NEWARK UNIFIED SCHOOL DISTRICT

Newark Unified School District
5715 Musick Ave
Newark, CA 94560

California Environmental Quality Act (CEQA) Consulting Services Prequalified Consultant Pool

Newark Unified School District Measure O Projects

Request for Qualifications (RFQ)

KEY INFORMATION:

1. STATEMENT OF QUALIFICATION (SOQ) SCHEDULE

Release Date:	October 26, 2026
Deadline for Questions:	November 6, 2026
Responses to Questions Issued by Addendum:	November 13, 2026
SOQ Due:	November 20, 2026 by 4:00 PM
Interview via Zoom (if any):	Week of December 1
Final Selections and Notifications:	Week of December 1
Board Action:	December 9, 2026

2. INQUIRIES: Direct all RFQ questions in writing to Windy Buller at windyb@capitalpm.com. Questions will not be accepted by phone.

3. SOQ SUBMISSION: All SOQs must be submitted via email only. Please address your submission to:

Newark Unified School District
C/O: Capital Program Management, Inc.
Attention: Windy Buller, Sr. Project Manager
Email: windyb@capitalpm.com
Subject line: **"RFQ – CEQA Consulting Services – [Firm Name]"**

SECTION 1 – INTRODUCTION AND OVERVIEW

A. General

Newark Unified School District ("District") is seeking Statements of Qualifications (SOQ) from professionals experienced in providing California Environmental Quality Act (CEQA) consulting services for the District's Measure O Bond Program for new construction and modernization projects. Qualified professionals will provide to the District services necessary to ensure Measure O projects plans and construction activities comply with CEQA requirements.

District voters passed a bond measure in November 2024 authorizing a $205M General Obligation bond to repair, modernize, replace, renovate, expand, construct, acquire, equip, furnish and otherwise improve the classrooms and school facilities of the District's existing schools, new school sites, and other district-owned properties to provide equity among campuses, improved facilities, and upgraded 21st century technology.

The District intends to establish a pool of prequalified Firms to provide these services.

The District anticipates selecting up to three (3) Firms for the pool. Each Firm will enter into a master Consultant Agreement with an initial term of three (3) years, with the option to extend at the District's discretion. As projects arise, the District will request a scope and fee proposal from one or more pool Firms and issue a task order for each assignment. Inclusion in the pool does not guarantee that a Firm will be assigned work.

B. Description of Projects

The types of projects anticipated by this RFQ may include, but are not limited to:

- Birch Grove Primary Relocation / Birch Grove Intermediate - Modernization Project
- August Schilling ES Modernization / Lincoln Interim Housing Project
- Newark Memorial HS – Pool Improvement Project
- Bridgepoint HS New Modular Campus at Newark Memorial HS
- Fire Alarm Project at Coyote Hills ES and JF Kennedy ES
- Snow Elementary School Site Demolition (closed campus)
- Musick Site – Potential Reuse for District Administration

Other facility improvement projects may be included in the CEQA consultant's scope of work, as needed and defined by the District.

C. Scope of Services

Pool Firms will prepare the CEQA documentation appropriate to each assigned project, ranging from exemption determinations to Initial Studies with Negative Declarations or Mitigated Negative Declarations (IS/ND/MND) and, where required, Environmental Impact Reports (EIRs). Such documentation will include initial studies, notices, mailings, technical reports, exhibit(s),

draft and final environmental documents, including findings and other documentation and studies required for completing the CEQA process.

Services will likely include, but are not limited to the following:

- Evaluate each project and recommend the appropriate CEQA pathway (exemption, IS/ND/MND, or EIR), and prepare Notices of Exemption with supporting documentation.
- Conduct appropriate scoping activities to identify issues and define the proposed project and alternatives for analysis; meet on an ongoing basis as appropriate with community and affected local and/or state agency representatives, District administrators, the program manager and associated firms under contract directly with the District; prepare, maintain and implement a CEQA processing schedule to assure efficient and timely preparation and processing of environmental documents.
- Prepare and distribute initial studies, notices of intent, and notices of preparation, as applicable.
- Prepare administrative draft environmental documents.
- Prepare and circulate draft environmental documents.
- Attend and participate in public hearings and meetings, as required.
- Present drafts and final reports to the Board of Education.
- Prepare final environmental documents, including, where an EIR is required, final EIR(s) with responses to comments, findings of fact and statement of overriding considerations.
- Prepare Mitigation Monitoring and Reporting Programs (MMRPs), as applicable.
- Conduct or coordinate technical studies, including historic resources evaluations, air quality/greenhouse gas, noise, transportation (VMT), biological resources (including pre-construction nesting bird surveys), and cultural resources.
- Prepare AB 52 tribal consultation notices and support the District in consultation, as required.
- Prepare Board resolutions and staff report language for adoption, and file Notices of Exemption or Determination with the County Clerk and State Clearinghouse.
- Coordinate CEQA schedules with the District's architects, CPM, and DSA review.

