

**FACILITIES SUBCOMMITTEE MEETING**

Gilroy Unified School District – Board Room

9 a.m. Friday, March 8, 2018



1.

ITEM	PAGE #
A. Approval of minutes: Feb. 8, 2018	1-6

**2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. MOU with Gilroy Garlic Festival	GHS, Solorzano & "Olive Grove"	Gilroy Garlic Festival	\$0	N/A	7-18
B. Proposed changes to BMS design plans Admin / Media	Brownell	Aedis	\$0	Measure E	19-20
C. Exterior facade decision	Brownell	Aedis	\$0	Measure E	21-29
D. Closeout proposals	Multiple	Kasavan Architects / Kleinfelder	N/A	Measure P	30-40

**3. MAINTENANCE (DAN MCAULIFFE)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Canvas exterior door awnings	District Office, Transportation, GHS gym	City Canvas	<b>DO:</b> \$5,233.52 <b>Transportation.</b> \$5,233.52 <b>GHS gym:</b> \$1,460.41	RRM	41-45
B. Security cameras and classroom alarms <b>INFORMATION</b>	Glen View	TSCS only at this time	\$68,122.78	TBD	46
C. Portable Restroom Repairs <b>UPDATE</b>	GHS	Overhaul Construction	To date: \$34,750	Deferred Maintenance	47-55
D. Water system repairs <b>INFORMATION</b>	Rucker	Plumbing Amercia, Inc.	N/A	RRM	56-62
E. Gas leak repair	GHS	MBD Engineering	\$15,924.23	RRM	63-72

**4. OTHER PROJECTS/FACILITY ISSUES AT SITES**

SCHOOL SITE
ANTONIO DEL BUONO
ELIOT
EL ROBLE
GLEN VIEW
LAS ANIMAS
LUIGI APREA
ROD KELLEY
RUCKER
BROWNELL
SOLORSANO
SOUTH VALLEY
CHRISTOPHER
GECA
GILROY
MT. MADONNA
DISTRICT OFFICE

**Next meeting:** Friday, April 12, 2019

## FACILITIES SUBCOMMITTEE MEETING

9 a.m. Friday, Feb. 8, 2019

### PRESENT

Debbie Flores  
Cheryl Galloway  
Dan McAuliffe  
Natalie Martinez  
Alvaro Meza  
Paul Nadeau  
Anna O'Connor  
Linda Piceno  
James Pace

**MEETING BEGAN:** 9 a.m.

### APPROVAL OF MINUTES FROM Jan 11, 2019

- James Pace made the motion approve the minutes: B.C. Doyle seconded.
- All in favor.

### TIME CERTAIN

#### CITY OF GILROY – GARY HEAP, JORGE DURAN AND NIRORN THAN

- Jorge: Development update – no new projects have broken ground since the last time this group visited the committee. Several are in punchlist phase.
  - These projects will be breaking ground after the rainy season: condo complex at First Street and Santa Teresa Boulevard; commercial development at First Street and Kelton Drive; 72-unit single-family homes near Highway 152, part of Hecker Pass development plan. Also, new roundabout on Highway 152 and pedestrian bike trail (latter will go through seven-eight months of construction).
- New proposed project: 120 affordable townhouses in Glen Loma Ranch area. Timing: Construction aimed to start this year but not sure if that'll happen. It'll likely be end of next year or the one after, in reality. This project will include second phase of re-alignment of Miller Avenue under construction now. Part of 10th Street is being extended now.
  - The challenge is that the project will go over the extending part of Miller Avenue. It's an affordable housing project, which requires a more stringent process for funding. Developer will have a tough time getting funding because of that. The challenge is to get the right of way to give them access to Miller. The developer has just proposed the closure of Miller for six to 12 months.
    - Jorge: We realize the closure of Miller affects lots of people and traffic. The developer is working on options: The city has suggested that they build the bypass. But the big factors that will determine outcome will be money and environmental needs. When the environmental originally was done for the project, the bypass was not part of it.
  - Preliminary feedback:
    - Dr. Flores, James: Impact would be bad. It would affect Solorsano MS and Gilroy HS traffic.
    - Dr. Flores: We could live with four- to five-week closure but a year is bad.
    - James: Should we send a comment letter?
      - Jorge: Not at this time.

