

## INDEPENDENT CONSULTANT CONTRACT

No. 5940

### AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AND

SANDIS

This Independent Consultant Contract ("Agreement" or "Contract") is made as of the **15th day of February** in the year **2024**, between the **San Francisco 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."

### RECITALS

**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 **surveying services** 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 as described in the District's Request for Proposals for Surveying Services under the Proposition A 2016 Bond Program 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. **Availability of funds and budget and fiscal provision and termination in the event of non-appropriation.**
  - 1.1. This Agreement is subject to the budget and fiscal policies, regulations, and practices of the District.
  - 1.2. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
  - 1.3. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
  - 1.4. This section controls against any and all other provisions of this Agreement.
2. **Services.** Consultant shall perform **surveying services**, as more fully described in Exhibit A attached hereto and incorporated herein by this reference ("Services" or "Work").
3. **Term.** Consultant shall commence providing Services under this Agreement on **February 26, 2024**, and will diligently and satisfactorily perform as required or requested by District. The term for these Services shall expire on **March 29, 2024**.
4. **Services/Product(s) Consultant Agrees to Submit:** See Exhibit A, **Surveying Services for 801 and 834 Toland Street, San Francisco, CA**, dated January 25, 2024, for a description of all services/products or documents that Consultant agrees to submit.
5. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement 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:

- ✓ Signed Agreement (including Exhibits)
- ✓ Insurance Certificates & Endorsements
- ✓ W-9 Form
- ✓ Workers' Compensation Certificate
- ✓ Debarment Certification
- ✓ Criminal Background Investigation Certification
- ~~Roofing Certification:~~
- ~~Other:~~

6. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to **Exhibit A**, for a maximum amount not-to-exceed **fifty-two thousand, five hundred dollars (US \$52,500.00)**.
7. **Project Delivery Schedule of Work.** Consultant acknowledges and agrees time is of the essence and failure of Consultant to perform work on time as specified in this Agreement is a material breach of this Agreement. Consultant shall perform the work diligently as described in **Exhibit A** in accordance with the "Schedule of Work" set forth herein, and shall commence work upon receipt of any applicable Notice to Proceed ("NTP") from District.
- 7.1. Schedule of Work: Work to commence **February 26, 2024 to March 29, 2024**

| ACTIVITY           | ESTIMATED DURATION | ANTICIPATED START DATE<br>(SUBJECT TO CHANGE) |
|--------------------|--------------------|-----------------------------------------------|
| Surveying Services | 33 Calendar Days   | February 26, 2024                             |

- 7.2. The Parties acknowledge and agree that the Schedule of Work is based on estimated days of duration and anticipated start dates, which are subject to change, including without limitation any milestone schedules which may be revised to accommodate the actual NTP date.
- 7.3. The final project schedule shall be mutually confirmed and agreed to by the consultant and the District within 14 calendar days of the Notice to Proceed of the work. Revisions to the Project Schedule shall only be made in writing and with the approval of the District.
8. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work except as allowed by **Exhibit B**.
9. **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.
10. **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.
11. **Standard of Care.**
- 11.1. 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.
- 11.2. 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.

- 11.3. 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.
- 11.4. 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.

12. **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.

13. **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.

#### 14. **Termination.**

- 14.1. 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.
- 14.2. 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. Consultant may not cease performance of the Services until the date of termination, unless permitted in writing by 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.
- 14.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 14.3.1. material violation of this Agreement by the Consultant; or
  - 14.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 14.3.3. Consultant petitions for bankruptcy and District obtains relief from the bankruptcy court's automatic stay.

Written notice by District shall contain the reasons for such intention to terminate. If within three (3) calendar days after that notice Consultant fails to cure or correct the condition or violation or make satisfactory arrangements for such cure or correction, District may elect to terminate this Agreement by issuing written notice of such termination. In the event the District secures the required Services from another consultant, any expenses, fees, and/or costs to the District that exceed the price of Consultant's 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.

14.4. 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.

15. **Indemnification.** To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of the Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, sub-consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes the Architect's liability as to the active or sole negligence or willful misconduct of the District.

16. **Insurance.**

16.1. 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.

- 16.1.1. 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)
- 16.1.2. 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.
- 16.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

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

16.2. **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:

- 16.2.1. 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."
- 16.2.2. 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.
- 16.2.3. 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.
- 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

16.3. **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.

