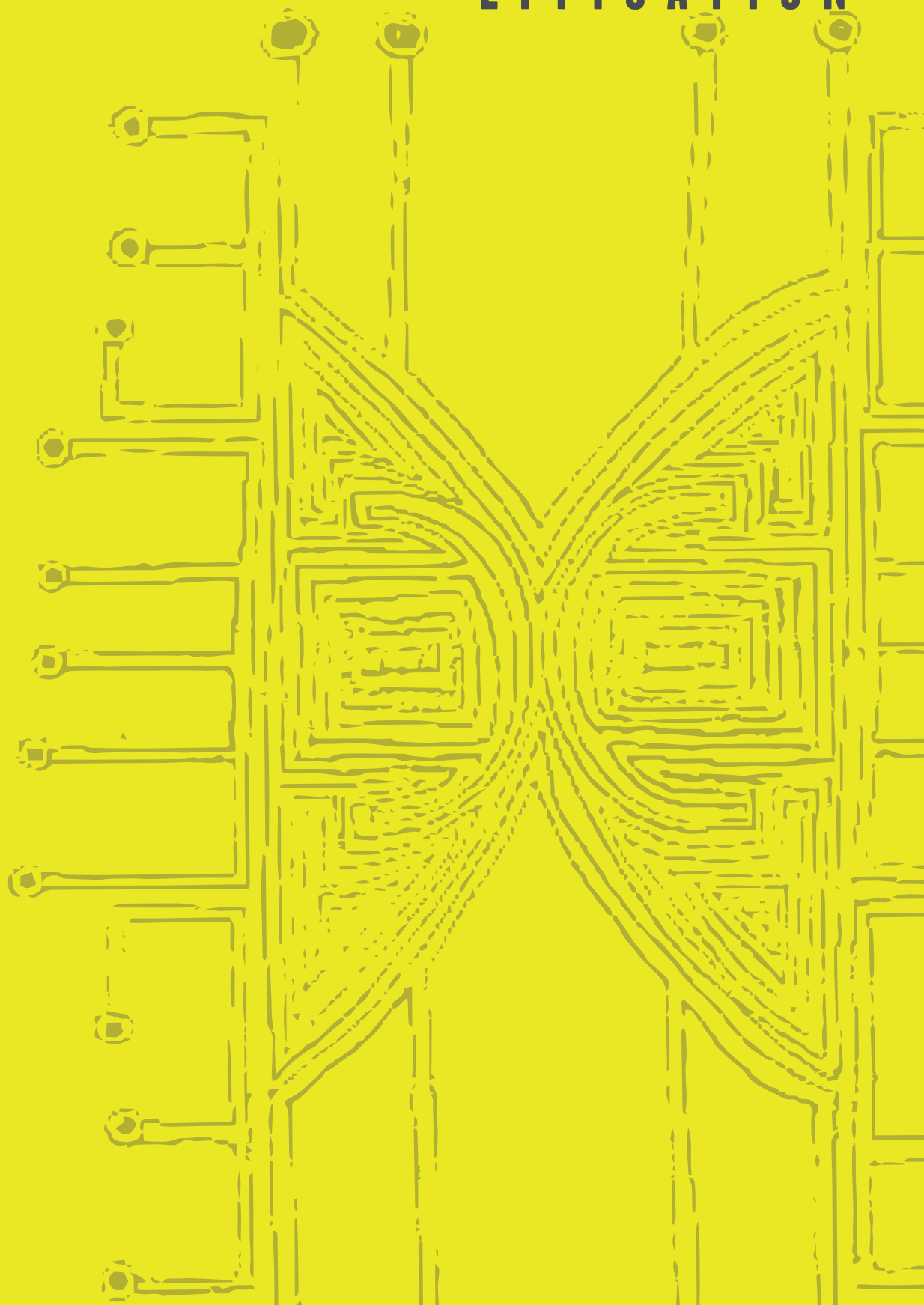
Additional Schools

Bahia Vista Elementary School San Rafael SD
 Bayshore Elementary School TK-8 Daly City
 Bayside Middle School Stem Classroom
 Bishop Elementary School Modernization, Sunnyvale
 Berryessa Union School District Central Kitchen
 Buri Buri Elementary School
 Burlingame Intermediate School Classroom