- The good news once this work is done, that will be the end of work on Miller. Future development will work around these changes.
- Dr. Flores: How many homes are being constructed in the Ballybunion area?
  - Jorge: 113 units in the Grove project. Plus, three separate projects with 250 units on Ballybunion side. Occupancy expected in two years.
- Cannery: 200 affordable units total near downtown. The partial opening of 100 units is in March. Full opening of rest of units will be in July.
- Kern Avenue, near GHS/FFA farm: 27 apartments, market-rate units.
- Monterey Gateway, on Monterey Road, north of Luchessa, is moving along. For residents 55 and older.
- Dr. Flores: What are the total new units for occupancy expected in 2019?
  - Jorge: We'll get that number back to you.
- James: Do we get impact fees from these developments?
  - Anna: yes.
- Jorge: How does the school district anticipate these developments will change things?
  - Dr. Flores: We work with a demographer to project enrollment and he's projected we'll be level or grow. But we've been had decreased enrollment the last couple of years.
  - We're not seeing one child per two homes in Glen Loma, as projected.
  - Linda Piceno: We worked with management at Alex Station to get a count of incoming students. Will we work with the Cannery to get a similar count?
    - Dr. Flores: We definitely can.
  - Dr. Flores: Declining enrollment has impacted our schools with ADA, etc. We have a senior class that's about 200-plus larger than our kindergarten class. We've started a committee to advise the board about whether to close a school and which one.
  - Alvaro Meza: We'll engage the city to help present to the committee as well.
  - Dr. Flores: We can send you charts on our enrollment as well.
  - James: We have a joint council meeting at this month so I'm sure this will be a bit topic of discussion.
- Cheryl Galloway: We talked about the striping on IOOF. The plan is going to be do this President's Week, depending on the weather. Please work with Rachelle and Melanie so we can keep parents updated.
- Dan McAuliffe: At Eliot, we have a quote from our vendor do redo the sidewalks near Eliot. Is the project to split the cost with city 50-50 still available?
  - Gary: Yes, it's available.
- Nirorn:
  - Community meeting for those impacted by the traffic project near Brownell will be 7 p.m. Feb. 12. First Street will be in construction until end of the year.
  - Auto Mall project and Monterey rehab projects are underway.
  - PG&E is realigning gas line at Sixth Street and Monterey Road.
  - Traffic: Speed survey is complete and being considered. It's going to city council at the beginning of March.
  - Neighborhood traffic management program. Gilroy doesn't have that now and we're going getting ready to launch it. Speed cushions in some targeted areas but other methods as well.
- Jorge: Town center near Glen Loma developments is In design. But the builders will take time because residents have to be in place before the commercial comes in.



## FACILITIES & NEW CONSTRUCTION – PAUL NADEAU

### GILROY HS: FLATWORK PROJECT AT OLD PORTABLE SITE

- \$311, 190, from Measure E.
- Proposal is to put down a mirror of what is at the math building.
- Three sections:
  - \$217,8000
  - \$81,390
  - \$12,000
  - Total: \$311, 190
- 30 feet from dining commons. This will include a seat wall and take care of elevation change. An ADA ramp up to the gates will go in right behind it.
- Not including the demo, which is about \$60,000.
- We haven't released Premier on the math building project. We could issue a change order to allow Premier to do this as part of the project, funded out of bond money.
- Funding: On the last page. Measure E, Series A \$300,000 unallocated, which could take care of this project.
  - It doesn't affect South Valley MS because it's unallocated.
- James: How does this compare to what we had proposed earlier?
  - It is less that because the estimate we had last month from the architect was \$110K-plus, just for the design.
  - Dr. Flores: To complete the math building project, we have to remove the portables. And removing the portables, we are left with that dirt area. So, we have to do something about the dirt area to finish the project.
- Paul Nadeau: We do have some potential costs savings if we can get someone to move the portables. Talked to some folks who may be interested in taking the portables. But they have timing and other details to figure out before they know.
- Dr. Flores: When's the best time to do the concrete work?
  - Paul: Right after school year ends.
- James: Is this going to grow into a \$500K project without adding any significant space to the school?
  - Dr. Flores: We should have included the landscaping as part of the project. We did talk about grass in the area but the costs were too high for maintenance and resolving drainage issues.
  - Linda: I understand we don't want lawn but can we include trees or some other greenery in that area?
  - BC: How will we deal with electrical that's left over?
    - Paul: We have several options to move these.
- James: Are we thinking about future use for that area?
  - Paul: We could theoretically do some things but we don't know how things will change.
- Next steps: We are clear to move forward with the proposal to proceed as a change order for Premier. \$370K. This will go the board second meeting in March.