17. **Payment Does Not Imply Acceptance of Work.** No payment shall in any way lessen the liability of Consultant to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by the District and in such case must be remedied or replaced by Consultant without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.
18. **Subcontracting.** The Consultant is prohibited from subcontracting this Agreement or any Services unless specifically permitted in Exhibit A, or the Agreement is amended to allow subcontracting. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.
19. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
20. **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.
21. **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.

22. **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.
23. **Suspension and Debarment Certification.** A Consultant for any contract of one hundred thousand dollars (\$100,000) or more for goods/services must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Consultant shall submit with the Contract a completed Suspension and Debarment Certification attached hereto as Exhibit C.
24. **Disabled Veterans Business Enterprise Participation.** Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Consultant, before it executes the Contract, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Consultant's good faith efforts to meet these DVBE goals.
25. **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.
26. **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.
27. **Anti-Discrimination; Compliance with Americans with Disabilities.**
  - 27.1. 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, AIDS/ARC/HIV status, 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).
  - 27.2. Consultant acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Consultant, must be accessible to the disabled public. Consultant shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agree that any violation of this prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Contract.

28. **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.
29. **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.
30. **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:
- 30.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 30.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
31. **Conflict of Interest.**
- 31.1. Consultant shall not make, participate in making, or in any way attempt to use his or her position, to influence a contract on behalf of the District when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
  - 31.2. Consultant shall comply with the District's Board Policy 3850, as may be amended during the Term of this Contract. BP 3850 provides: "That no Board Member or employee of the San Francisco Unified School District, except persons engaged in the performance of contracts as early retirees or consultants under the approved federally assisted programs, may participate in proposal process or have any interest, direct or indirect, in any contract made by or on behalf of the School District within two (2) years after the termination of a Board Member's term in office or the termination of employment with the School District. Except as herein provided, any contract or other transaction entered into for or on behalf of the School District, in violation of the terms herein provided, shall be void and unenforceable against the School District: (SFUSD Board Policy 3850)
  - 31.3. Consultant and its agents, subcontractors and consultants ("Consultant Entities") may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Consultant and Consultant Entities must submit a Statement of Economic Interests ("Form 700") as required by Cal. Govt. Code §§ 81000-91015; and SFUSD Board Rules and Procedures 9270, "Conflict of Interest Code")
    - 31.3.1. Consultant and Consultant Entities shall determine whether its participation in a contract may constitute a conflict of interest. Consultant shall notify the District immediately if it

determines or obtains information that a potential conflict of interest exists.

- 31.4. **Additional Disclosure Requirement.** Consultant shall provide District the name of any employee of Consultant that is also a current or former member of the District's Governing Board or a District employee. Consultant shall submit the attached "Consultant's Disclosure Form Regarding SFUSD Officials" attached hereto as Exhibit C. Consultant shall update this form, as necessary, during the Term of this Contract.
- 31.5. **Compliance with Gift Limits.** Consultant shall abide by applicable legal restrictions relating to offering gifts, meals or entertainment or other business courtesies to District officials. Consultant and Consultant Entities shall not:
  - 31.5.1. Offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any District contracting or procurement official at any time.
  - 31.5.2. Offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt. Code 89503; 2 CCR 18940.2. See also [www.fooc.ca.gov](http://www.fooc.ca.gov))
- 31.6. **Employment Negotiations.** Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Consultant shall notify that District employee's supervisor of Consultant's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Consultant.
- 31.7. **Consultant Certification.** In signing this Agreement, Consultant certifies that it will comply with conflict of interest laws and regulations, and SFUSD Board Policies. Consultant acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.
32. **Submitting False Claims; Monetary Penalties.** Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty.
33. **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.
34. **Disputes; Continuing Performance.** 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 mediation prior to commencement of any action, proceeding, or litigation. The Parties shall equally share the mediator's fees; otherwise, each Party shall bear its own expenses (including attorneys' and experts' fees) in relation to the mediation. Notwithstanding the existence of any dispute, Consultant shall continue to satisfactorily perform the Services as required by the Agreement, and shall not rescind the Agreement nor stop its performance of the Services.
35. **Confidentiality.** In connection with this Agreement, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Consultant also understands and agrees that the disclosure of such information may

violate state and/or federal law and may subject the Consultant to civil liability. Consequently, Consultant agrees that all information disclosed by the District to the Consultant shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data. Consultant shall comply at all times, as applicable, with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code sections 49073 and sequential. Consultant shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Consultant shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contactor shall not use such student information or data for any purpose other than the District's purposes as specified in this Agreement. The Consultant and all Consultant's agents, personnel, employee(s), and/or sub consultant(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. Failure to comply with this Section may constitute a material breach if so deemed by the District.

