

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**Santa Clara Unified School District**  
**Districtwide Ongoing Professional Services for**  
**DTSC Compliance and CEQA Compliance**  
**RFQ #21-22-005**

**OVERVIEW AND SUBMISSION GUIDELINES**

The Santa Clara Unified School District ("District") is seeking Statements of Qualifications ("SOQ") from qualified persons, firms, contractors, partnerships, corporations, associations, or professional organizations ("Consultant") in response to this Request for Qualifications ("RFQ") for Districtwide Ongoing Professional Services for DTSC Compliance and/or CEQA Compliance ("Professional Services") for the following disciplines:

**Department of Toxic Substance Control (DTSC) Compliance**

**OR**

**California Environmental Quality Act (CEQA) Compliance**

This Request for Qualifications (RFQ) is not a formal request for bids or an offer by the District to contract with any Consultant responding to this RFQ. The District intends to choose multiple Consultants that respond to this RFQ to include in its pool of qualified Consultants for each discipline. Inclusion in this pool and any award of a contract will be subject to approval by the District's Board of Trustees.

Respondents to this RFQ should submit responses electronically in PDF format via email. Respondent is responsible for verifying that the email and attachments have been received. Email to:

**MELISSA KERSH**  
[mkersh@scusd.net](mailto:mkersh@scusd.net)  
**PROJECT MANAGER, FACILITY DEVELOPMENT AND PLANNING**  
**SANTA CLARA UNIFIED SCHOOL DISTRICT**

**ALL RESPONSES ARE DUE ELECTRONICALLY VIA EMAIL BY 2:00 P.M., ON TUESDAY, OCTOBER 26, 2021.**

**LATE SUBMITTALS WILL NOT BE ACCEPTED OR CONSIDERED.**

**Any questions regarding this RFQ must be put in writing and sent by email to Melissa Kersh at [mkersh@scusd.net](mailto:mkersh@scusd.net) on or before Friday, October 22, 2021 at 2:00 p.m.**

**All responses will be communicated in writing to all recipients of this RFQ. Email [mkersh@scusd.net](mailto:mkersh@scusd.net) to verify that you have received the RFQ and would like any addendums emailed to you. The addendums will also be posted on the District website.**

**Questions received after the date and time stated above will not be accepted, and will not be responded to. Respondents shall not, directly or indirectly, communicate**

**with any employee, officer, Board of Trustees member, agent or representative of the District regarding the RFQ or Professional Services required by the RFQ except for the District Contact person noted above. The RFQ Response of a Respondent who has engaged in any action or activity inconsistent with or in violation of the foregoing is subject to rejection for non-responsiveness.**

## **I. INTRODUCTION**

The Santa Clara Unified School District ("District") is a public school district covering a 56 square mile area within Northern California and containing neighborhoods in the cities of Santa Clara, Sunnyvale, San Jose, and Cupertino. The District has over 1.5 million square feet of building area and includes 18 elementary schools, 1 K-8 school, 4 middle schools, 3 high schools, 3 alternative high schools, 3 leased sites, and 1 District Office site. Construction has commenced for the new Katharine MacDonald High School in North San Jose.

The District Community passed 2 General Obligation Bonds recently: Measure H, 2014 - \$419 million and Measure BB, 2018 - \$720 million. This RFQ will cover projects within various District Departments including Bond Projects, Facility Development and Planning, Maintenance, Grounds, and Technology.

The District is seeking Statements of Qualifications ("SOQ") from qualified Consultants, partnerships, corporations, associations, persons, or professional organizations ("Respondent(s)") in response to this Request for Qualifications ("RFQ") for Districtwide Ongoing Professional Services for DTSC Compliance and CEQA Compliance ("Professional Services") for District projects or services as required by the District. Respondents must have extensive experience with the International Building Code (IBC), Title 24 of the California Code of Regulations, California Building Code (CBC), Department of Toxic Substances Control (DTSC), California Geologic Survey, California Environmental Quality Act (CEQA), the Division of State Architect (DSA) and the Office of Public School Construction (OPSC). Respondents must have extensive experience (minimum of 5 years) in the planning of public school facilities, working with construction managers, contractors, other school facility related Consultants, and establishing project scope and project budgets for public school projects.