### BROWNELL MS: UPDATE AND FLINT BUILDERS CONTRACTS

- Contract is in four parts, generated by our legal.
- This will go to Flint to review, redline and sign in time for March 7 meeting.
- Linda: Can this go to trustee Mark Good before the meeting?
  - Dr. Flores: Yes, Alvaro please send to him.
- Next steps: Contract will go to the board March 7.

**GILROY HS: POOL STARTING BLOCKS**

- Cost and funding source TBD.
- Starting blocks at the Gilroy HS pool are non-operable.
- For safety reasons, our maintenance department can't make changes or fixes to these. They need to come from official service providers or manufacturers.
- The ones to replace these can't be used on the new pool because the design is different and aren't compatible. These replacements would be a separate sets that would used for one season, which is about five meets.
- Alvaro: We can go without starting blocks?
  - BC: Gators also need starting blocks.
  - Cheryl: Coach Pickford said yes, they can go without blocks as a last resort, but times for races without start blocks won't count for CCS.
- Paul: If we go without these, we'd have to figure out how to deal with these faulty ones to make sure no one uses them. Also, we'd have to get access to pool. We need to know if this can be done in the time constraint we're facing ASAP. If not, plans need to made to make sure we have a contingency plan for doing what we need.
- Dr. Flores: This is a safety issue that needs to be resolved.
- Linda: I also don't want students to lose out official times for CCS.
- Paul: I'll see if another consultant can take another look at the tensile strength. One option is Aquatech, out of Galt.
- Next steps: Paul will start working to get this done ASAP, starting with checking with the consultant. He'll work with Coach Pickford to work around pool needs.

**GUSD: GARLIC FESTIVAL TRAFFIC PLAN**

- Dr. Flores: Garlic Festival is in financial trouble because of the high cost of the parking shuttle buses. We can't help with busing because of legal reasons. But we are exploring what else we can help with aside from busing.
- The proposal is to use some GUSD lots to help offset their busing needs. The agreement would include requirements to return fields to their original conditions. GHS parking, GHS ball fields, a field near Solorsano MS, Olive Grove property.
  - Olive Grove has a big mound of soil and the festival would have to re-grade it to make it usable for parking.
  - BC: What does this mean for the testing requirements at these sites?
    - Linda: We're looking at having to redo all testing anyway because we're not going to anything in the five-year requirement window.
- The festival is willing to find a compromise with partial offering: GHS fields, Solorsano but not Olive Grove for this year, for example.
- The city will still have to approve any plan because of traffic issues, etc.
- Next steps: Paul will talk to festival organizers to let them know about the reasons why district can't help with busing. The board will need to be briefed in Sunday report. The MOU will go the board in March.

**MAINTENANCE – DAN MCAULIFFE****SOLORSANO MS: UNDERGROUND ELECTRICAL REPAIR (RATIFICATION)**

- \$6,387, from RRM
- We lost power in one of classroom wings for about a week. It's where the band and choir do work.
- Vendor was able to respond quickly and make repair, even in the rain.

- Next steps: Ratification will go the board in March.

#### **ANTONIO DEL BUONO ES, GILROY HS AND RUCKER ES: DIESEL GENERATOR INSPECTION AND SERVICE**

- \$12,130, from RRM.
- This is for inspection and service of fire pump at Rucker as well as emergency lighting at Gilroy HS and ABD ES.
- It's important to keep these maintained so they're in working order in case of an emergency.
- Every year, the vendor provides this routine maintenance and have given us great services.
- GHS is a Red Cross center; ADB is an emergency medicine-distribution center.
- Dan will ask for a redo of the matrix in the packet so the information is clearer for the board.
- Fire service company does provide separate inspection.
- We have portable generators that are serviced once a month.
- Next steps: This will go the board with a clearer matrix.