SECTION 2 – QUALIFICATIONS

The written application should address the Firm's qualifications in each of the areas outlined below. It should also clearly identify the business relationship between various firms involved in the application (e.g., consultant, joint venture, association), and the entity that will enter into an Agreement with the District. Key personnel who will be working on District projects should be identified, and resumes should be limited to these personnel.

The following areas of applicant qualification should be demonstrated for the Firm and key consultants.

- General range and level of experience in renovation, expansion and new construction projects.
- Specific experience with K-12 public school projects in California.

- Specific experience preparing CEQA documents (exemptions, IS/ND/MNDs, and EIRs) for public agencies in the Northern California area.
- Experience with historic resources evaluations and AB 52 tribal consultation.
- Ability to complete documents within aggressive time frames.
- Ability to conduct public meetings and workshops to address community concerns.
- Ability to produce high quality, complete and fully coordinated documents.
- Minimum qualifications: at least five (5) years of experience preparing CEQA documents, and at least three (3) CEQA documents adopted or certified for California K-12 school districts within the last five (5) years.

A panel of District staff members and consultants will conduct paper screening and interviews. Applicants selected for interviews will be advised regarding interview format at the time of notification.

SECTION 3 – SUBMISSION REQUIREMENT

3.1 Format

The response to this Request for Qualifications (RFQ) is to be a written Statement of Qualifications describing the qualifications of the Firm, as outlined below.

3.2 Requirements

Submittal shall be a maximum length of **twenty (20) pages** on 8 ½ x 11 sheets, single-sided, with no less than 10 pt font. The 20-page limit includes cover letter. Sample documents, including resumes, may be included in an appendix.

3.3 Submittal of SOQ

Submittals should be verified before submission. Adjustments will not be permitted after submission to the District. The District will not be held responsible for errors or omissions on the part of the Firm in the preparation of the submittal.

3.4 Signatures

Submittals' cover letters must be signed by a representative of the Firm with authorization to bind the Firm by Agreement. Authorized signature acknowledges the information contained within the SOQ to be true and accurate.

3.5 Disqualified Statements

Any submittal received by the District after the stated date/time will not be accepted.

3.6 Withdrawal of Submittal

Firms may withdraw their submittal, by written request, at any time prior to the closing time for the receipt of submittals.

3.7 Rights of the District

The District reserves the right to complete the selection process without proceeding to an interview process and may choose to select based on the information provided in the submittal.

This RFQ does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this RFQ. The District reserves the right to accept all or part of any submittal or to cancel in part or in its entirety the RFQ. The District further reserves the right to select the Firm that it considers to be in the best interest of the District. The District reserves the right to reject all submittals, or to waive any irregularities or informalities in the submittal process.

3.8 Insurance Requirements

The District expects any Firm submitting a Statement of Qualifications to be able to meet the following minimum insurance requirements:

Workers' Compensation:	Statutory limits; Employer's Liability $1M
Commercial General Liability:	$2M/ each occurrence, $2M/aggregate
Professional Liability:	$1M/per claim, $2M/aggregate
Employer's Liability	$1M/per accident
Automobile Liability:	$1M/combined single limit

The District shall be named as additional insured on the Commercial General Liability and Automobile Liability policies.

3.9 Restriction on Communications

From the release of this RFQ until the Board of Education takes action to award, Firms, including their team members, subconsultants, and anyone acting on their behalf, shall not communicate about this RFQ with any member of the Board of Education, the Superintendent, District staff, or Capital Program Management staff, other than the designated contact in Item 2. This restriction does not apply to:

(a) written questions submitted to the designated contact,
(b) interviews or presentations scheduled by the District,
(c) contract negotiations initiated by the District, or
(d) communications about existing contracts that are unrelated to this RFQ.

Any Firm that violates this restriction may be disqualified at the District's sole discretion.

3.10 Public Records Act

All submittals become District property and are public records under the California Public Records Act (Government Code Section 7920.000 et seq.), subject to release after the District issues a notice of intent to award. Firms must mark any trade secret pages "Confidential – Trade Secret" and state the legal basis. Blanket confidentiality markings will not be honored, and fees and rates are not confidential. The District cannot guarantee

confidentiality, and any Firm asserting an exemption shall defend and indemnify the District against claims arising from withholding the marked material.