36. **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, addressed as follows:

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT:**

Proposition A Bond Program  
135 Van Ness Avenue, Room 208  
San Francisco, CA 94102  
ATTN: Licinia Iberri, Bond Program Director  
lberriL@sfusd.edu

**CONSULTANT:**

SANDIS  
636 9<sup>th</sup> Street  
Oakland, CA 94607  
Tel: (408) 564-3181  
ATTN: Laura Cabral, VP, PLS  
lcabral@sandis.net

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.

37. **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 and approved by the District's governing board.
38. **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.
39. **Waiver.** A Party's lack of enforcement of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.
40. **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.
41. **Section Headings.** The section headings contained herein are for convenience in reference and are not

intended to define the scope of any provision of this Agreement.

42. **Incorporation of Recitals and Exhibits.** The Recitals, each exhibit and certificate attached hereto are hereby incorporated herein by reference.
43. **Attorneys' Fees.** If a Party commences a legal action against the other Party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expenses, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.
44. **Covid 19 Health & Safety Requirements for Consultant Services.**
- 44.1. If Contractor/Consultant and/or its employees ("Contractor Parties") will be entering a District school site or facility in connection with performance of services under this Agreement such that Contractor/Consultant's employees will be in contact with District staff, contractors, or students, then Contractor/Consultant's employees shall for the duration of the Agreement maintain compliance with the Covid-19 certification requirements set forth herein.
- 44.2. Contractor/Consultant shall maintain on file documents confirming that Contractor/Consultant's employees have been fully vaccinated against Covid-19 or if one or more of Contractor/Consultant's employees cannot receive the Covid-19 vaccine due to disability (i.e., allergy to a vaccine ingredient) or a sincerely held religious belief, one or more of Contractor/Consultant's employees may instead show Contractor/Consultant proof of a negative Covid-19 test administered within 72-hours of first entrance upon a District school site or facility and then weekly thereafter. These documents shall be Agreement #5397 for Southeast Facilities Masterplan Page 10 SFUSD & AGS10/14/2021 regularly maintained and updated by Contractor/Consultant and shall be available to the District upon request or audit. Contractor/Consultant further agrees and acknowledges that all new personnel hired or retained after the Effective Date of this Agreement are subject to the Covid-19 certification requirements and shall be prohibited from entering a District facility or having any contact with District staff, contractors, or students until the Covid-19 certification requirements have been satisfied.
- 44.3. All costs to comply with the above Covid-19 certification requirements are the Contractor/Consultant's responsibility.
- 44.4. Contractor/Consultant shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to comply with the above Covid-19 certification requirements.
- 44.5. Evidence of compliance with the above requirements shall be immediately available to the District upon request or audit.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the year and date first above written.

**RESOLUTION # 243-12W** \_\_\_\_\_

**SANDIS**

**SAN FRANCISCO UNIFIED SCHOOL  
DISTRICT**

DocuSigned by:

*Laura Cabral*

970F7667F8464B2...

Signature

Jackie Chen,  
Financial Services Officer

Laura Cabral

Print Name of Signatory

Licinia Iberri, Bond Program Director

2/22/2024

Date

**APPROVED AS TO FORM:**

SFUSD Contracts Administration





**EXHIBIT A**

**Scope of Services**

Consultant shall perform services per the attached proposal, **SFUSD Surveying Services 801 and 834 Toland Street**, dated January 25, 2024.