San Francisco USD

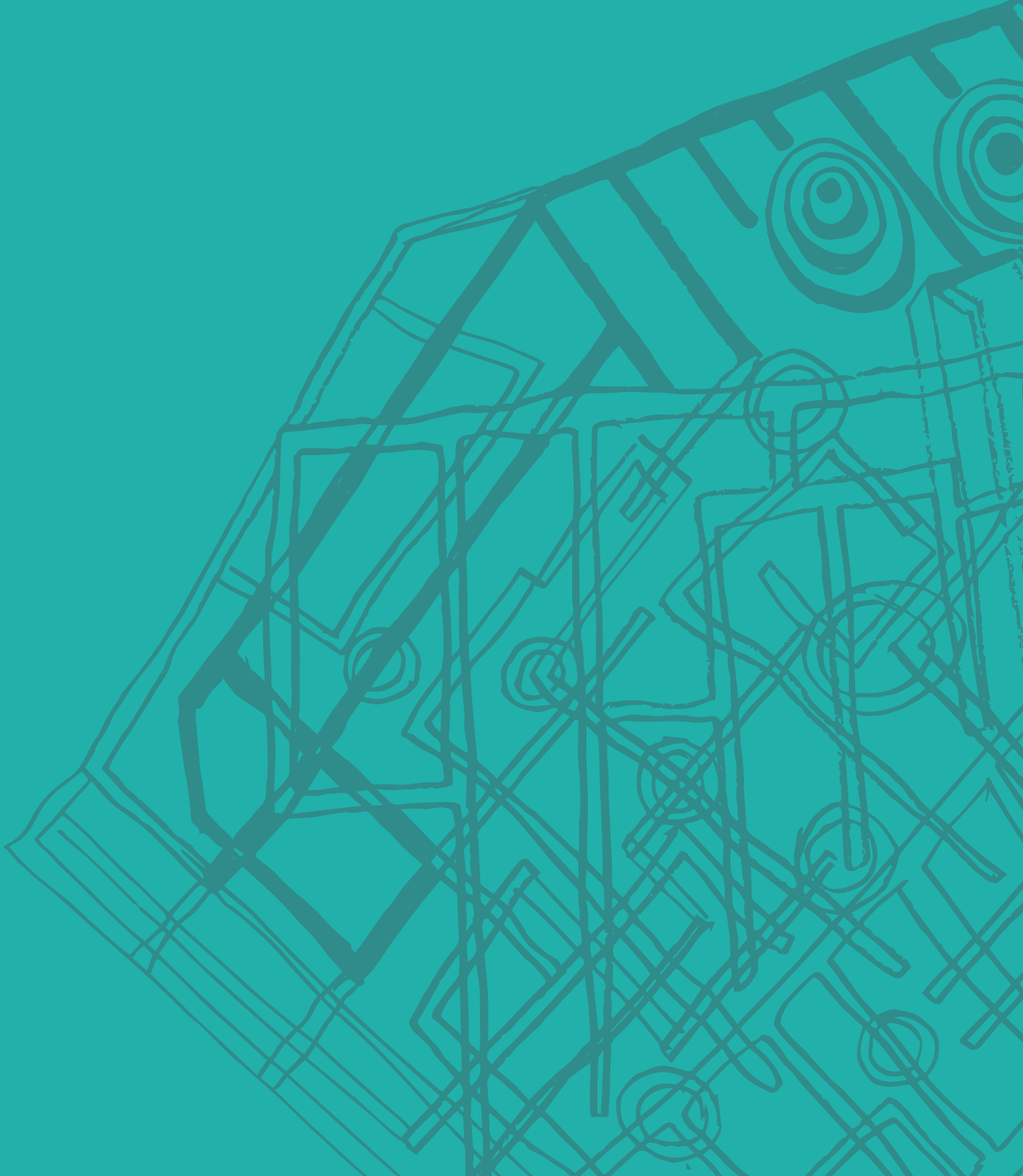
West Portal Elementary School
 Denman Middle School
 Willie Brown Middle School
 Ulloa Elementary School
 George Peabody Elementary School
 Florence Martin Center
 Joe Ortega Elementary School
 School of the Arts at McAteer
 Stevenson Elementary School
 Redding Elementary School
 Charles Drew Elementary School
 Giannini Middle School
 Hillcrest Elementary School
 Sheridan Elementary School
 Alamo Elementary School
 Grattan Elementary School
 Cleveland Elementary School
 Starr King Elementary School
 Thurgood Marshall HS Addition
 Lowell High School
 Alice Fong Yu Elementary School
 John Muir Elementary School
 Clair Lilienthal Elementary School
 Longfellow Elementary School
 Stevenson Elementary School
 Sunset Elementary School
 Abraham Lincoln High School
 Mission High School
 John McLaren CDC Campus
 Theresa Mahler CDC

LITIGATION



In the past five years, Sandis has not been involved in litigation as part of any of the projects where we have provided professional consulting services.