This RFQ is for selection of Consultants to provide professional services for the CEQA or DTSC analysis required for the masterplan and modernization of buildings, and/or design of new facilities as assigned from time-to-time by the District. The Consultant selected to provide the Professional Services, its personnel assigned to any Project along with the Sub-Consultants, and their Project personnel must possess experience, skills, and resources to meet the District's Project schedule, budget, programming requirements, and design objectives. The District in accordance with the criteria established in this RFQ will evaluate timely submitted RFQ Responses.

The SCUSD Board of Trustees will approve a pool of Consultants for each discipline and separate Requests for Proposals ("RFPs") will be issued to the list of pre approved Consultants to determine the specific Consultant for each project or group of projects.

## **A. CURRENT PROJECTS AND ARCHITECTS**

The District has the following projects under contract with architects that will need Professional Services of each discipline to start after Board Approval.

Bracher Elementary Master Plan and Modernization - LPA Architects

Briarwood Elementary Master Plan and Modernization - LPA Architects

Westwood Elementary Master Plan and Modernization - LPA Architects

Scott Lane Elementary Master Plan and New Parking Lot - HY Architects

Other Architects in the District Architect Pool are:

QKA, Lionakis, HY Architects, Aedis Architects, LPA, HMC Architects

## **B. LIMITATIONS AND DISTRICT RIGHT TO REJECT**

The District reserves the right to contract with any entity responding to this RFQ. This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to select any Consultant and the District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. It is at the sole discretion of the District to award a contract for the Services or no contract at all.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFQ. In no event will the District reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFQ.

The District, in its sole discretion, reserves the right to:

1. Accept or reject any and all submittals, or any portion or combination thereof;
2. Contract with any entity responding to this RFQ in whatever manner the District decides; and/or
3. Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

The Respondent's Statement of Qualifications (SOQ), and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs and Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ.

The District reserves the right to add additional Consultants for consideration after receipt of

SOQs in response to this RFQ if it is found to be in the best interest of the District. All decisions concerning Consultant selection will be made in the best interests of the District.

**C. FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprises (“SLBE”), Small Emerging Local Business Enterprises (“SELBE”), Disabled Veterans Business Enterprises (“DVBE”), and minority and women business enterprises shall be afforded full opportunity to submit SOQs and Proposals in response to this RFQ and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

**D. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or contractor representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District’s governing board (“Board”), Committee members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Consultant submitting a SOQ and Proposal.

**II. MINIMUM REQUIREMENTS**

Selected Consultant(s) must be able to execute the District’s Agreement. A copy of the District’s form Agreement for Districtwide Ongoing Professional Services for DTSC, and CEQA is attached to this RFQ as Attachment B.

**A. INDEMNITY**

Consultants responding to this RFQ must acknowledge that they have reviewed these provisions of the Agreement and must agree to the indemnity provisions and insurance provisions contained in the Agreement attached as Attachment B to this RFQ and confirm in writing that, if given the opportunity to contract with the District, the Consultant has no substantive objections to the use of the District’s Agreement.

**B. INSURANCE**

A Consultant actually selected to undertake work on behalf of the District shall be required to maintain and provide certification of adequate insurance coverage as specified by the District in the Agreement form attached to this RFQ.

The District requires at least the following insurance coverage:

- 1. Commercial General Liability Insurance**, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments.

- a.** \$1,000,000 Each Occurrence

- b. \$2,000,000 General Aggregate

**2. Automobile Liability Insurance**

- a. \$1,000,000 Combined Single Limit

**3. Workers Compensation**

- a. In accordance with applicable laws

**4. Professional Liability**

- a. \$1,000,000 Each Claim
- b. \$2,000,000 General Aggregate

**5. Abuse and Molestation Coverage- Applies to Consultants onsite when students are present.**

- a. \$2,000,000 Each Occurrence
- b. \$5,000,000 General Aggregate

The successful respondent shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to modification and/or cancellation. Consultant shall not allow any employee or agent to commence work on any contract or any subcontract until the insurance required of the Contractor, employee, or agent has been obtained.

**III. CONFLICT OF INTEREST**

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

**IV. ASSIGNMENT**

Any contract resulting from this RFQ and any amendments or supplements thereto shall not be assignable by the successful Consultant either voluntarily or by operation of law without the written approval of the District.

