

**AGREEMENT FOR MASTER PLANNING SERVICES
BY AND BETWEEN**

**SAN JOSE UNIFIED SCHOOL DISTRICT
AND
AECOM TECHNICAL SERVICES, INC.**

FOR

PROJECT # 18001 - 2025 FACILITY MASTER PLAN

**AGREEMENT FOR MASTER PLANNING SERVICES
BY AND BETWEEN
SAN JOSE UNIFIED SCHOOL DISTRICT AND
AECOM TECHNICAL SERVICES, INC.**

TABLE OF CONTENTS

Article 1.	Definitions	3
Article 2.	Scope, Responsibilities and Services of Consultant	4
Article 3.	Consultant Staff and Subconsultants.....	4
Article 4.	Schedule of Services / Term.....	5
Article 5.	Fee and Method of Payment.....	6
Article 6.	Ownership of Data	8
Article 7.	Termination of Agreement	8
Article 8.	Indemnity	9
Article 9.	Responsibilities of the District	10
Article 10.	Liability of District	10
Article 11.	Insurance.....	10
Article 12.	Nondiscrimination.....	12
Article 13.	Covenant Against Contingent Fees	13
Article 14.	Entire Agreement/Modification	13
Article 15.	Non-Assignment of Agreement.....	13
Article 16.	Law, Venue	13
Article 17.	Alternative Dispute Resolution	13
Article 18.	Severability.....	14
Article 19.	Employment Status	14
Article 20.	Warranty of Consultant	15
Article 21.	Cost Disclosure - Documents and Written Reports	15
Article 22.	Communications / Notice	15
Article 23.	Disabled Veteran Business Enterprise Participation	16
Article 24.	Other Provisions	16
EXHIBIT A	Scope of Services	
CERTIFICATES		

This Agreement for Master Planning Services (“**Agreement**”) is made as of May 15th, 2025, between the **San José Unified School District** (“**District**”) and **AECOM Technical Services, Inc.** (“**Consultant**”) (individually a “**Party**” and collectively the “**Parties**”), for Master Planning Services related to the preparation of a master plan for others to design and construct additions / modernization / reconstruction / renovation of existing schools and District facilities and new school construction (“**Master Plan**”) within the District’s **Measure R** Bond Program and other projects as needed and directed by District (“**Program**”).

The overall Program may include individual construction projects with multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Program, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Consultant shall invoice for each component separately and District shall compensate Consultant for each component separately on a proportionate basis based on the level and scope of work completed for each component.

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:

- 1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
- 1.2. **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Program, including all consultants to the Architect(s). The Architect is a member of the Design Team.
- 1.3. **Construction Manager(s):** Consultant(s) under contract with the District to provide on-site, day-to-day, management of the construction that will be performed by the contractors performing work on the District’s facility projects that may include, without limitation, bond-funded projects, other facility projects, and repair and maintenance projects.
- 1.4. **Consultant(s):** The entity listed in the first paragraph including all sub-consultant(s), subcontractor(s), or agent(s) to the Consultant.
- 1.5. **Design Team:** The architect(s), engineer(s), and other designer(s) that the District designates as designing all or a portion of the Program, including all consultants to the architect(s), engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Program either directly or as a subconsultant or subcontractor.
- 1.6. **District:** The **San José Unified School District**.
- 1.7. **DSA:** The Division of the State Architect.
- 1.8. **Fee:** The Consultant’s Fee is defined herein, payable as set forth herein and in **Article 6**.
- 1.9. **Scope (or “Services”):** The preparation of a master plan for the District’s bond program, plus other facility improvement projects at District sites, as further detailed in **Exhibit A**, and as further directed by the District, in writing. To clarify, the Consultant provide all labor, materials, supervision, services, tasks, and work that the Consultant is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design, completion, and implementation of a master plan to implement the District’s program over

multiple, individual “projects,” on which the actual design, construction, and management of construction may be performed by District personnel or other entities under contract with the District. Notwithstanding this participation of other parties, the Consultant will remain jointly responsible for the efficient, timely, and compliant administration and management of its Program under this Agreement for all the Services it performs.