PROFESSIONAL FEE





QSD & QSP Fee Estimate

CASTLEMONT HS FIELD & BLEACHERS

SANDIS Stormwater

Revised March 18, 2022

This estimate is based on non-prevailing wage scopes of services.

QSD

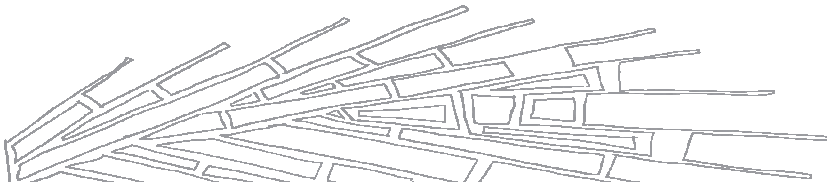
	Cost	Assumed Quantity	Total
Pre-Construction Site Walk	\$500	1	\$500
SWPPP and WPCD Development (Risk Level 1)	\$2,000	1	\$2,000
Upload NOI and Post-Con Data to SMARTS	\$500	INCLUDED	\$0
		QSD Subtotal	\$2,500

QSP

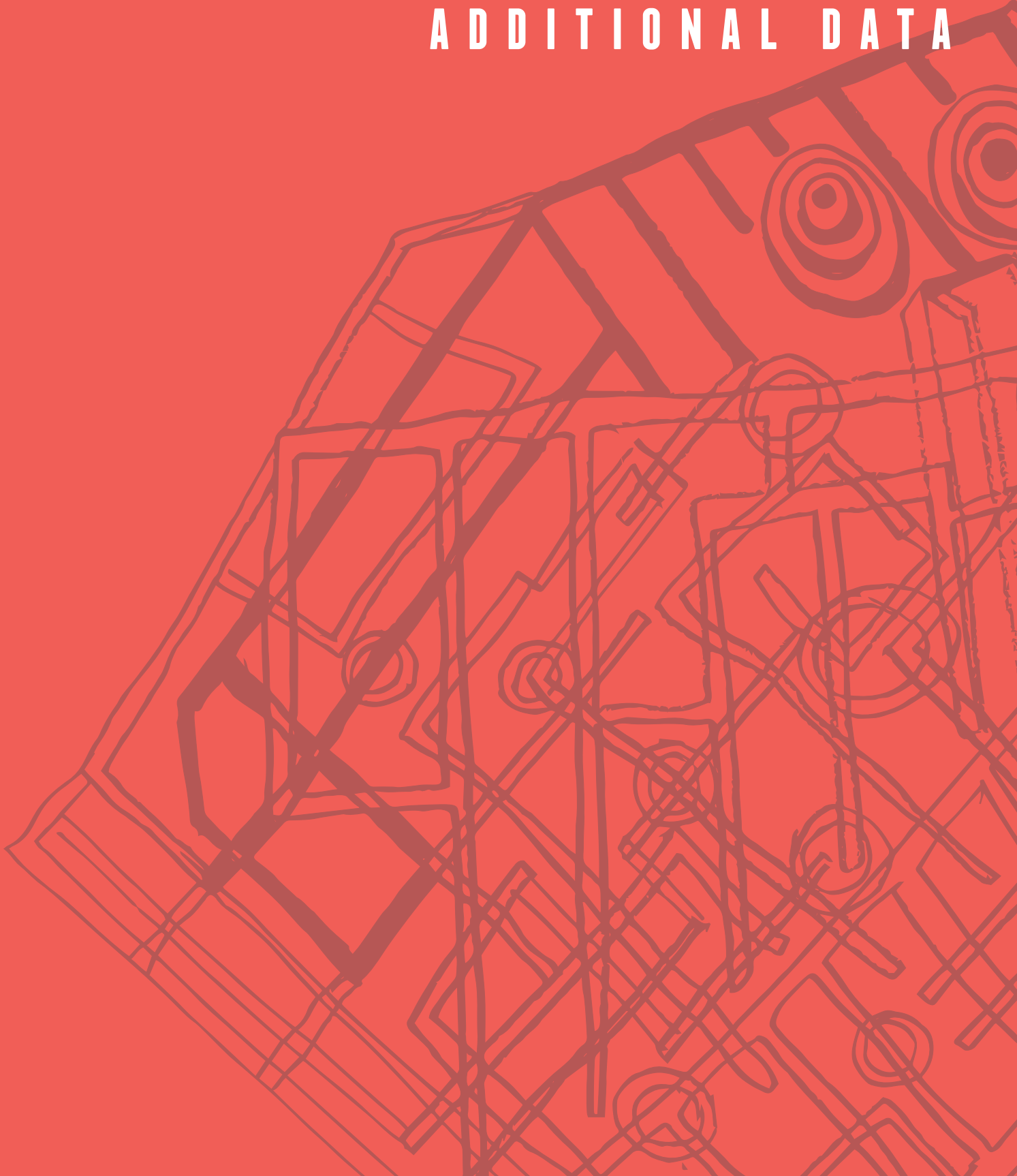
Project Site Team SWPPP Training	\$500	1	\$500
Weekly Site Visual Inspections and Binder Updates (July '22 - January '23)	\$170	30	\$5,100
Rain Event Visual Inspections (pre-storm, during storm, post storm)	\$150	35	\$5,250
Discharge Monitoring, Testing, & Reporting (per occurrence)	\$250	1	\$250
Winterization Revisions of Water Pollution Control Plans	\$1,000	0	\$0
Annual Report Preparation (required if site active for 3 months or longer)	\$500	1	\$500
Rain Event Action Plans (REAP's) N/A for Risk Level 1 Projects	\$150		Included
Daily NOAA Website Monitoring	\$150		Included
Meetings with site Project Manager/Superintendent (as needed)	\$150		Included
Notice of Termination Documents	\$1,000	1	\$1,000
		QSP Sub Total	\$12,600
		10% Contingency*	\$1,260
		Grand Total	\$16,360