**V. STATEMENT OF QUALIFICATIONS**

**A. MINIMUM QUALIFICATIONS**

See Attachment A, Respondent Qualifications Statement, Part 2 Questionnaire, items 2.1 through 2.5 for minimum qualifications for projects.

## **B. REQUIREMENTS AND INSTRUCTIONS**

- 1. District Modifications to RFQ.** The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.
- 2. No Oral Clarifications/Modifications.** The District will not provide oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on oral clarification or modification to the RFQ.
- 3. Public Records.** Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1), materials specifically marked "Confidential" or "Proprietary" and Respondents' Financial Statements if required, all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.
- 4. Errors/Discrepancies/Clarifications to RFQ.** If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually

received by the District no later than the date and time listed in the RFQ Response Schedule Summary. The District will not respond to clarification requests submitted thereafter. All communications to the District shall be in writing to the designated District RFQ Contact.

- 5. RFQ Response Costs.** All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ shall be borne solely and exclusively by the Respondent.
- 6. RFQ Documents.** In addition to this RFQ, the following form a part of the RFQ:
  - a. Attachment A** - Respondent's Qualifications Statement
  - b. Attachment B** - Agreement for Districtwide Ongoing Professional Services for DTSC Compliance and CEQA Compliance

## **C. RFQ RESPONSE**

### **7. Submission.**

- a. Due Date and Time.** The latest date and time for submission of RFQ Responses is listed in the RFQ Response Schedule Summary under Section VI Evaluation and Selection Criteria. Responses, which are not actually received by the District in accordance with the foregoing at or prior to the latest date/time for submission of RFQ Responses, will be rejected by the District for nonresponsiveness. Respondents are solely responsible for the timely submission of RFQ Responses.
- b. Electronic Submission.** RFQ Responses must be submitted electronically via e-mail to the District Contact listed under Section VI Evaluation and Selection Criteria. RFQ Response files may be submitted as e-mail attachments or via download link or shared folder. The Respondent is responsible for obtaining confirmation that its RFQ Response has been received by the District Contact person.
- c. Electronic File Format.** Files must be in PDF format. All materials submitted in response to this RFQ shall be organized in sequential files or folders. Files shall be bookmarked in a table of contents order.

- 8. Format and Organization.** Each RFQ Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFQ Response in a format and with contents conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.

- a. Cover Sheet.**
  - i.** A summary of relevant expertise and experience in the specific related services, especially as it relates to schools sites and facilities.

- ii. Consultant address, telephone number, email address, and name of principal contact.

**b. Section 1 - Consultant Information.**

- i. A brief overview of the Consultant History.
- ii. Identification of the project team and their specific expertise with projects on school sites.
- iii. A list of Basic Services provided by Consultant.

**c. Section 2 - Consultant Experience.**

Appropriately detailed description of projects within the last three (3) years, which demonstrate relevant experience and successes with respect to school projects. Each project description should include the date(s) that the relevant work was performed as well as the name, title, address and telephone number of a contact person who can be contacted for verification of information provided by the Consultant.

**d. Section 3 - Sub-Consultants.**

A schedule of sub-Consultants or sub-Consultant categories, if any, which are likely to be used by the Consultant, in carrying out any work that may hereafter be awarded to Consultant by the District.

**e. Section 4 - Billing Rates.**

Billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. Travel, meals, items used daily for work, and other similar costs are not allowed to be billed as reimbursables. If applicable, Consultant's Response should provide estimates for certain standardized components of the process.

**f. Section 5 - Litigation/Mediation/Arbitration/ Termination by Owner.**

Description of any litigation, mediation, arbitration or services contract termination the Consultant has been involved in the last (5) years. Indicate nature of Litigation, Mediation, Arbitration, or Termination ultimate resolution of dispute, and names of reference who can verify information provided.

**g. Section 6 - Insurance Certificates.**

Provide copies of Certificates of Insurance showing minimum coverage required in Agreement (Attachment B), or a Statement verifying the ability to obtain required insurance.

**h. Section 7 - Acknowledgment of Addenda.**

If the District issued Addenda to the RFQ, include the following statement:

“The Respondent submitting this RFQ Response acknowledges receipt of Addenda Numbers\_\_\_\_\_. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ Response.”