3.11 Fingerprinting

Firms shall comply with Education Code Section 45125.1. Field staff who may have contact with students shall have Department of Justice fingerprint clearance or be supervised as required by the District.

SECTION 4 – MANDATORY ELEMENTS AND SEQUENCE OF STATEMENT OF QUALIFICATIONS

Submittals shall be organized in the sequence below. SOQs will be evaluated in accordance with Section 5.

4.1 Cover letter and Introduction

- 4.1.1 Company Name
- 4.1.2 Address
- 4.1.3 Contact Name
- 4.1.4 Confirm if Firm is an individual, partnership, corporation, or joint venture

4.2 Company Background

- 4.2.1 General Information
- 4.2.2 Number of Employees
- 4.2.3 Years in Business
- 4.2.4 Years' Experience with K-12 Public Schools
- 4.2.5 Name(s) of Owners
- 4.2.6 Home Office Location
- 4.2.7 Local Office Location
- 4.2.8 Professional Certifications Held (e.g., AICP, qualified historian or archaeologist)
- 4.2.9 Certification Numbers, if applicable
- 4.2.10 Primary Business Types
- 4.2.11 Market Areas
- 4.2.12 Website Address
- 4.2.13 Identify Contact Person Including Phone and Email

4.3 Experience and References

- 4.3.1 Provide three (3) references and specific CEQA experience with K-12 public school projects in the Northern California area. Include general range and level of experience in renovation, expansion, new construction projects.
- 4.3.2 Include a list of the last five (5) public school CEQA projects completed by your Firm within the last five (5) years. Please include the following information:
  - 4.3.2.1 District Name.
  - 4.3.2.2 Project name(s) and location(s).
  - 4.3.2.3 Type of CEQA document (e.g., NOE, IS/MND, EIR) and adoption or certification date.

4.3.2.4 Whether the document was legally challenged, and the outcome.
4.3.2.5 District contact name, phone number, and email address.

4.4 CEQA Documentation Experience

4.4.1 Specific experience with preparing exemptions, IS/ND/MNDs, and EIRs for public agencies in Northern California. Please include project type(s), document types, dates, names and phone numbers of agency contact and names of consultant staff assigned to the projects.

4.5 Ability to Perform

4.5.1 Ability to complete documents within aggressive time frames.
4.5.2 Ability to obtain timely approvals.
4.5.3 Ability to conduct public meetings and workshops to address community concerns.

4.6 Approach and Methodology

4.6.1 Describe how the Firm would determine the appropriate CEQA pathway for the projects listed in Section 1.B.
4.6.2 Describe the Firm's approach to the Snow ES demolition, including historic resources evaluation and anticipated schedule.
4.6.3 Describe how the Firm coordinates CEQA schedules with design, DSA review, and Board approvals, and how it minimizes the risk of legal challenge.

4.7 Staffing

4.7.1 Resumes of Proposed Project Team and key personnel. (Include in Appendix).
4.7.2 Staffing approach, and Roles/Responsibilities for Project Team.

4.8 Rates

4.8.1 Provide the hourly rates for each proposed team member and all positions that may be assigned to this scope of services, as well as any sub-consultant fees for service that may be needed for 2027-2030.
4.8.2 Identify types of reimbursable expenses and their associated costs.
4.8.3 Identify any additional fees or minimum requirements.

4.9 Litigation

4.9.1 Within the last five (5) years, have you ever initiated litigation against a client on a public school project?
4.9.2 Within the last five (5) years, has a client ever initiated litigation against your Firm?
4.9.3 If the answer to either question is yes, please give details including nature of dispute, ultimate resolution of dispute, and names of references who can verify information provided.

4.10 Termination

4.10.1 Within the last five (5) years, have you ever been terminated by a client?

4.10.2 If so, please indicate why and provide names and phone numbers of references who can verify the information provided.

4.11 Statement of Non-Conflict of Interest

Complete Attachment "A" – Statement of Non-Conflict of Interest Form, attached hereto. (May be included in an appendix).

4.12 Exceptions to Consultant Agreement

Identify any exceptions to Attachment B – Consultant Agreement, or state that the Firm takes no exceptions.

4.13 Insurance Acknowledgment

Confirm the Firm can provide the insurance coverage required in Section 3.8.

SECTION 5 – EVALUATION CRITERIA

5.1 Evaluation Committee

SOQs will be evaluated by a committee of District staff and the District's program management representative (and others designated by the District).