Roy LaTess, CPESC, QSD/P, QISP
Stormwater Manager

* Contingency will not be utilized without prior written authorization by the District or it's representatives.



APPENDIX A. ADDITIONAL DATA



The Sandis Stormwater Management team highlighted above brings substantial expertise on similar projects with school districts and athletics facilities.

Our firm organization and extensive experience allow us to achieve greater consistency in the services we deliver and efficiency in how we deliver it—providing you with better control of project success.

Each member of Sandis staff proposed for this project has been selected specifically because of their skills, experience, and abilities. The team listed here is backed by years of SWPPP consulting services experience and has serviced school districts, community college, and universities throughout Northern California.



Roy LaTess, CPESC, QSD/P
Stormwater Manager



John Bielefeld, QSD/P
QSD/P Supervisor



Erik Gobbell, QSD/P
Field Technician

ROY LATESS, CPESC, QSD/P, QISP

PROJECT MANAGER/STORMWATER MANAGER

About

Roy LaTess's background includes extensive experience in stormwater management and associated inspection and testing. He is fluent in soil and groundwater remedial strategies; advanced water treatment engineering design; sampling, feasibility analysis, and cost assessment; biodegradation of hazardous pollutants, organic chemistry, soil science, pollution science, fluid mechanics, geology; wastewater treatment design; and environmental conflict resolution. He is the author of an industry related research paper on the Comparison of Microfiltration vs Slow Sand Filtration as a Pretreatment to Desalination.

Relevant Experience

Adrian Wilcox High School Athletics Field Santa Clara, CA

For the Santa Clara Unified School District, Roy served as Project Manager for the renovation of the Adrian Wilcox High School athletic fields. The project includes removal of existing turf, irrigation, and associated structures followed by new construction of 6 acres of synthetic turf fields. Over a 10-month period, Roy provided QSD and QSP services for the athletic fields renovation.

Hayward Area Recreation & Parks District Hayward, CA

Roy served as the Project Manager for the Hayward Area Recreation Districts' (HARD) contract with Sandis. Roy conducted 3rd party reviews of other engineering firms' stormwater control plans, and met with Alameda County Public Works Agency to assist incorporation into their MRP. Roy also provided HARD staff with training on MRP compliance and performed post construction installation inspections on numerous sites throughout the District.

Laurel Dell Elementary School Modernization and Addition San Rafael, CA

Roy served as Stormwater Manager for the Laurel Dell Elementary Modernization project which included the demolition of multiple buildings and surrounding pavement/hardscape followed by the construction of 3 new buildings and interior remodeling of the 2 main buildings. Roy provided QSD and QSP services for the project.