## **VI. EVALUATION AND SELECTION CRITERIA**

### **A. GENERAL**

Each timely submitted RFQ Response will be independently reviewed by the selection committee. An RFQ Response, which does not comply with the requirements of this RFQ, will be subject to rejection for non-responsiveness. Each SOQ must be complete. Incomplete SOQs will be subject to rejection for non-responsiveness. The District retains the sole discretion to determine issues of compliance and to determine whether a Consultant is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District’s Committee will choose the most highly qualified Consultants for further review, which will identify the Consultant(s) that can provide the greatest overall benefit to the District for the applicable Services.

### **B. EVALUATION CRITERIA**

RFQ Responses will be evaluated based on qualifications to provide professional services. Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in its selection process. The evaluation criteria are as follows:

- 1. Timeliness and Completeness of Qualifications.** Consultant’s Response must be received by the Response Deadline. Consultant’s Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFQ.
- 2. Technical Qualifications and Competence.** The evaluation will consider experience, expertise, and familiarity with applicable laws and requirements for public works projects in general and public school projects in particular.
- 3. Approach to the Work.** Project management and coordination methodologies, analysis and study approaches and ability to respond to emergencies and delays.
- 4. Cost Control.** Cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and overhead costs.

The District reserves the right to request that some or all of the respondents submit additional written information and/or that they consent to be interviewed by selected District personnel and/or representatives. The District also reserves the right to: (i) extend the Response Deadline, (ii) send out additional RFQs, and/or (iii) provide for other mechanisms for selecting Consultants to provide DTSC and CEQA consulting services to the District.

The District shall not be responsible in any manner for the costs associated with the preparation or submission of Consultant’s RFQ Response. The Qualifications, including all

drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each Response in any way that the District may choose.

### **C. REJECTION OF RFQ RESPONSES; WAIVER OF IRREGULARITIES**

The District reserves the right to reject all RFQ Responses or to waive any immaterial irregularities or informalities in any RFQ Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.

### **D. SELECTION BY PROJECT**

The District may, at its discretion, select one Consultant for all projects or multiple Consultants for any combination of projects. Agreements for Professional Services for Future Projects resulting from this RFQ, if awarded, will be by action of the District's Board of Trustees. Projects may include site and/or building modernization, site and/or building new construction and new site selection.

### **E. SELECTION PROCESS**

Responses of all responding Consultants will be evaluated to establish a short list of Consultants ("Short List Consultants") with the qualifications, experience, and capability to successfully complete services for the District. Minimum qualifications described in the RFQ must be met for consideration. Skills, experience, and qualifications of the Consultant and its personnel proposed will be screened according to evaluation criteria described in this RFQ.

The District intends to recommend the highest ranked Consultants for Professional Services for each discipline for Future Projects and the pool of Consultants will be submitted to the Board of Trustees for approval.

The District will issue Request for Proposals (RFPs) to one or more Board Approved Consultant(s) for particular projects. The District shall have the discretion to award the Professional Services Contract to a Consultant that did not submit the lowest priced proposal provided that the District establishes the basis for such exercise of discretion.

### **F. DISTRICT RFQ CONTACT**

Melissa Kersh, Project Manager with the Facility Development and Planning Department, [mkersh@scusd.net](mailto:mkersh@scusd.net).

### **G. RFQ RESPONSE SCHEDULE SUMMARY**

The District anticipates that the following activities relating to the RFQ will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFQ activities and/or the time for completion of a RFQ activity.

The District reserves the right to change the dates on the schedule without prior notice.

<b>DATE</b>	<b>EVENT</b>	<b>TIME DEADLINE</b>
September 13, 2021	Advertisement	
<b>October 22, 2021</b>	<b>Deadline for submittal of all questions and clarifications</b>	<b>2:00 p.m.</b>
<b>October 26, 2021</b>	<b>Deadline for submittal of Responses</b>	<b>2:00 p.m.</b>
October 28, 2021	Recommendation for Award of Agreement	
November 18, 2021	Board of Trustees to Award Approve Pool and Agreements	

**VII. DEPARTMENT OF TOXIC SUBSTANCE CONTROL (DTSC) COMPLIANCE**

The District will have the need to procure professional services from a licensed and/or certified industrial waste Consultant as projects are developed to ensure that the project sites are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this Consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal- OSHA), and all other agencies having jurisdiction.