5.2 Evaluation Criteria

Criterion	Weight
Relevant K-12 CEQA experience	25%
Technical approach & understanding	20%
Qualifications of key personnel	20%
Technical studies, historic resources & AB 52 experience	15%
References & past performance	10%
Interview (if no interview is required, max percentage of weight will be 90%	10%

5.3 Responsiveness Review

SOQs will first be reviewed for compliance with the submission requirements in Section 3 and the minimum qualifications in Section 2. SOQs that do not meet the minimum qualifications may be deemed non-responsive and not evaluated further.

5.4 Interviews at the District's Discretion

The District may, at its sole discretion, interview some, all, or none of the proposers. If the District decides interviews are not needed, selection will be based on written SOQ scores alone. Proposers should therefore submit their most complete and competitive

SOQ at the outset. Applicants selected for interviews will be advised regarding interview format at the time of notification.

5.5 Final Ranking

If no interviews are held, final rankings will be based on written SOQ scores. If interviews are held, final rankings will be based on the combined written SOQ score (90%) and interview score (10%). If no interviews are held, written SOQ scores (maximum 90 points) will be normalized to a 100-point scale. Hourly rates will not be scored and will be reviewed for reasonableness; fees will be negotiated for each task order. The District will check references for each Firm recommended for the pool before recommending Board approval.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM.

- Attachment A – Statement of Non-Conflict of Interest
- Attachment B – Consultant Agreement
- Attachment C – Rate Form

ATTACHMENT A

NEWARK UNIFIED SCHOOL DISTRICT

STATEMENT OF NON-CONFLICT OF INTEREST

The undersigned, on behalf of the consulting Firm set forth below (the "Consultant"), does hereby certify and warrant that, if selected, the Consultant while performing the consulting services required by the Request for Qualifications shall do so as an independent contractor and not as an officer, agent or employee of the District. The undersigned further certifies and warrants that: (1) no officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years; (2) the Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months; (3) no officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested financially in the consultant Agreement; and (4) the consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the consultant aid, abet or knowingly participate in violation of this statement.

Signature _____

Printed Name _____

Title _____

Date _____

[This agreement form should be used for services provided by an environmental firm or surveying firm.]

NEWARK UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT

This general services agreement ("Agreement") is made and entered into effective _____, 20___ (the "Effective Date"), by and between the Newark Unified School District ("District") and _____ ("Contractor" and together with District, the "Parties").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Basic Services"): For the _____ project ("Project"), _____ (as further described in ***Exhibit A*** to this Agreement). ***[If the services do not relate to a specific construction project, then delete "***For the ____ project ("Project")***".]*** ***[If no Exhibit A will be attached, delete the parenthetical about it, and under the heading for Exhibit A (after the signature block of the agreement) type "NOT USED".]*** Contractor shall provide services related to the Project other than Basic Services (i.e., "Additional Services") if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). ***[If the services do not relate to a specific construction project, then delete "***related to the Project***".]*** "Services" shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. ***[If the services do not relate to a specific construction project, then delete "***and the Project***".]*** All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by this type of consultant specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall be the duration of the Project ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper. ***[If there is no "Project," then delete the previous sentences and use the following:]*** The term for performance of the Services shall begin on _____, 20__, and shall end on _____, 20__

("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the rates and unit prices listed in ***Exhibit B*** for Services satisfactorily performed. Contractor shall not increase these rates and unit prices over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed _____ Dollars ($_____), which consists of a not-to-exceed amount of _____ Dollars ($_____) for performance of the Basic Services, and a not-to-exceed amount of _____ Dollars ($_____) for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on time worked, services provided, rates, and unit prices, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

[If the fee for performance of the Basic Services is a lump sum (rather than not-to-exceed), then delete the above paragraph and use the following:]

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in ***Exhibit B*** for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed _____ Dollars ($_____), which consists of a lump sum of _____ Dollars ($_____) for performance of the Basic Services, and a not-to-exceed amount of _____ Dollars ($_____) for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for

Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1 **Reimbursement for Certain Expenses**. In addition to the above fees, the District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor's total reimbursement for Reimbursable Expenses shall not exceed _____ dollars ($_____), which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. "Reimbursable Expenses" do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions. ***[If no reimbursable expenses will be paid to the contractor, then keep the heading of this paragraph but replace the text with the following:*** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.***]***

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials**. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing,

District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

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

Comprehensive General Liability

Each Occurrence:
$_____ Each Occurrence

Damage to Rented Premises:
$_____ Each Occurrence

Medical Expenses:
$_____ Any One Person

Personal and Advertising Injury:
$_____ Each Occurrence

General Aggregate:
$_____ Aggregate

Products – Completed Operations:
$_____ Aggregate

Comprehensive Automobile Liability

Combined Single Limit:
$_____ Each Accident

Property Damage:
$_____ Each Accident

Workers' Compensation

Worker's compensation insurance as required by Labor Code section 3200, *et seq*.