#### **GILROY HS: MARQUEE REPLACEMENT**

- About \$21K to \$22K, from RRM.
- This to replace the broken marquee at the corner of 10<sup>th</sup> Street and Princevalle.
- IT Director Maribel Guizar is reviewing three quotes to provide recommendation. She's aiming to find something that can be controlled.
- Maribel's recommendation is what will go the board.
- Next steps: This item will go to the board.

#### **GILROY HS: PORTABLE BATHROOM REPAIR (INFORMATION)**

- \$18K, from RRM; but additional costs will be necessary.
- Five stalls need repair.
- Floors are rotted because of water intrusion.
- Only one contractor has been out there to look but it's the same one who provided work at Glen View. Do we need look for other vendors?
- This price would removing flooring and subfloor. But could be additional, depending on damage to insulation, etc.
- Linda: How much more this will be?
  - Dan: Depends on what additional damage is found.
- Next steps: Do the work and take the agreement as a ratification to the board.

#### **ELIOT ES: SIDEWALK REPAIR REPLACEMENT (INFORMATION)**

- \$20,790, with some costs potentially shared by City of Gilroy program.
- This would be all three streets around the school.
- We have already walked out the site and marked some issues. But might have to re-do this, depending on city.
- James: I recommend that we look at also installing trees and shrubs.
- Next steps: Dan will connect with Nirorn from the city for what to do next.

### **SAFETY – CHERYL GALLOWAY**

#### **GUSD: RFQ FOR ENERGY CONSERVATION DESIGN-BUILD SERVICES**

- Climatec came to propose a high-level view of district's energy needs as well as an RFQ. With legal's recommendation, we're skipping the high-level view and going straight to RFQ.
- This will help analyze our energy needs and potential savings opportunities.
- Next steps: This will go the board.

## ALVARO MEZA'S ITEMS

### ARMORY PROPERTY ON WREN AVENUE (2 ACRES)

- The people in charge of the Armory building on Wren Avenue have reached out to the district to let us know this site is for sale.
- Next steps: This is information only. It's not something that interests the district at this time.

### RECOMMENDED SIZE OF NEXT BOND SERIES

- Last meeting, Raymond James was here to present.
- Project numbers haven't changed.
- Timing of Measure E Series B has changed.
- We are accelerating Measure P so we can close that out this year.
- Total issuance in March or so of \$44.2M, including both Measures P and E.
- We will push issuance of Measure E Series C (\$94M) to four of five years from now so it's issued as close to building of South Valley MS as possible and assessed value is enough. We want to avoid stretching out the building of South Valley MS over too many years.
  - \$2.5M would be needed to help with planning/pre-construction of South Valley MS.
- Next steps: Alvaro will present this as information item to board second meeting in March. It'll go for approval in the first meeting in April.

## OTHER SITES

### GILROY HS

- Security camera was stolen from near greenhouse. Insurance is submitting the claim. Deductible is \$1,000. The replacement is about \$3,300.
- *Update on work on the greenhouse:* Maintenance has been working on updating some things at site, including electrical, etc. Most of the work has been done in-house. Other things have to be addressed, such as how to work around the liquid propane gas at the site. The goal is to have it completed in mid-May.

### CHRISTOPHER HS

- *For information only:* Converting the metal shop at Christopher HS would cost \$600K-\$1M.
  - We have to spend \$900K in CTE grant funds that have to be spent by the end of June but it's for all-CTE projects across the district.

### DISTRICT OFFICE

- Camera was stolen on Christmas Day.
- Replacement is \$700, with labor. \$400 camera.
- The cost was less than \$1,000 so doesn't meet deductible.

### RUCKER

- Work on pump house will be done during February break.
- We've been working closely with water board and they've been happy with the progress.