**A. PROJECT INITIATION**

**1. Hazardous Soil Consulting Services**

- a.** Review sites, masterplan, and scope of work and/or specifications and plans for proposed demolition and/or construction activities to determine location of the project on the site. Also, Consultant shall review building records as provided by the DISTRICT to obtain information regarding building elements and for reference to hazardous materials/equipment used in construction, renovation and/or repair that may have left contaminated soil.
- b.** Meet with the District Project Manager and where applicable, other Consultants, to perform on- site visual soil evaluation.
- c.** Review of historical records and interview persons with knowledge of the historical uses of the site to determine a sampling strategy.

**d.** Take digital photographs of special site conditions and anomalies for describing conditions more clearly.

**e.** Review existing Survey Reports and supplemental bulk soil sample and analysis reports prepared by Consultants on prior projects.

## **2. Evaluation of Soil Conditions**

**a.** Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well-being of students.

**b.** To assess the potential presence of these analytes at the Site and to characterize them, if present, the Consultant may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency and Department of Toxic Substances Control (DTSC) regulations.

**c.** Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for LBP. Consultant shall collect samples from ground surface to approximately 0.5 feet below ground surface (Bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

**d.** After sample collection, the Consultant will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the Consultant shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

## **B. DTSC COMPLIANCE**

**1.** Coordination and correspondence with DTSC.

**2.** Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527- 05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.

**3.** Coordination with DTSC for review of ESA.

4. Completion of a draft PEA work plan to expedite DTSC review process.
5. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA), Supplemental Site Investigation (SSI), Removal Action Workplan (RAW) and any other documents, studies and reports required by DTSC.
6. Create bidding documents for soil removal and assist the District in bidding the project to licensed contractors for hazardous soil removal.
7. Coordination and Correspondence with the California Department of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
  - a. High Voltage Power Transmission Lines
  - b. Airports/Hazardous Air Emissions and Facilities Within a Quarter Mile
  - c. Railroads
  - d. Pressurized Gas, Gasoline, or Sewer Pipelines
  - e. High- Pressure Water Pipelines, Reservoirs, Water Storage Tanks
  - f. Major Roadways
  - g. Tsunami, Flood, and Dam Inundation
  - h. EMF Frequencies

### **C. CONSTRUCTION PHASE**

During the course of construction, monitor soil removal work to ensure compliance with the contract requirements and completion of the work by the soil abatement contractor. During construction, perform the following tasks:

1. Attend all necessary construction meetings during the course of soil abatement work.
2. Review soil abatement contractor responses.
3. Provide on- site inspections with daily reports and photos of soil abatement work.
4. Maintain on- site records and perform monitoring during all soil abatement work.
5. Monitor contractor's compliance with the plans, specifications and any regulations, including but not limited to certification of workers, ensuring proper containments, and the removal of all hazardous soils.

6. Assist the District with problem resolutions associated with soil removal work and keep the District informed of contractor's performance.
7. Complete written reports on all activities performed.
8. Consultation on remedial action and contractor selection.
9. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site, if required by DTSC or the Bay Area Air Quality Resources Board.
10. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology, if required.
11. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
12. Upon completion of the soil removal, the Consultant shall take the required soil samples to verify the soil has reached an acceptable cleanup level by the DTSC.
13. The Consultant shall verify that all surfaces are free of visible debris.

#### **D. CLOSEOUT PHASE**

1. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) or the DTSC or Air Resources Board as required. No hazardous soil may be transported away from a District site without a manifest. Submit all original paperwork required to be maintained by the contract documents, this agreement, and by law to the District.
2. Upon completion of the soil removal work, prepare a Closeout Soil Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms as required by DTSC.

#### **E. TIME**

Phase 1 initial survey and sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 60 days of receipt of NTP. Soil removal monitoring and observation reports shall be provided on a weekly basis while work is underway to summarize activities completed that week and look ahead for upcoming activities over next two weeks. As required, prevailing wages shall be paid, and certified payroll is to be provided to the District and Department of Industrial Relations.

#### **F. QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice related engineering

disciplines or a Certified Industrial Hygienist. All documents submitted shall bear the licensed/certified professional's seal and statement.