OAKLAND  
CAMPBELL  
SACRAMENTO  
SANTA CRUZ  
MODESTO  
SPOKANE



**JANUARY 25, 2024**

**San Francisco Unified School District (SFUSD)**  
Surveying Services, 801 & 834 Toland Street

**Sandis Civil Engineers Surveyors and Planners**  
636 9th Street, Oakland, CA 94607



## C O V E R   L E T T E R

January 25, 2024

Anatasha Craigie, Project Manager  
Proposition A 2016 Bond Program  
San Francisco Unified School District  
135 Van Ness Avenue, Room 207  
San Francisco, CA 94102

**RE: San Francisco Unified School District Surveying Services, 801 & 834 Toland Street**

---

Dear Anatasha Craigie,

Thank you for the opportunity to submit our proposal for the San Francisco Unified School District's RFP for Surveying Services for 801 & 834 Toland Street. Sandis is a local professional services firm specializing in land surveying, civil engineering, traffic engineering, 3D laser scanning, storm water management and planning.

Sandis' exceptional project management, expert knowledge, and years of successful K-12 work will aid our ability to meet the District's project needs. The Sandis survey team has decades of surveying experience. Sandis' surveying team includes Principal-in-Charge, **Laura Cabral, PLS**; Project Manager, **Chris Cintean, PLS**; Project Surveyor, **Hunter Stetson, PLS**; our in-house utility locating team, and thirteen surveying crews.

Sandis has provided surveying services for K-12 unified school districts for projects with San Francisco USD, Oakland USD, Berkeley USD, Santa Clara USD, and many more. A few of Sandis' projects for SFUSD include surveys for Hillcrest Elementary School, Giannini Middle School, and Sheridan Elementary School. Our local surveying experience will guide our work for Jefferson Elementary School's surveying needs.

As Vice President of Sandis, I am authorized to negotiate for the firm. I can be reached by phone at 408.564.3181 or by email at [lcabral@sandis.net](mailto:lcabral@sandis.net). We look forward to hearing from you and understanding the next steps.

Thank you,

**Laura Cabral, PLS**

Vice President

408.564.3181 | [lcabral@sandis.net](mailto:lcabral@sandis.net)

**Chris Cintean, PLS**

Project Manager

209.603.6757 | [ccintean@sandis.net](mailto:ccintean@sandis.net)

## HILLCREST ELEMENTARY SCHOOL

San Francisco, CA; 2018



Scope of services included the preparation of detailed topographic survey showing all structures, hardscape, fences, walls, landscape areas and utility information within the project areas. The location of utility vaults, manholes, catch basins and invert information of storm and sanitary sewers was shown based upon the field survey. The location of underground utilities lines such as gas, water, electric, and any on-site utilities was shown based upon available agency records and underground mechanical detection.

A basemap with property lines, centerlines and easements affecting the property was provided for the project area based on an analysis of preliminary title reports, record maps, deeds and field evidence. Boundary lines were annotated with bearings and distances for the subject property and plottable easements were annotated with referenced document number. Land area was shown in square feet and acres.

## GIANNINI MIDDLE SCHOOL

San Francisco, CA; 2018



Sandis provided surveying services for Giannini Middle School included a topographic survey, boundary survey, and utilities survey. Sandis also provided video inspection of a sewer line for the project.

## SHERIDAN ELEMENTARY SCHOOL

San Francisco, CA; 2018



Sandis provided surveying services for Sheridan Elementary School included a topographic survey, boundary survey, and utilities survey.

## OAKLAND UNIFIED SCHOOL DISTRICT ON-CALL SURVEYING SERVICES

Oakland, CA; Ongoing

Sandis is providing surveying services to the Oakland unified school district on an as needed basis.

Sandis is currently providing surveying services for Oakland USD's Laurel Child Development Center. The Laurel Child Development Center Replacement project included the demolition of an existing single-story modular building (approximately 7,400 s.f.) and

associated play areas. The project aims to construct a new single-story building that provides equivalent spacing and includes 5 pre-school classrooms, administrative offices kitchen and ancillary spaces.