Article 2. Scope, Responsibilities and Services of Consultant

- 2.1. Consultant shall provide the Services described herein and under **Exhibit A** for the Program. The District reserves the right to change the Services, and the Parties agree this may require the Consultant’s Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.
- 2.2. **Coordination:** In the performance of Consultant’s services under this Agreement, Consultant agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District’s Design Team, and the persons responsible for overseeing the District’s compliance with Labor Code and prevailing wage obligations, if any. If the Consultant employs Consultant(s), the Consultant shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of the District’s Labor Code and prevailing wage obligations, if any.
- 2.3. **Consultant’s Services:** Consultant shall act as the District’s agent to render the Services and furnish the work as described in **Exhibit A**, which will commence upon the receipt of a Notice to Proceed signed by the District representative. Consultant’s services will be completed in accordance with the schedule set forth herein.
- 2.4. Any opinions of probable construction costs provided by the Consultant represent the Consultant’s good faith professional judgment in compliance with the standard of care set forth herein. However, since the Consultant has no control over the market, economic conditions or the bidding procedures, the Consultant, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by the District or third parties, are at the relying party’s own sole risk.

Article 3. Consultant Staff and Subconsultants

- 3.1. The Consultant has been selected to perform the work herein because of the skills and expertise of key individuals (“**Key Personnel**”).
- 3.2. The Consultant agrees that the following Key Personnel in Consultant’s firm and Consultant’s subconsultants shall be associated with the Program in the following capacities:

Job Title:	Firm	Consultant’s Personnel/Employees:
Principal in Charge	AECOM	Brett Mitchell
Project Director/Community Outreach	AECOM	Samara Lull
Client Director	AECOM	Sharon Serrano
Educational/FMP Planner	JKAE	Derek Labrecque
FMP Integrator	JKAE	Austin Schneider
Asset Advisory Manager	AECOM	Julia Leacock

Project Manager/Community Outreach	JKAE	Greg Hong
Planner and Data Analyst	JKAE	Kristen Krick
Designer HS's and MS's	JKAE	Daniel Hill
Designer ES's	JKAE	Ted Felix
Project Controls Lead	VM3	Jason Villanueva
Facility Database/Training	VM3	Christine Mulholland
Project Estimator	AECOM	Corey Coleman
DM Subject Manager Expert	AECOM	Amanda Price
DM Support	AECOM	Desirae Mauch
Project Coordinator	TBD	TBD, with District approval
Document Controls	TBD	TBD, with District approval

- 3.3. The Consultant shall not change any of the Key Personnel listed above without prior written approval by District, unless an individual ceases to be employed by Consultant. In all cases, whether upon initial designation or changing of Key Personnel, District shall have the right to interview and shall approve all Key Personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Consultant shall immediately remove that person from the Program and provide a temporary replacement. Consultant shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Consultant, Consultant's employees, subconsultants, subconsultants' employees, or any person associated with the Services shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, or faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, or faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, or faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Consultant to permanently remove noncomplying persons from District sites.
- 3.6. Consultant represents that the Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Consultant.

Article 4. Schedule of Services / Term

- 4.1. The Consultant shall commence Services under this Agreement upon receipt of a Notice to Proceed, and shall perform the Services diligently as described in **Exhibit A** and in accordance with the schedule set forth herein. Time is of the essence and failure of Consultant to perform Services on time as specified in this Agreement is a material breach of this Agreement.
- 4.2. **Schedule for the Program:** Consultant shall provide the Services pursuant to the following schedule.

Phase	Date/Time
Investigation	June, 2025 to September, 2025
Program Development	August, 2025 to October, 2025

Phase	Date/Time
Program Presentation and Deliverables	November, 2025 to May, 2026

The above phases (“Phase(s)”) will be as further defined in **Exhibit A** and amendments, and may differ in each individual construction project(s) that are part of the overall Program.

Article 5. Fee and Method of Payment

5.1. District shall pay Consultant:

An amount equal to one million thirty-two thousand six hundred eighty dollars and no cents (\$1,032,680.00) for all services contracted for under this Agreement and based on the Fee Schedule set forth herein. (“Fee”).

- 5.2. Consultant shall submit monthly invoices on a form and in the format approved by the District. Consultant shall submit these invoices in duplicate to the District via the District’s authorized representative.
- 5.3. Consultant shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants (if any).
- 5.4. Upon receipt and approval of Consultant’s invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.
- 5.5. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Consultant’s error.
- 5.6. The Consultant’s Fee set forth in this Agreement shall be full compensation for all of Consultant’s Services incurred in the performance thereof as indicated herein, including, without limitation, overhead, administrative cost, profit, all costs for personnel, travel within two hundred (200) miles of the District Office, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit A**. The mark-up on any approved item expenses or deliverables shall not exceed five percent (5%).
- 5.7. The Fee shall not exceed the amount set forth in this Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid in accordance with the hourly rates as indicated below (“**Fee Schedule**”).