#### **G. USE OF CONSULTANT'S REPORT AND DIAGRAMS**

It is understood that the District, or the Architect on the District's behalf, may reproduce the Consultant's report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant. The original drawings and report shall remain the property of the District.

#### **H. ACCURACY STANDARDS**

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of hazardous materials/soil Consultants licensed to practice in California.

#### **I. HOLD HARMLESS/INDEMNIFICATION**

The Consultant shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the Consultant respondent's performance or failure to perform any duties contemplated by this Agreement. As the Consultant respondent is not an employee of the District it is understood the Consultant and their employees are independent contractors. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Consultant and any of the other Consultants or material suppliers for the program, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Consultant which does not otherwise exist.

### **VIII. SCOPE OF REQUIRED SERVICES FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE**

The District will have the need to procure professional services from a qualified CEQA Consultant as projects are developed to ensure that the project sites are thoroughly studied and analyzed regarding environment impact and that all required mitigation requirements are fully identified and filed with the State of California. All work by this Consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal- OSHA), and all other agencies having jurisdiction.

The Project CEQA Services Consultant's Scope of Work includes, but is not limited to, the following:

- 1.** Preparation and public review of an Initial Study and/or Negative Declaration or Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring and Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;

2. Preparation of an Environmental Impact Report (EIR); and any other studies, documents and reports required by DISTRICT in order to comply with CEQA;
3. Completion of a school siting safety evaluation as required by CDE for new school site acquisition.

**A. PROJECT INITIATION**

1. Introduction of District staff and Consultant's representatives who will perform the work.
2. Discussion of potentially significant environmental issues, emphasis on controversial issues.
3. Discussion of preliminary calendar of events.
4. Discussion of preliminary distribution list for notices and CEQA documents.
5. Discussion of preliminary budget.

**B. INITIAL STUDY/NOTICE OF PREPARATION/SCOPING MEETING**

1. The Consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
2. The Consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.

The Initial Study shall include:

1. Introduction and Environmental Setting (IS) – Purpose of study and general description of existing geographic character and immediate site vicinity.
2. Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified, or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
3. The Consultant shall incorporate the IS into a Notice of Preparation (NOP) of CEQA documents for circulation among the public.
4. The Consultant shall prepare a proposed distribution list with addresses for CEQA documents.
5. The Consultant shall facilitate one or more scoping meetings.
6. The Consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The Consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

**C. NEGATIVE DECLARATION**

1. Should the District and the Consultant conclude that the preparation of a negative declaration meets the requirements of CEQA, the Consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
2. The Consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The Consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

#### **D. MITIGATED NEGATIVE DECLARATION**

1. Should the District and the Consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the Consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
2. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation and distribution of Notice of Availability, and preparation of newspaper publication notices. All publications to be in accordance with CEQA guidelines section 15072.
3. The Consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

#### **E. ENVIRONMENTAL IMPACT REPORT**

1. *Aesthetics.* Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The Consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
2. *Agriculture Resources.* The Draft EIR shall account for the existing use or past use of the project site for agricultural purposes.
3. *Air Quality.* The Consultant shall prepare a technical air quality analysis consistent with the requirements of the Bay Area Air Quality Management District (BAAQMD). All technical calculations shall be provided as an appendix to the Draft EIR. Background traffic volumes and vehicle miles traveled calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.

4. *Biological Resources.* The Draft EIR shall account for sensitive biological resources on the project site and whether the project has the potential to cause impacts to biological resources.
5. *Cultural/Paleontological Resources.* The Draft EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the Draft EIR as an appendix that discusses possible archaeological and paleontological resources, if any.
6. *Geology and Soils.* The Draft EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the Draft EIR as an appendix.
7. *Hazards and Hazardous Materials.* The Draft EIR shall contain a summary of the hazard's investigations report. A copy of the hazard's investigations report shall be included in the EIR as an appendix.
8. *Hydrology and Water Quality.* The Draft EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
9. *Land Use and Planning.* The Draft EIR shall contain findings by the Consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
10. *Noise.*

- a. The EIR shall contain a technical noise analysis prepared by the Consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.

- b. The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.

11. *Population and Housing.*

- a. The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent census data.

- b. The Consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The Consultant shall evaluate these characteristics, how they are affected by the proposed project, how they

relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.