Sandis provided surveying and utility locating services for the following site improvements:

- Underground Utilities
- Retaining Walls
- Play Structures
- Landscaping
- Hardscape

- Bioswale
- Artificial Turf Playfield
- Public Right-of-way Improvements

### Additional Oakland Unified School District Projects:

- Laurel CDC Replacement Project
- Kaiser Elementary School
- Fremont High School New Construction
- Thornhill Elementary
- Roosevelt Middle School
- Edna Brewersc



January 25, 2024 (REVISED FEBRUARY 12, 2024)  
Project No 724006

Anatasha Craigie  
Project Manager  
San Francisco Unified School District  
135 Van Ness Avenue, Room 207  
San Francisco, CA 94102  
P: 415.518.8597  
E: craigiea@sfusd.edu

**RE: 801 & 834 TOLAND SHOPS & WAREHOUSE FACILITIES  
SAN FRANCISCO, CA**

Dear Anatasha,

We are pleased to submit our revised proposal to provide surveying services for the above-referenced project. Our proposal is based on the Request for Proposal email issued January 4, 2024 and re-issued January 23, 2024.

We propose to provide the following scope of services:



## **SURVEYING SERVICES**

### **TOPOGRAPHIC & BOUNDARY SURVEY**

**\$38,500**

- Perform survey of the area limited to the extents of areas shown on the RFP exhibit. The survey does also include the full extent of the adjacent street frontage and Caltrans right of way at ground level along with the location of freeway columns and elevation of the bottom of the lower deck.
- Determine extent of existing property lines, right-of-way lines and easements as defined by and analysis of available record maps, deeds, title report, and physical evidence.
- Prepare a drawing showing boundary lines with length and bearing (including reference on basis) on each boundary course and plottable easements. Give area in square feet if less than one acre, and in acres (to .001 acre) if over one acre. Preliminary Title Reports with reference documents for the properties in question to be provided by the District.
- Set monuments to mark the boundaries of each parcel. File a Record of Survey map or a Corner Record, if needed.
- Provide fieldwork, office calculations and drafting to produce a topographic survey at an appropriate scale to fit on a 24x36 or 30x42 sheet layout.
- Among other relevant site features, this survey will show the following, if accessible:
  - Tree trunk diameters and drip lines (trees over 1-1/2" in diameter)
  - Surface identification – exposed soil, turf, AC pavement, etc.
  - Streams, surface drains, culverts
  - Fencing – location, type, description, gates (pedestrian and vehicle)
  - Accessible parking areas and path of travel
  - Driveways
  - Clearly delineated contours and intervals at one (1) foot increments, showing grade break lines, flow lines, and ridge lines
  - Spot elevations at slope changes
  - Playground equipment area and other site features to determine ADA compliance
  - Map and identify portable units including ramps, walkways, and stairs
  - Building corner spot elevations and locations
  - Location of ramps with slopes, cross slopes, landings, and spot elevations
  - Curbs and site wall spot elevations



January 25, 2024  
801& 834 Toland Shops & Warehouse Facilities

- Retaining walls (if any)
  - Hard and soft-scape features such as seats and planters
  - Downspout locations
- This survey will show the visible above ground utilities within the project area(s). Field measurement of inverts of accessible and unobstructed visible catch basins, area drains, storm drain manholes and sanitary sewer manholes will be shown. The location of underground utilities lines such as gas, water, electric, communication and any other onsite utilities will be shown based upon available records provided to Sandis by the District, if any.
  - Horizontal and Vertical control will be tied to the existing city monument system.



## UTILITY LOCATING

### MECHANICAL LOCATING SERVICES (UNDERGROUND UTILITY LOCATING)

**\$14,000**

- Provide utility designation to locate, identify, and mark existing subsurface utilities using standard locating methods pursuant to California Government Code section 4216 through 4216.9.
- Utility locations will be marked in the field using standard APWA color coded paint, stakes, pin flags, whiskers, or a combination thereof based on site conditions. Chalk paint can be substituted at the client's request. Standard 24" excavation tolerance zone applies to all delineations for best practices.
- Areas should be clear of debris or obstructions for accurate locating and scanning. Field conditions may affect the thoroughness of our survey and only excavation/potholing will reveal the locations of such utilities.
- If storm or sewer lines are clogged with debris, it is at the client's discretion and responsibility to have those lines flushed for utility locating to resume.
- Removal of utility marking via power washing or other methods is not included but can be provided as an additional service.

## SCOPE OF WORK ASSUMPTIONS

- 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.
- County/City fees, if any, to be paid by the District

## TERMS AND CONDITIONS

- This proposal and the agreement provided by the client 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.