<u>Job Title</u>	<u>Hourly Rate</u>
Principal in Charge	\$295.00
Project Director/Community Outreach	\$225.00
Client Director	\$245.00
Educational/FMP Planner	\$255.00
FMP Integrator	\$175.00
Asset Advisory Manager	\$175.00
Project Manager/Community Outreach	\$240.00
Planner and Data Analyst	\$135.00
Designer HS’s and MS’s	\$185.00
Designer ES’s	\$185.00
Project Controls Lead	\$175.00

Facility Database/Training	\$175.00
Project Estimator	\$120.00
DM Subject Matter Expert	\$152.00
DM Support	\$160.00
Project Coordinator	\$152.00
Document Controls	\$120.00

5.8. Payment for Extra Services

- 5.8.1. District-authorized Services outside of the scope in **Exhibit A** or District-authorized reimbursable fees not included in Consultant’s Fee are “**Extra Services.**” Any charges for Extra Services shall be paid by the District in accordance with the terms for payment as set forth in this Agreement and only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 5.8.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Consultant to the District for written approval before proceeding with any Extra Services.
- 5.8.3. The mark-up on any approved item of Extra Services shall not exceed five percent (5%).
- 5.8.4. The following Extra Services to this Agreement shall be performed by Consultant if needed and requested by District as indicated in the Agreement. The rates identified in the Fee Schedule include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.
 - 5.8.4.1. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Consultant shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Consultant to procure the deliverables at District’s expense or on District’s account at a specific vendor.
 - 5.8.4.2. Providing services as directed by the District that are not part of the Services of this Agreement.
 - 5.8.4.3. Providing services required because of significant documented changes in the Program initiated by the District, including but not limited to size, quality, complexity, the District’s schedule, or method of bidding or negotiating and contracting for construction.
 - 5.8.4.4. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
 - 5.8.4.5. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District’s consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Program involved.

- 5.8.4.6. The selection, layout, procurement or specification at the District’s request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.
- 5.8.4.7. Preparing to serve or serving as a witness in connection with any public hearing (except for a contractor’s hearing necessitated by its request to substitute a subcontractor), dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Consultant or where the Consultant is party thereto.
- 5.8.4.8. Performing technical inspection and testing.
- 5.8.4.9. Providing any other services not otherwise included or reasonably inferred by the terms in this Agreement or not customarily furnished in accordance with generally accepted scope of project construction management practice.
- 5.8.5. The following fee(s) shall be charged for the following Extra Services if requested by the District in its sole discretion:

Scope	Rate
An additional in-person community outreach event	\$3,750.00
An additional remote community outreach event	\$2,500.00
An additional in-person training session for District Personnel	\$1,500.00

Article 6. Ownership of Data

After completion of documents for the Program or after termination of this Agreement, Consultant shall deliver to District a complete set of all documents Consultant has prepared for the Program and all Program records, including without limitation all documents generated by Consultant, copies of all documents exchanged with or copied to or from all other Program participants, and all closeout documents. Program records shall be indexed and appropriately organized for easy use by District personnel. All documents Consultant has prepared for the Program and all Program records are property of the District, whether or not those records are in the Consultant’s possession.

Article 7. Termination of Agreement

- 7.1. **District’s Right to Terminate for Cause.** If Consultant fails to perform Consultant’s duties to the satisfaction of the District, or if Consultant fails to fulfill in a timely and professional manner Consultant’s material obligations under this Agreement, or if Consultant violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Consultant. In the event of a termination pursuant to this subdivision, Consultant may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District’s costs, including the costs to retain a new firm in place of Consultant, because of Consultant’s actions, errors, or omissions that caused the District to terminate the Consultant.
- 7.2. **District’s Right to Terminate Without Cause.** District shall have the right in its sole discretion to

terminate the Agreement for its own convenience. In the event of a termination for convenience, Consultant may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Consultant's if there is a termination for convenience.