**Next meeting:** March 8, 2019

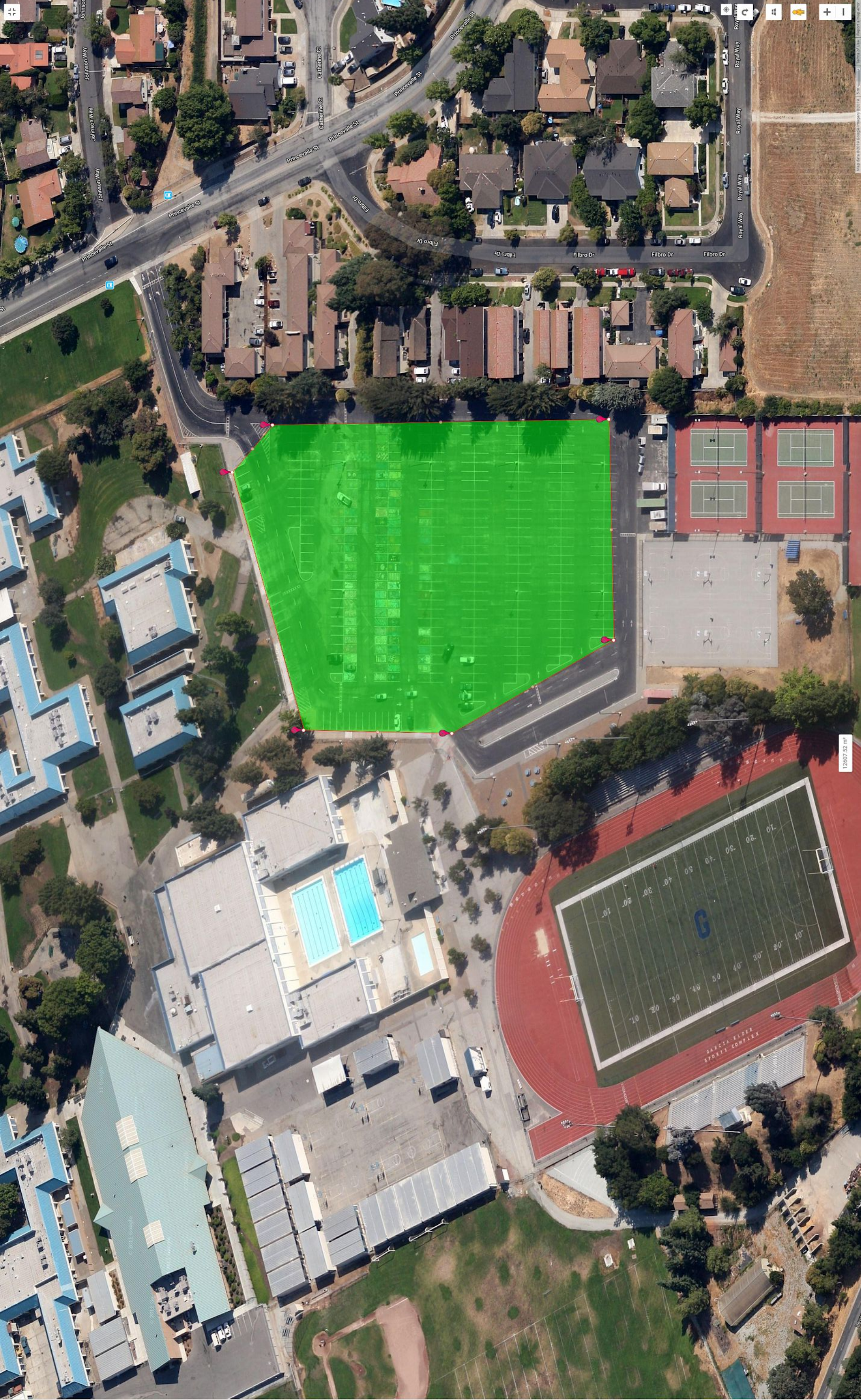
**Meeting adjourned:** 11:18 a.m.