Santa Clara University Stormwater Services Santa Clara, CA

Roy was Project Manager for the stormwater consulting services Sandis provided to Santa Clara University. Roy also provided the MRP Materials and training for University Staff, managing the MRP & CGP compliance for the site for over 6 years in addition to consulting for multiple LID reviews during the projects design phase. Roy was the main point of contact and lead on all stormwater consulting projects throughout the 6 year contract with the University.

Additional Relevant Experience

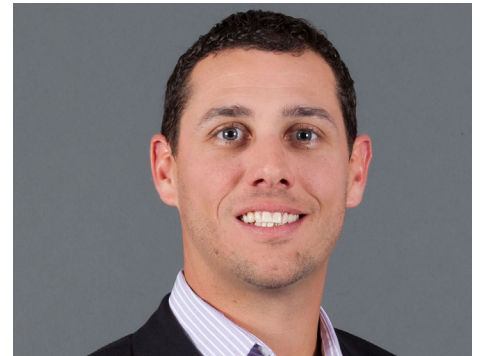
Carlmont High School Belmont, CA

San Jose State University San Jose, CA

Beresford Playground San Mateo, CA

Central Park School ADA Barrier Removal Santa Clara, CA

Making Waves Academy Pittsburg, CA



15 Years of Experience
11 Years with Sandis

BS, Environmental Science
University of Arizona, Tucson

Certified Professional in Erosion and
Sediment Control (CPESC) #6808

Qualified SWPPP Developer/
Practitioner (QSD/QSP) #22647

JOHN BIELEFELD, CPESC, QSD/P

QSD/P SUPERVISOR

John has 8 years of experience working as a QSD/P Technician in Northern California, now serving as QSD/P Supervisor. John has worked with Sandis stormwater and survey teams on projects ranging from education, civic, public works, healthcare, and private firms across Northern California. John's experience as a QSD/P lead supervisor ensures he is an essential part to any project, ensuring task orders are met with experience and expertise.

Santa Clara High School Athletic Fields Santa Clara, CA

Jon provided QSD/P services for the removal of existing turf, irrigation, and associated structures followed by new construction of 9 acres of synthetic turf fields for Santa Clara High School. He provided QSD and QSP services over 10 months of construction.

West Valley CC Art Replacement Bldg Saratoga, CA

Jon is currently providing QSD and QSP services for West Valley College Art Replacement Building. The project includes demolition of existing art buildings and associated site work followed by new construction of a 3 building complex and site work.

Additional Relevant Experience

Adrian Wilcox High School Athletic Fields Santa Clara, CA

Santa Clara Unified School District SWPPP Services Santa Clara, CA

Woodside High School Woodside, CA

Notre Dame High School Parking Lot Improvements San Jose, CA

John M. Horner Junior High Fremont, CA

ERIK GOBBELL, QSD/P

FIELD TECHNICIAN

Erik Gobbell has 6 years of experience as a field technician local to the San Francisco Bay Area. His experience in the environmental field includes Stormwater Pollution Prevention development and reporting on remediation performed. Erik is adept with performing field work such as construction inspections for site erosion/sediment controls and field sampling of soil and other environmental media. He assists in project tracking, field data organization, project permitting, preparation and modification of erosion/sediment control plans, research, report writing and uploading to SMARTS.

Relevant Experience

Hayward Area Recreation District San Lorenzo Park San Lorenzo, CA

Woodside High School Woodside, CA

Carlmont High School Belmont, CA

UC Davis West Village Davis, CA

Lighthouse School C3 Inspection Oakland, CA

Agnews Campus and Zanker Road Improvements San Jose, CA

John M. Horner Junior High Fremont, CA

Palo Alto High School Gymnasium Palo Alto, CA

Making Waves Academy Pittsburg, CA

Las Positas CCD Horticulture Livermore, CA



8 Years Experience

8 Years with Sandis

Qualified SWPPP Developer/
Practitioner (QSD/QSP) #25708



6 Years Experience

6 Years with Sandis

BS, Geology
University of California, Davis

Qualified SWPPP Developer/
Practitioner (QSD/QSP) #27537

Trainings

OSHA Outreach, Visual Emission, MSHA
500-23 & Qualified Source Testing

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Department of Workplace and Employment Standards

TEL: (510) 238-3970
FAX: (510) 238-3363
TDD: (510) 238-2007

24-Dec-2020

Certification Number **5703**

Sandis Civil Engineers Surveyors Planners

Jessica Morales
636 9th Street
Oakland, CA 94607

RE: Recertification with the City of Oakland's Local/Small Local For Profit and Not For Profit Business Enterprise Program

Dear Jessica Morales:

Based on our review of documents submitted, the City has determined that your firm qualifies for certification under the above Program as a:

*** LOCAL BUSINESS ENTERPRISE**

This certification will expire on **31-Dec-2022**

Your primary NAICS code 541330: Engineering Services

The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at (510) 238-6160, and refer to the Certification Number as it appears above.