- 7.3. **Consultant's Right to Terminate.** The Consultant has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Consultant. Such termination shall be effective after receipt of written notice from Consultant to the District.
- 7.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 7.5. If, at any time in the progress of the Program, the governing board of the District determines that the Program should be terminated, the Consultant, upon written notice from the District of such termination, shall immediately cease work on the Program. The District shall pay the Consultant only the Fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.
- 7.6. If the Program is suspended by the District for more than one hundred and eighty (180) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Program is resumed, the schedule shall be adjusted and the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Consultant's services. Upon resumption of the Program after suspension, the Consultant will take all reasonable efforts to maintain the same Program personnel.

Article 8. Indemnity

- 8.1. Consultant shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, members, and volunteers ("**Indemnified Parties**") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("**Claim(s)**"), but only to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Consultant, its directors, officials, officers, employees, contractors, subcontractors, consultants, sub-consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Program, or this Agreement. This indemnity excludes Consultant's liability as to the active or sole negligence or willful misconduct of the District.
- 8.2. Consultant shall defend and pay all costs, expenses and fees to defend the Indemnified Parties, from any and all Claim(s), to the extent that the Claim(s) arises out of, pertains to, or relates to the alleged negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Consultant, its directors, officials, officers, employees, contractors, subcontractors, consultants, sub-consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Program, or this Agreement. District shall have the right, within reason, to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

Article 9. Responsibilities of the District

- 9.1. The District shall examine the documents submitted by the Consultant and shall render decisions so as to avoid unreasonable delay in the process of the Consultant's services.
- 9.2. The District shall provide to the Consultant complete information regarding the District's requirements for the Program.
- 9.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 9.4. The District shall, in a timely manner, and with Consultant's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Consultant's and/or the design professional(s) duties to recommend or provide same.
- 9.5. The District, its representatives, and consultants shall communicate with the contractor either directly or through the Consultant.
- 9.6. During a construction project within the Program, the District may require that the contractors submit all notices and communication relating to the Program directly to the Consultant.
- 9.7. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Program. The District's representative for the Program shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

Article 10. Liability of District

- 10.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 10.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Consultant in its performance hereunder, shall be paid to District by Consultant as provided for herein and/or under California law.
- 10.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by its employees, even though such equipment be furnished or loaned to Consultant by District.
- 10.4. Except for Professional Liability coverage, the Consultant hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Consultant agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Consultant's insurance company on behalf of the District.

Article 11. Insurance

- 11.1. Consultant shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees and Consultant(s).
- 11.2. **Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be an occurrence-based basis unless otherwise indicated:
- 11.2.1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 11.2.2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- 11.2.3. **Workers' Compensation Liability.** For all Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 11.2.4. **Employment Practices Liability.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 11.2.5. **Sexual Abuse and Molestation Liability Insurance.** Two million dollars (\$2,000,000) per incident. Consultant shall procure and maintain, during the life of this Agreement, sexual molestation and abuse insurance. Consultant shall require its Consultants to procure and maintain sexual molestation and abuse insurance for all employees of Consultants. Any class of employee or employees not covered by a Consultant's insurance shall be covered by Consultant's insurance. If any class of employee or employees engaged in Services under the Agreement, on or at a District site or other site where others are working on the Program, are not covered under the sexual abuse and molestation insurance, Consultant shall provide, or shall cause a Consultant to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.
- 11.2.6. **Professional Liability.** This insurance shall cover the Consultant's liability arising from the services of Consultant with a one million dollars (\$1,000,000) per claim limit and two million dollars (\$2,000,000) aggregate limit, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. This policy can be on a claims-made basis.

- 11.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- 11.4. **Deductibles and Self-Insured Retention:** Consultant shall be solely responsible for its deductibles and self-insured retentions and warrants that it has the financial ability to be responsible for its deductibles and self-insured retention .
- 11.5. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 11.5.1. The District, the Consultant, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers (“Additional Insureds”) are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - 11.5.2. For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant’s insurance and shall not contribute with it.
 - 11.5.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - 11.5.4. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - 11.5.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 11.6. **Acceptability of Insurers.** Insurance is to be placed with insurers admitted in California with a current A.M. Best’s rating of no less than A:VII. Architect shall inform District in writing if any of its insurer(s) have an A.M. Best’s rating less than A:VII. At the option of District, either:
 - 11.6.1. District can accept the lower rating;
 - 11.6.2. Require Architect to procure insurance from another insurer.
- 11.7. **Verification of Coverage:** Consultant shall furnish the District with:
 - 11.7.1. Certificates of insurance showing maintenance of the required insurance coverage;
 - 11.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

Article 12. Nondiscrimination

Consultant agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person. Consultant shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 13. Covenant Against Contingent Fees

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 14. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Consultant specifically acknowledges that in entering this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

Article 15. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Consultant and any such assignment, transfer, delegation or sublease without Consultant's prior written consent shall be considered null and void.