January 25, 2024  
801& 834 Toland Shops & Warehouse Facilities

- 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.
- 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.
- This proposal is firm for sixty (60) days from the date of this letter.

Our services will be provided for the sum of **\$52,500 (Fifty-Two Thousand Five Hundred Dollars)** and will be performed under the provisions of the agreement provided by the client.

Pursuant to state law, no work can proceed on this project without written acceptance. If this proposal meets with your approval, please return a signed copy this letter and your agreement and as our authorization to proceed.

Regards

Approved

**SANDIS**

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

A handwritten signature in dark ink, appearing to read "Cinteau".

Chris Cinteau, PLS  
Project Manager

A handwritten signature in dark ink, appearing to read "Laura Cabral".

Laura Cabral, PLS  
Vice President

Attachment: Exhibit

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# SANDIS



# BRYANT

## STANDARD HOURLY CHARGE RATES

Enforced: January 1, 2024 through December 31, 2024

### ENGINEERING SERVICES / QSD & QSP SERVICES

|                                                              |                    |
|--------------------------------------------------------------|--------------------|
| Project Specialist/Clerical                                  | \$105.00           |
| Computer/Field/Engineer Technician                           | Level I \$115.00   |
|                                                              | Level II \$125.00  |
|                                                              | Level III \$135.00 |
| Sr. Engineer Technician                                      | \$145.00           |
| Design Engineer                                              | Level I \$130.00   |
|                                                              | Level II \$140.00  |
|                                                              | Level III \$150.00 |
| Project Engineer/Traffic Engineer                            | Level I \$170.00   |
|                                                              | Level II \$180.00  |
|                                                              | Level III \$190.00 |
| Senior Engineer Level 1                                      | \$225.00           |
| Engineering Project Manager Level 1                          | \$215.00           |
| Engineering Project Manager Level 2                          | \$250.00           |
| Associate Principal/Sr. Project Manager/Sr. Traffic Engineer | \$300.00           |
| Principal                                                    | \$400.00           |
| Forensic Review/Analysis/Claim Support                       | \$500.00           |

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

|                                                 |                    |
|-------------------------------------------------|--------------------|
| Computer/Surveying/Scanning Technician          | Level I \$105.00   |
|                                                 | Level II \$115.00  |
|                                                 | Level III \$125.00 |
| Project Surveyor/Scanning Specialist            | Level I \$135.00   |
|                                                 | Level II \$155.00  |
|                                                 | Level III \$175.00 |
| Survey/Utility Locating Project Manager Level 1 | \$215.00           |
| Survey/Utility Locating Project Manager Level 2 | \$250.00           |
| Senior Field Survey Supervisor/AISC/Manager     | \$300.00           |
| Utility Locating Services 1-Person Crew         | \$195.00           |
| Utility Locating Services 2-Person Crew         | \$320.00           |
| 1-Person Survey Crew                            | \$215.00           |
| 2-Person Survey Crew                            | \$360.00           |
| 2-Person Survey Crew with Apprentice            | \$475.00           |
| 3-Person Survey Crew                            | \$525.00           |
| Union Field Surveyor Official Travel            | \$90.00            |

**REIMBURSABLE COSTS:** Printing, monuments, materials, outside services and consultants, courier/delivery services, express/overnight mail, travel/per diem, agency fees advanced, etc., at cost plus 10%.

**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.



**EXHIBIT B****Compensation****1. Compensation**

- 1.1. The payments to Consultant up to the not-to-exceed amount set forth in this Agreement shall be full compensation for all of Consultant's Services incurred in its performance, including all costs and expenses related to such performance (such as all costs for personnel, travel, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit A**)
- 1.2. The Consultant's total compensation shall not exceed the amount set forth in the Agreement, except as allowed by an amendment to the Agreement. The compensation shall be paid as indicated below.

**2. Method of Payment**

- 2.1. Consultant shall submit monthly invoices on a form and in the format approved by the District.
- 2.2. Consultant shall submit these invoices in duplicate to the District via the District's authorized representative.
- 2.3. Consultant shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultants. No markup shall be allowed for Consultant costs in the performance of the Services.
- 2.4. Upon receipt and approval of Consultant's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

**3. Hourly Rates**

- 3.1. The following rates, which shall compensate Consultant for all expenses, labor, materials, equipment, overhead, administrative cost, and profit, shall be utilized when compensating Consultant for performance of the Services. Consultant shall bill in tenth-hour (0.1) increments for all Services.

| <b>Job Title</b> | <b>Hourly Rate</b> |
|------------------|--------------------|
| See below*       |                    |
|                  |                    |

\* Refer to the hourly rates on page 7 of the attached Proposal, **SFUSD Surveying Services 801 and 834 Toland Street**, dated January 25, 2024.