GHS Ball fields and city overflow = 11.5 acres





GHS Student Parking Lot = 3.4 acres



**MEMORANDUM OF UNDERSTANDING REGARDING  
FACILITIES USE BY AND BETWEEN GILROY GARLIC  
FESTIVAL ASSOCIATION, INC. AND THE  
GILROY UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding Regarding Facilities Use ("MOU") is made between the Gilroy Garlic Festival Association, Inc. ("GGF") and the Gilroy Unified School District (the "District"). GGF and the District shall sometimes be referred to herein as the "Parties" or individually a "Party."

WHEREAS, GGF will hold its annual Garlic Festival on July 26, 27 and 28, 2019;

WHEREAS, GGC desires to use certain areas of Gilroy High School (750 West Tenth Street, Gilroy, California), Ascencion Solorsano Middle School (7121 Grenache Way, Gilroy, California), and the Club Drive property known as "Olive Grove" for parking in connection with the festival;

WHEREAS, pursuant to the terms hereof, the District is willing to allow GGF to use certain areas of Gilroy High School, Ascencion Solorsano Middle School, and the Club Drive property known as "Olive Grove" for parking in connection with the festival;

WHEREAS, it is the desire of the Parties to enter into a this MOU pursuant to which GGF will utilize certain areas of Gilroy High School, Ascencion Solorsano Middle School, and the Club Drive property known as "Olive Grove" for parking in connection with the festival – the specific areas that will be used are designated on the maps which are attached hereto as Exhibit 1 (the "Space");

WHEREAS, the District believes that it is in the best interest of the District, GGF, the students and teachers of the District, the parents of the students of the District, and the public to allow GGF to utilize the Space for parking pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

**Article 1. Term**

The term of this MOU shall be for seven days – July 24, 25, 26, 27, 28, 29 and 30, 2019.

**Article 2. Use of the Space.**

2.1 GGF shall use the Space solely for set-up (July 24 and 25, 2019), parking (July 26, 27 and 28, 2019), and breakdown/cleanup (July 29 and 30, 2019).

2.2 Prior to commencement of the Term, a representative of GGF shall walk the Space with the Manager of Maintenance of the District (or a designee) to determine the condition of the Space.

2.3 GGF acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, GGF has not relied on any representation, statement, or warranty of the District or anyone acting for or on behalf of the District; (ii) GGF will utilize the Space based on its own inspection and examination thereof and on an "AS IS" basis; and (iii) the District makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.4 GGF may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of the District.

2.5 The District shall provide not provide any custodial services for the Space.

2.6 NUISANCE, MISCELLANEOUS.

GGF shall not do or permit anything to be done, without the prior written consent of the District, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall GGF sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. GGF shall not use or allow the Space to be used for any improper or objectionable purpose, nor shall GGF cause, maintain, or permit any nuisance in, on, or about the Space. GGF shall not commit or suffer to be committed any waste in or upon the Space. GGF shall be responsible for the repair or replacement of any property of the District that may be lost, damaged, or stolen.

2.7 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

GGF shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. GGF shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. GGF shall not be responsible for any and all legal compliance or environmental conditions that existed prior to GGF's occupancy of the Space. GGF shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by GGF.

2.8 FINGERPRINTING.



GGF shall ensure that any persons admitted by GGF to the Space, who are likely to have significant contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at GGF's expense.

## 2.9 VACATING.

(a) Upon the termination of this MOU, GGF shall fully vacate the Space in a reasonably similar condition to that which existed at the commencement of the term of this MOU.

(b) Upon the termination of this MOU, a representative of GGF shall walk the Space with the Manager of Maintenance of the District (or a designee) to determine the condition of the Space. GGF shall clean the Space and bring the Space back to operational standards as determined by the Manager of Maintenance.

## 2.10 REQUIRED NOTICE – EMERGENCY.

GGF shall immediately inform the District or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. GGF shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the District.

## **Article 3. Representations and Warranties of GGF**

### 3.1 GGF represents and warrants to the District that:

(a) GGF is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. GGF will maintain good standing and full power and authority at all times during the term of this MOU.

(b) GGF has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of GGF and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of GGF, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of GGF to perform its obligations under this MOU.