Article 16. Law, Venue

- 16.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 16.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 17. Alternative Dispute Resolution

If all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or

controversies as stated above may be decided through arbitration, if agreed to by all Parties. Consultant shall not rescind or stop the performance of its Services pending the outcome of any dispute.

Article 18. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 19. Employment Status

- 19.1. Consultant shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Consultant performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 19.2. Consultant understands and agrees that the Consultant's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 19.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 19.4. Should a relevant taxing authority determine a liability for past services performed by Consultant for District, upon notification of such fact by District, Consultant shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Consultant under this Agreement (and offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).
- 19.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Consultant shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant was not an employee.
- 19.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 20. Warranty of Consultant

- 20.1. Consultant warrants that the Consultant is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 20.2. Consultant certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 20.3. **Labor Code Requirements (When applicable based on specific tasks performed as part of the Services).** Consultant certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Consultant is performing work as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Consultant shall comply with all **applicable** provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.

Article 21. Cost Disclosure - Documents and Written Reports

Consultant shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

Article 22. Communications / Notice

Notices and communications between the Parties may be sent to the following addresses:

District:
San José Unified School District
855 Lenzen Ave.
San José, CA 95126
Attn: Tracy Morrison, Director of
Procurement
tmorrison@sjusd.org

Consultant:
AECOM Technical Services, Inc.
4 North Second Street, Suite 675
San José, CA 95113
Attn: Brett Mitchell, CBO, DBIA, EdD
Associate Vice President / Principal-in-Charge
brett.mitchell@aecom.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

Article 23. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). The Program may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Consultant, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Consultant's good faith efforts to meet these DVBE goals.

Article 24. Other Provisions

- 24.1. The Consultant shall be responsible for the cost of construction change orders caused directly by the Consultant's willful misconduct or negligent acts, errors or omissions. Without limiting Consultant's liability for indirect or consequential cost impacts, the direct costs for which the Consultant shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.
- 24.2. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Consultant's failure to perform any of the services furnished under this Agreement to the standard of care of the Consultant for its Services, which shall be, at a minimum, the standard of care of Consultants performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.
- 24.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 24.4. The Consultant acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Consultant may not be apprised of all facts surrounding the Program that Consultant is working on. Accordingly, Consultant shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Consultant shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Consultant receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.
- 24.5. Consultant, and its Subconsultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24.6. Exhibits. Any and all exhibits attached hereto are hereby incorporated by this reference and made a part of this Agreement.

24.7. **Fingerprinting/Certification.**

24.7.1. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Consultant and its subcontractors and employees will have only limited contact with pupils, the Consultant shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant’s responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant.

24.7.2. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual’s commencement of employment or participation on the Program and prior to permitting contact with any student.

24.8. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

24.9. Unacceptable and/or loud language will not be tolerated. “Cat calls” or other derogatory language toward students or public will not be allowed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the later date indicated below.

Dated:

Dated: 5/16/2025

San José Unified School District

AECOM Technical Services, Inc.

By:

By:

DocuSigned by:
Brett Mitchell
F15B0EB37BB543C...

Print Name: Tracy Morrison

Print Name: Brett Mitchell, CBO, DBIA, EdD

Print Title: Director of Procurement

Print Title: Associate Vice President / Principal-in-Charge

EXHIBIT A
SCOPE OF SERVICES

RESPONSIBILITIES AND SERVICES OF MASTER PLANNING CONSULTANT

Consultant shall provide all services necessary for completing the following:

1. BASIC SERVICES

Consultant agrees to provide the Services described below.

- 1.1. Be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, specifications and other services furnished by Consultant under the Agreement as well as coordination with all master plans, studies, reports, designs, drawings and other information provided by District. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, specifications and other services.
- 1.2. Coordinate Services with the District, the District's other consultants and Subconsultants.
- 1.3. Prepare written communication for distribution by District.
- 1.4. Coordinate the development of a master plan website.
- 1.5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its Subconsultants, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance"). The District will compensate the Consultant for fees incurred for providing Mandatory Assistance as Extra Services. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its Subconsultants, its agents, officers, and employees, the Consultant shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Consultant, its Subconsultants, its agents, officers, and employees for Mandatory Assistance.