**EXHIBIT C****CERTIFICATION REGARDING SFUSD OFFICIALS****TO BE COMPLETED BY CONSULTANT:**

|                                                                            |                                     |
|----------------------------------------------------------------------------|-------------------------------------|
| Name of Consultant:                                                        | SANDIS                              |
| Services to be performed under the Contract:                               | Surveying Services                  |
| Schools/Locations where services will be performed:                        | 801 and 834 Toland Street           |
| Total Amount to be paid by the District Under this Contract not to exceed: | \$52,500.00                         |
| Term of Agreement:                                                         | February 26, 2024 to March 29, 2024 |

**Are any of the Consultant's employees (or owners) ALSO current SFUSD employees/Board members, or former SFUSD employees/Board members within the last two years? (Check "Yes" or "No" as applicable.)**

- ☒ **NO.** None of the Consultant's employees (or owners) are current SFUSD employees/Board members or former SFUSD employees/Board members with the last two years.
- ☐ **YES.** Consultant's employees (or owners) listed below are current SFUSD employees/Board members or former SFUSD employees/Board members with the last two years. (If checked Consultant must complete table below. The list may be continued on an additional page as needed)

| NAME | JOB TITLE(S) at SFUSD | DATE(S) Individual is/was SFUSD employment/Board | Form of PAYMENT Individual received from SFUSD |
|------|-----------------------|--------------------------------------------------|------------------------------------------------|
|      |                       |                                                  |                                                |
|      |                       |                                                  |                                                |
|      |                       |                                                  |                                                |

**Certification by Consultant:**

On behalf of Consultant, I hereby certify that, to Consultant's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Contract, if Consultant learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SFUSD employees or Board members or former SFUSD employees or Board members within the last two years, Consultant shall promptly notify the District and update this form.

DocuSigned by:

Laura Cabral 2/22/2024  
970F7067F0404B2  
 Consultant's Signature Date

Laura Cabral

Print Name of Signatory

**EXHIBIT D**

**SCHEDULE OF WORK**

Work will begin February 26, 2024, and conclude March 29, 2024.

**CERTIFICATES****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:                      | 2/22/2024                                                                                |
| Proper Name of Consultant: | <u>Sandis</u>                                                                            |
| Signature:                 | <u></u> |
| Print Name:                | <u>Laura Cabral</u>                                                                      |
| Title:                     | <u>Vice President</u>                                                                    |

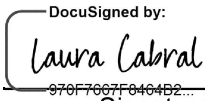
(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

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

I am aware of and hereby certify that neither SANDIS 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 2/22/2024 20\_\_ for the purposes of submission of this Agreement.

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

Laura Cabral  
\_\_\_\_\_  
Typed or Printed Name

Vice President  
\_\_\_\_\_  
Title

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**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.

2/22/2024

Date:

Proper Name of Consultant:

Signature:

Print Name:

Title:

Sandis  
 Submitted by:  
 Laura Cabral  
 970F7607F8404B2  
 Laura Cabral  
 Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2024