**12. *Public Services and Utilities.***

**a.** The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.

**b.** The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

**c.** In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the Consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the Consultant shall determine potential project impacts and identify mitigation.

**d.** The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

**13. *Vehicular Traffic Volume and Circulation.*** The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the Consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on- site vehicular and pedestrian's circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. The DISTRICT may choose the Transportation Consultant for this portion of the project and if so, may contract directly with the Transportation Consultant.

**14. *Documents Mandated by CEQA.*** The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:

**a.** Cumulative impacts.

**b.** Growth inducing impacts.

**c.** Any significant irreversible environmental changes that would be involved in the proposed action should it be implemented.

**d.** Unavoidable adverse impacts.

**e.** Alternatives Analysis - the Consultant, based on information provided by the District shall provide an alternative analysis of possible

project alternatives that were considered in addition to the required No Project Alternative.

15. *Executive Summary.* The Draft EIR shall include a reader friendly, non-technical executive summary.
16. *Mitigation Monitoring and Reporting Plan.* The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

**F. REVIEW OF DRAFT EIR BY DISTRICT PRIOR TO CIRCULATION**

1. The Consultant shall meet with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner, the objective being to avoid multiple rounds of review, correction, and re- review by the District and the Consultant.
2. Following the meeting referred to above, the Consultant shall revise the document and it's supporting technical studies. After revising the Draft EIR, the Consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.
3. The Consultant will deliver a draft document to the District to review and approve prior to the public review.

**G. RESPONSE TO COMMENTS ON EIR DURING PUBLIC REVIEW PERIOD**

1. During the public review period, the Consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the Consultant.
2. The Consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non- technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether the subject of the comment is required in the Draft EIR. The Consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

**H. RESOLUTION; FINDINGS OF FACT; STATEMENT OF OVERRIDING CONSIDERATIONS**

1. The Consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
2. The Consultant shall assist in the preparation of the related resolution for adoption by the Board of Trustees that certifies that the Final EIR as adequate and complete.
3. If the proposed Final EIR identifies significant unavoidable impacts, the Consultant shall prepare a Statement of Overriding Considerations.

4. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations.

**I. ADVERTISEMENT OF DOCUMENTS AND ENTERING CEQA DOCUMENTS INTO PUBLIC RECORD**

1. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
2. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, the Consultant shall, as a reimbursable expense, advance filing fees and reasonable costs with no monetary markup.

**J. PROJECT MANAGEMENT AND ATTENDANCE AT PROGRESS MEETINGS**

1. The Consultant shall assume an active project management role. The Consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
2. The Consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
3. The Consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
4. In addition to those meetings shown in the work schedule, the Consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

**K. PROGRESS REPORTS**

A progress report shall accompany the monthly invoice that shows the following:

1. Summary of work completed during the previous month as it relates to the work schedule.
2. Summary of work to be completed during the current month as it relates to the work schedule.
3. Discussion of problem areas or project issues.

**L. REPORTS**

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

1. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
2. Proof of all required response/filing of environmental studies and reports to the State of California.
3. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local and state agencies.
4. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application response. Deliver to District one hard copy and one electronic copy.

#### **M. TIME**

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above. Schedule as below or as agreed upon by the District and Consultant.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit notification of completion of 30- day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments and revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30- day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit and provide notification of final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

#### **N. QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice related engineering, geology, and other disciplines as required by CEQA/DTSC and all other agencies having jurisdiction. All document(s) submitted shall bear the licensed/certified professional's seal and statement to that effect.

**O. USE OF CONSULTANT'S REPORT AND DIAGRAMS**

It is understood that the District, or the Architect on the District's behalf, may reproduce the Consultant's report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant. The original drawings shall remain the property of the District.

**P. ACCURACY STANDARDS**

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC Consultants licensed to practice in the State of California.

**Q. HOLD HARMLESS/INDEMNIFICATION**

The Consultant shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the Consultant respondent's performance or failure to perform any duties contemplated by this Agreement.

As the Consultant respondent is not an employee of the District it is understood the Consultant and their employees are independent contractors. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Consultant and any of the other Consultants or material suppliers for the program, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Consultant which does not otherwise exist. If applicable, prevailing wages shall be paid and certified payroll submitted to the District and the Department of Industrial Relations.

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