Employers' Liability

$_____ Each Accident
$_____ Disease – Each Employee
$_____ Disease – Policy Limit

Errors and Omissions Insurance

Professional liability insurance covering errors and omissions with limits not less than $_____. ***[Delete the E&O coverage requirement if not available for the services required by this contract.]***

Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or

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

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see ***Exhibit C***).

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

12. *[This section is required for "a certificated or classified position" per EC §49406(a)(1)(A). If this section is not required, District has discretion to delete it.]* **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

_____

_____

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

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

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

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

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

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

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

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

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

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

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

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

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

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files

for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

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

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

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

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

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

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

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

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business

enterprises ("DVBE") certification (Education Code §17076.12.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional reporting requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract. *[Note to District: If no state funds are being used for this contract, then the District should either (1) delete this paragraph in its entirety; or (2) delete the previous two sentences and replace them with the following:]* The District requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional reporting requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached ***Exhibit D*** shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the District. ***[If no Exhibit D will be attached, then (A) delete this section and insert "NOT USED"; and delete the heading for Exhibit D at the end of this document.]***

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

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

39. **California Residency.** Contractor _____ *[insert "is" or "is not"]* a resident of the State of California. *[If "is" was inserted in the previous sentence, then delete the following sentence.]* If Contractor qualifies for a tax withholding, Contractor shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

* * * * * * * * * * * * * * * * * * * *

DISTRICT:

NEWARK UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

Address for District Notices:

_____
_____
_____

CONTRACTOR:

_____

By: _____
Name: _____
Title: _____

Address for Contractor Notices:

_____
_____
_____

EXHIBIT A

Scope of Services

EXHIBIT B

Hourly Rates

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

EXHIBIT D

Designation of Key Personnel

ATTACHMENT C

NEWARK UNIFIED SCHOOL DISTRICT

CEQA CONSULTING SERVICES – PREQUALIFIED CONSULTANT POOL

RATE FORM

Firm Name: _____

Authorized Representative: _____

Date: _____

Complete all parts of this form and include it with the SOQ (Section 4, Item 8). Rates will not be scored. They will be reviewed for reasonableness, and fees will be negotiated for each task order issued under the master Consultant Agreement.

PART 1 – HOURLY RATES (2027–2030)

Provide hourly rates for each classification that may be assigned to District projects. Revise or add classifications to match the Firm's staffing, and list the name of proposed key personnel where applicable.

Classification	Name (if key personnel)	2027	2028	2029	2030
Principal-in-Charge					
Project Manager					
Senior Environmental Planner					
Environmental Planner					
Architectural Historian / Historian					
Archaeologist / Cultural Resources					
Biologist					
Air Quality / GHG / Noise Specialist					
Transportation (VMT) Specialist					
GIS / Graphics					
Document Production / Administrative					

PART 2 – SUBCONSULTANTS

List any subconsultants the Firm proposes to use (e.g., traffic, acoustics, cultural resources) and the basis of their fees, including any markup applied by the Firm.

Subconsultant Firm	Discipline	Rate Basis	Markup (%)

PART 3 – REIMBURSABLE EXPENSES

Identify reimbursable expenses and the basis for each. Reimbursable expenses not listed will not be paid.

Expense	Basis (e.g., at cost, per mile)	Rate / Markup (%)
Printing / reproduction		
Newspaper publication of notices		
Mailing / postage		
CDFW and County Clerk filing fees (pass-through)		
Mileage		
Delivery / overnight shipping		
Other (describe):		

PART 4 – TYPICAL FEE RANGES (FOR BUDGETING ONLY)

For District budgeting purposes only, provide typical fee ranges for the following, based on comparable K-12 projects. These ranges are not binding and will not be scored.

Typical Deliverable	Fee Range ($)	Typical Duration
Notice of Exemption with supporting memorandum		
Initial Study / Mitigated Negative Declaration (typical modernization project)		
Historic Resources Evaluation (single campus)		
Focused EIR		
Technical study (e.g., noise, air quality) – each		

PART 5 – ADDITIONAL FEES OR MINIMUM REQUIREMENTS

Identify any additional fees, minimum billing requirements, retainers, or other conditions. If none, state "None."

Description

CERTIFICATION

The undersigned certifies that the fees and rates stated on this form are true and accurate, will remain in effect for the years shown, and are subject to negotiation with the District for each task order.

Signature: _____

Printed Name: _____

Title: _____

Date: _____