2. INVESTIGATION

Consultant shall perform the following investigatory services:

- 2.1. **District and Site Information.** Thoroughly review and analyze all information and documentation provided by the District which shall include, if available:
 - 2.1.1. The District's **April 22, 2024**, Facility Condition Assessment Report prepared by the Cumming Group (<https://sjusd.app.box.com/v/Facility-Condition-Assessment>);
 - 2.1.2. Physical characteristics of District sites to be considered in planning;
 - 2.1.3. Previous reports, studies, master planning documents and program documents;
 - 2.1.4. Legal limitations and utility locations for the project site(s);

- 2.1.5. Written legal description(s) of the project site(s);
 - 2.1.6. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 2.1.7. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the project site(s);
 - 2.1.8. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and
 - 2.1.9. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths.
 - 2.1.10. Surveys, reports, as-built drawings; and
 - 2.1.11. Educational master plan(s).
 - 2.1.12. Grade level configurations (K-5; 6-8; 9-12 or Schools of Choice).
- 2.2. **Additional Information.** If Consultant determines that the information or documentation the District provides is insufficient for purposes of planning or if the Consultant requires other information that the District has not provided, the Consultant shall request that the District acquire that information at the soonest possible time after Consultant becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Consultant, who may invoice the District for those services as Extra Services.
- 2.3. **Meetings and Site Visits**
- 2.3.1. **Initial Site Visit(s).** Take initial site visit with District staff of all District sites to be considered in planning. Consultant shall take an initial visual inventory and document the existing conditions.
 - 2.3.2. **Team Meetings.** Organize, conduct, and take minutes of meetings with District's current architects, construction managers, and staff to discuss goals, process, parameters, phasing of planning process, and coordinating discussions at all District sites to be considered in planning. Currently estimated to be three to five meetings of two to three hours each.
 - 2.3.3. **Site Meetings/Public Input.** Organize, conduct, and take minutes of meetings with site personnel and District staff at each District site to be considered in planning. Currently estimated to be two meetings of two to three hours each at each District site to be considered in planning. In addition there shall be one in-person staff meeting, at least one in-person meeting with District Facilities/Maintenance/Operations/Technology staff, at least two Board meetings or one workshop, and at least six community area meetings (one for each High School) These meetings will be to discuss site personnel's goals, experiences at the site, and other information.
 - 2.3.3.1. At least one site meeting for each of the six community areas (one per comprehensive High School with feeder / neighborhood schools in attendance) will be a public community informational meeting to receive

input from the community regarding its wishes and expectations regarding the program and the site.

- 2.3.4. **Responses to Inquiries.** Consultant shall always be prepared to answer questions and issues from District staff, architects, construction managers, and site staff, as applicable.
- 2.3.5. **Meeting Logs and Minutes.** Consultant shall maintain a log and take detailed minutes of all meetings, site visits or site observations held in conjunction with the program development, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative.
- 2.3.6. **Documentation.** As required, Consultant shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, or workshop.
- 2.3.7. **Attendance.** The Consultant and its appropriate Subconsultant(s) shall attend these meetings.
- 2.3.8. **Scope of Meetings.** During each of these meetings, the Consultant shall:
 - 2.3.8.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the planning for the component of the program related to that specific site and project(s).
 - 2.3.8.2. At the meetings at each site, review and explain the overall program goals, general approach, tasks, work plan and procedures and deliverable products of the program related to that specific site and project(s).

3. PROGRAM DEVELOPMENT

- 3.1. **Development of Program.** The Consultant shall prepare for the District's review, a plan to implement the Program as follows:
 - 3.1.1. **Guidelines.** General guidelines around which and within which each project in the Program is to be planned, design, approved, procured, constructed and closed out. Incorporate all data that Consultant has analyzed and gather that is pertinent to each project and/or site within the Program.
 - 3.1.2. **DSA Status.** Identify all past DSA codes, numbers, and projects associated with each site and determine status of closeout (with certification) for each.
 - 3.1.3. **Regulatory Constraints.** Identify functional needs, directives and constraints imposed by applicable regulatory codes.
 - 3.1.4. **Existing Facilities.** Analyze existing sites and facilities (I.e. vehicular, circulation, zoning)
 - 3.1.5. **Current Site Plan.** Develop analysis graphics for review and discussion. This should include an existing conditions footprint map or drawing for each site that can be used as a basis for a schematic design.