Very truly yours,

Shelley Darenburg

Shelley Darenburg
Contract Compliance Supervisor



LBU OUTREACH LOG

OUSD Castlemont HS Field and Bleachers

SANDIS Stormwater

March 21, 2022

LBE Firm	Inquiry Date	Response	Date
Millenium Consulting Associates	3/17/2022	N/A	
Alexander & Associates Inc.	3/18/2022	N/A	
EOA Inc.	3/20/2022	N/A	

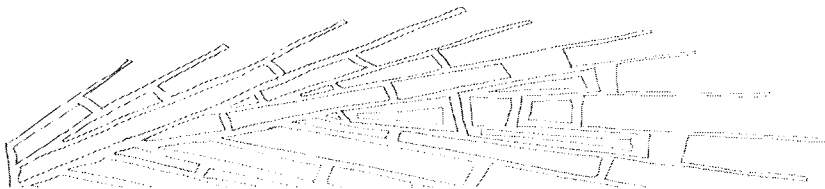


Exhibit B

Hourly Rates



STANDARD HOURLY CHARGE RATES

Enforced: January 1, 2022 through December 31, 2022

ENGINEERING SERVICES / QSD & QSP SERVICES

Project Specialist/Clerical		\$105.00
Computer/Field/Engineer Technician	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Sr. Engineer Technician		\$130.00
Design Engineer	Level I	\$120.00
	Level II	\$125.00
	Level III	\$130.00
Project Engineer/Traffic Engineer	Level I	\$150.00
	Level II	\$170.00
	Level III	\$180.00
Senior Engineer	Level I	\$190.00
Engineering Project Manager	Level I	\$195.00
	Level II	\$235.00
Associate Principal/Sr. Project Manager/Sr. Traffic Engineer		\$285.00
Principal		\$350.00
Forensic Review/Analysis/Claim Support		\$285.00

SURVEYING SERVICES / HIGH DEFINITION SCANNING/3-D MODELING SERVICES

Computer/Surveying/Scanning Technician	Level I	\$105.00
	Level II	\$110.00
	Level III	\$125.00
Project Surveyor/Scanning Specialist	Level I	\$135.00
	Level II	\$145.00
	Level III	\$175.00
Survey Project Manager	Level I	\$195.00
	Level II	\$235.00
Senior Field Survey Supervisor/AISC/Manager		\$285.00
Utility Locating Services 1-Person Crew		\$175.00
Utility Locating Services 2-Person Crew		\$290.00
Utility Locating Manager		\$165.00
1-Person Survey Crew		\$195.00
2-Person Survey Crew		\$325.00
2-Person Survey Crew with Apprentice		\$450.00
3-Person Survey Crew		\$500.00
Union Field Surveyor Official Travel		\$75.00

OVERTIME: All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

ESCALATION: Escalation for future years shall be at a minimum of 3.5% increase per year. Sandis at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Castlemont High School Field and Bleachers Project	Site	301
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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	Sandis Civil Engineering Surveyors Planners	Agency's Contact	Roy LaTess				
OUSD Vendor ID #	003768	Title	Project Manager				
Street Address	5117 Johnson Drive	City	Pleasanton	State	CA	Zip	94588
Telephone	510-299-2536	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 #	17115						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-14-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	02-28-2023
		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)	\$16,360.00
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
9650/9739	Fund 21, Measure J	210-9650-0-9739-8500-6289-301-9180-9905-9999-17115	6289	\$16,360.00

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, Facilities Planning and Management				
	Signature <i>KChatman</i>	Date Approved	3/31/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>Kelly M. Rem</i> Lozano Smith, as to form only	Date Approved	3/31/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature <i>KChatman for T. Nakadegawa</i>	Date Approved	3/31/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature <i>G.S.O. Yee</i> Gary Yee	Date Approved	4-28-2022		