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

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

| <b>PRODUCER</b><br>AssuredPartners Design Professionals Insurance Services, LLC<br>3697 Mt. Diablo Blvd Suite 230<br>Lafayette CA 94549 | <b>CONTACT</b><br>NAME: Jennifer Aguirre<br>PHONE (A/C, No, Ext): (510) 465-3090<br>FAX (A/C, No):<br>E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------|-------|-----------------------------------------------------|-------|----------------------------------------------|-------|---------------------------------------------|-------|----------------------------------------------------|-------|-------------|--|
| License#: 6003745<br>SANDICIVI                                                                                                          | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B : American Casualty Company of Reading PA</td><td>20427</td></tr><tr><td>INSURER C : Transportation Insurance Company</td><td>20494</td></tr><tr><td>INSURER D : Underwriters at Lloyd's, London</td><td>32727</td></tr><tr><td>INSURER E : Beazley America Insurance Company, Inc</td><td>16510</td></tr><tr><td>INSURER F :</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Continental Insurance Company | 35289 | INSURER B : American Casualty Company of Reading PA | 20427 | INSURER C : Transportation Insurance Company | 20494 | INSURER D : Underwriters at Lloyd's, London | 32727 | INSURER E : Beazley America Insurance Company, Inc | 16510 | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |
| INSURER A : Continental Insurance Company                                                                                               | 35289                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |
| INSURER B : American Casualty Company of Reading PA                                                                                     | 20427                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |
| INSURER C : Transportation Insurance Company                                                                                            | 20494                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |
| INSURER D : Underwriters at Lloyd's, London                                                                                             | 32727                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |
| INSURER E : Beazley America Insurance Company, Inc                                                                                      | 16510                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |
| INSURER F :                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |
| <b>INSURED</b><br>Sandis Civil Engineers Surveyors Planners<br>3007 Douglas Blvd, Suite 105<br>Roseville CA 95661                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                           |       |                                                     |       |                                              |       |                                             |       |                                                    |       |             |  |

**COVERAGES****CERTIFICATE NUMBER:** 400292216**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.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER                 | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br><input checked="" type="checkbox"/> XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 6075819456                    | 3/3/2024                | 3/3/2025                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$15,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                             | Y         | Y        | 6075819473                    | 3/3/2024                | 3/3/2025                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                              |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                                                | Y         | Y        | 6075819439                    | 3/3/2024                | 3/3/2025                | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                  |
| C<br>B   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                      | Y/N<br>Y  | N/A      | 6075819425<br>6075819411      | 3/3/2024<br>3/3/2024    | 3/3/2025<br>3/3/2025    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                      |
| D<br>E   | Cyber Liability<br>Professional Liability                                                                                                                                                                                                                                                                                                                                                                                          |           | Y        | ESM0439881025<br>C36AB6240101 | 3/3/2024<br>3/3/2024    | 3/3/2025<br>3/3/2025    | Limit: \$2,000,000<br>Per Claim \$5,000,000<br>Annual Aggregate \$7,000,000                                                                                                                                                                 |

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

Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.  
Project #12337 - 801 & 834 Toland Street. Agreement #5940.  
San Francisco Unified School District and the State and their representatives, employees, trustees, officers, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording.

**CERTIFICATE HOLDER****CANCELLATION** 30 Day Notice of Cancellation

San Francisco Unified School District  
135 Van Ness Avenue  
San Francisco CA 94102

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Commercial General Liability Coverage Part

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this **Coverage Part** in accordance with our rules and rates.
- b. Premium shown in this **Coverage Part** as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the **First Named Insured**. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, we will return the excess to the **First Named Insured**.
- c. The **First Named Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this **Coverage Part** to the **First Named Insured**, this insurance applies:

- a. As if each **Named Insured** were the only **Named Insured**; and
- b. Separately to each **Insured** against whom claim is made or **suit** is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the **Insured** has rights to recover all or part of any payment we have made under this **Coverage Part**, those rights are transferred to us. The **Insured** must do nothing after loss to impair them. At our request, the **Insured** will bring **suit** or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this **Coverage Part**, we will mail or deliver to the **First Named Insured** shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Auto** means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising 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 subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1.** the **written contract** requires you to provide the additional insured such coverage; and
    - 2.** this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2.** supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

**WHO IS INSURED** is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

**24. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**26. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

**27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

**A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

**B.** Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c)** Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

**C. DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Sandis Civil Engineers Surveyors Planners

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

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

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Sandis Civil Engineers Surveyors Planners

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



## Workers Compensation And Employers Liability Insurance Policy Endorsement

### BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form

**W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Sandis Civil Engineers Surveyors Planners**

**2** Business name/disregarded entity name, if different from above

**Sandis**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

**3007 Douglas Blvd Ste 105**

**6** City, state, and ZIP code

**Roseville CA 95661**

Requester's name and address (optional)

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|

or

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 9 | 4 | - | 1 | 7 | 2 | 4 | 2 | 4 | 2 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign  
Here**

Signature of  
U.S. person ►



Date ► **01/09/2024**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*