- 3.1.6. **Enrollment Trends.** Collect and analyze enrollment and education program trends for the past five (5) years and analyze the popularity of specific programs and identify highest growth programs.
- 3.1.7. **Enrollment Forecasts.** Develop District-wide enrollment and education program forecasts, including growth and/or decline for each education program and location(s) of each program.
- 3.1.8. **Population Growth Trends.** Collect and analyze population growth trends for the past five (5) years both within the District and within the jurisdiction of each school site.
- 3.1.9. **Population Forecast.** Develop District-wide population growth forecasts, and develop population growth forecasts within each school site's jurisdiction.
- 3.1.10. **Education Specifications.** Prepare District standards to be used by committees, planners, and architects to guide the design of modernization and new construction, based on the District's goals, objectives, policies, and community input that determine the education program. The Education Specifications shall link the design of District facilities to the achievement of the District's educational program. Consultant shall coordinate its education specification efforts with District staff, school principals, community, and union representatives, if applicable, to develop the Education Specifications. The Education Specifications shall comply, without limitation, the California Code of Regulations, Title 5, section 14030 and the California Department of Education's guidelines. This scope will also include the conducting of the educational specification committee process and shall be conducted by an individual with extensive experience in the field and educational specification process.
- 3.1.11. **Project List and Facility Priorities.** Prepare a project list for each site, identifying all facilities planning priorities and recommended prioritization. This should include prioritization of projects, re-purposing current facilities and relocation (if needed) for programs. Consultant shall ensure parity at each site.
- 3.1.12. At a minimum, this plan to implement the Program shall include:
 - 3.1.12.1. Master plan project list.
 - 3.1.12.2. Preliminary planning options in all components of program and identify and explain any "preferred" options.
 - 3.1.12.3. A space program for facilities planning that reflects current trends and to house anticipated program.
 - 3.1.12.4. Sequencing of projects and scopes of work.
 - 3.1.12.5. Recommendation on necessary housing to accomplish alignment with the Governing Board's desired grade configurations of K-5; K-8; 6-8; 9-12, and 5-12 "schools of choice" to meet community requests.
 - 3.1.12.6. Direct linkage between the identified projects and the budgets (see below), or preparation and presentation of these items together.
 - 3.1.12.7. Additional school site locations in order to serve the population growth of the next seven (7) years (identified by grade level configuration).

3.1.13. **State-Funding Information.** Develop strategies to maximize state and federal funding possibilities, including identification of specific programs and potential amounts.

3.1.14. **Budgets**

3.1.14.1. **Construction Cost Budget:** The total cost to District to construct all elements of a project designed or specified by the Design Team, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of construction or program manager(s), the Design Team, the Consultant, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.

3.1.14.2. **Construction Budget:** The Construction Cost Budget plus all design, administration, financing, and all other costs (construction or program manager(s), the Consultant, the cost of the land, rights-of-way, etc., which are the responsibility of the District.)

3.1.14.3. For each project in the Program, Consultant shall develop and provide a Construction Budget and a Construction Cost Budget within the parameters provided by the District. Consultant shall prepare these budgets with the following parameters and requirements:

3.1.14.3.1. All costs are to be based on current prices, with escalation rate and duration clearly identified as a separate line item.

3.1.14.3.2. Format of the Construction Cost Budget shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

3.1.14.3.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

4. PROGRAM PRESENTATION AND DELIVERABLES

4.1. **Initial Draft.** Consultant shall provide to the District one (1) copy in an editable, electronic format of a draft, one (1) copy in a locked, electronic format (i.e. .pdf), in addition to the raw data, of all of the documents required above, including the following:

4.1.1. A draft master plan (Include narrative explaining each portion);

4.1.2. A draft Construction Budget for each project;

4.1.3. A draft Construction Cost Budget for each project;

4.1.4. **Presentation.** Consultant along with any involved Subconsultant(s) shall present and review with District staff and, if directed, with the District's governing board, the draft planning documents.

- 4.2. **Final Draft.** Based on all information and recommendations received in response to the initial draft, Consultant shall provide to the District one (1) copy in an editable, electronic format of a draft, one (1) copy in a locked, electronic format (i.e. .pdf), in addition to the raw data, of a final version of all of the documents required above, including the following:
 - 4.2.1. A final master plan (Include narrative explaining each portion);
 - 4.2.2. A final Construction Budget for each project;
 - 4.2.3. A final Construction Cost Budget for each project;
 - 4.2.4. **Presentation.** Consultant along with any involved Subconsultant(s) shall present and review with District staff and with the District's governing board, the final planning documents.
 - 4.3. **Revised Final Draft.** Based on all information and recommendations received in response to the final draft, Consultant shall provide to the District one (1) copy in an editable, electronic format of a draft, one (1) copy in a locked, electronic format (i.e. .pdf), in addition to the raw data, of a revised final version of all of the documents required above, including the following:
 - 4.3.1. A revised final master plan (Include narrative explaining each portion);
 - 4.3.2. A revised final Construction Budget for each project;
 - 4.3.3. A revised final Construction Cost Budget for each project;
 - 4.3.4. **Presentation.** Consultant along with any involved Subconsultant(s) shall present and review with District staff and with the District's governing board, the revised final planning documents.
 - 4.4. **Governing Board Meetings.** Consultant acknowledges that the District's governing board must approve all final planning and program documents. Consultant shall, at the District's direction, attend District governing board meeting(s) and present the Consultant's planning and program documents to the District's governing board for review, consideration and approval.
 - 4.5. **Facilities Master Plan Editable Database.** Consultant shall incorporate all of the information reviewed and obtained during the Services, as set forth herein, into a consolidated and interactive editable facilities database and website.
5. **Training.** Following completion and acceptance of the Facilities Master Plan, the Firm shall train selected District personnel on how to maintain and update the database.

CERTIFICATIONS TO BE COMPLETED BY CONSULTANT

The undersigned must check each box and execute this form and hereby certifies to the Governing Board of the District that they are (1) a representative of the Consultant, (2) are familiar with the facts herein certified and acknowledged, and (3) are authorized and qualified to execute this Contract and these certifications on behalf of Consultant and that by executing this Contract they are certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, and acknowledge and certify that I will adhere to the requirements of that policy

and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on a District site. The District also prohibits electronic cigarettes, “vaping” or similar product uses on District sites.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

AECOM technical services inc [Your Name], Brett a mitchell

[Firm Name]

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on a District project. As used in this certification, “person” means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Aecom [Your Name], Brett a Mitchell

[Firm Name]

certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

~~AECOM technical services inc~~ [Your Name], ~~Brett a Mitchell~~

[Firm Name]

have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): ~~AECOM technical services inc~~

Mailing address: ~~2020 X Street Sacramento CA 95834~~

Address of branch office used for this Program: N/A

If subsidiary, name and address of parent company: N/A

If the Program does not have substantive roofing components, check the following box and execute this certification:

The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (; “Federal Order”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (; “State Order”).

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of

the Treasury website.

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Tuberculosis Certification

The Consultant and its subcontractors shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

Consultant and its subcontractors will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.


District has determined that Consultant will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section 49406(m).

The following Consultant and its subcontractors shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section 49406. In addition, the Consultant shall maintain on file the certificates showing that the subcontractors were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

Lobbyist Certification

The Consultant and its subcontractors shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

 Consultant and its subcontractors are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or

“Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.

Consultant and its subcontractors Services hereunder shall or may include lobbying. Consultant and its subcontractors shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Consultant shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Conflict of Interest Certification

The Consultant and its subcontractors shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

Consultant and its subcontractors have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Consultant’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.

Consultant and its subcontractors have read and understand the District’s Conflict of Interest Code and, Consultant knows or has reason to believe that Consultant has a conflict of interest that requires disclosure and Consultant and its subcontractors shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Consultant shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONSULTANT TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 5/16/2025

Proper Name of Consultant: AECOM technical services inv

Signature:  F15B0EB37BB543C...

Print Name: Brett Mitchell

Title: Assoc. Vice president

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Consultant, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Consultant; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Consultant has taken at least one of the following actions (check all that apply):

All Workers Fingerprinted. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant’s employees and all of its subcontractors’ employees who interact with pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Consultant shall “require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation.”). A complete and accurate list of Consultant’s employees and of all of its subcontractors’ employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

Physical Barrier. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the applicable project site, that will limit contact between Consultant’s employees and District pupils at all times; and/or

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

Name: Brett a mitchell Title: Assoc vice president

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

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

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

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 5/16/2025

Proper Name of Consultant: AECOM technical services inv

Signature: 

Print Name: Brett Mitchell

Title: Assoc. Vice president