## **Article 4. Fees**

4.1 GGF will pay to the District the sum of \$1.00 for use of the Space during the term of this MOU.

4.2 The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Space during the term of this MOU.

## **Article 5. Compliance with Laws**

5.1 GGF shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of the District's property.

5.2 GGF shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

## **Article 6. Indemnification**

6.1 GGF shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Space arising from GGF's use of the Space or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by GGF in or about the Space, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of the District, its officers, employees, agents and invitees.

6.2 GGF shall further indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on GGF's part to be performed under the terms of this MOU (including, without limitation, any claim against the District by a lender or provider of funds to GGF), or arising from any act, omission or negligence of GGF, or any officer, agent, employee, volunteer, guest, or invitee of GGF, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of the District, its officers, employees, agents and invitees. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), GGF upon notice from the District shall defend the same at GGF's expense by counsel reasonably satisfactory to the District. GGF shall give prompt written notice to the District's Risk Manager in case of casualty or accidents in, on or about the Space.

## **Article 7. Insurance**

### **7.1 REQUIRED GGF INSURANCE.**

GGF, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability "occurrence" coverage in the minimum amount of \$2,000,000 for bodily injury and property damage each occurrence and \$4,000,000 annual aggregate, including personal injury and advertising injury liability,

\$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of GGF and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

## 7.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) The District is to be named as an additional on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respect the District, and any insurance or self-insurance maintained by the District shall be in excess of GGF's insurance coverage and shall not contribute to GGF's coverage. The District is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by GGF to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the District.

## 7.3 COPIES.

GGF shall provide to the District a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to GGF and that apply to GGF and its use of the Space.

## **Article 8. Access by the District**

The District or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space.

#### **Article 9. Miscellaneous**

##### **9.1 ENTIRE AGREEMENT.**

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

##### **9.2 MODIFICATION.**

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

##### **9.3 GOVERNING LAW & VENUE.**

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between GGF and the District shall be brought in the Superior Courts of the State of California, Santa Clara County.

##### **9.4 FORCE MAJEURE**

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

##### **9.5 SEVERABILITY**

If any term, covenant, condition or provision of this MOU 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.

##### **9.6 COUNTERPARTS**

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

## 9.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

## 9.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

## 9.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to the District shall be addressed to:

Gilroy Unified School District  
7810 Arroyo Circle  
Gilroy, California 95020  
Attn: Dr. Deborah A. Flores, Superintendent

With a copy to Mary Hernandez, Esq.

Garcia, Hernandez, Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

Notice shall be given to GGF at the following address:

Gilroy Garlic Festival Association, Inc.  
7473 Monterey St.  
Gilroy, CA 95020  
Attn: Brian M. Bowe, Executive Director

## **Article 10. Assignment and Subletting**

GGF shall not assign its rights or delegate its duties under this MOU. GGF shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from the District. In addition, GGF shall not allow any other person and/or entity to use the Space without the prior written consent from the District.



## **Article 11. Dispute Resolution**

11.1 Disputes between GGF and the District regarding this MOU shall be resolved using the dispute resolution process described herein.

11.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from GGF shall meet with representatives from the District in an informal setting to try to resolve the dispute.

11.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by GGF and the District. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

## **Article 12. Default**

### **12.1 DEFAULT BY GGF.**

The occurrence of any of the following shall constitute a material default and breach of this MOU by GGF:

(a) Any failure by GGF to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by GGF to utilize the Space for purposes consistent with this MOU where such failure continues for two (2) days after receipt of written notice thereof.

(c) A failure by GGF to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for two (2) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said two (2) day period. GGF shall not be deemed to be in default if GGF shall within such two (2) day period commence such cure and thereafter diligently prosecutes the same to completion.

(d) At any time prior to the expiration or termination of this MOU, GGF is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against GGF, and the same is not discharged within ninety (90) days of commencement.

(g) If GGF has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the Space.

## 12.2 WAIVER.

The waiver by the District of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

## **Article 13. Remedies for Default and Termination for Cause**

### 13.1 THE DISTRICT REMEDIES.

If GGF commits any such material default and/or breach as defined in Article 12, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason or such default and/or breach:

Terminate GGF's right to possession by any lawful means, in which case this MOU shall terminate and GGF shall immediately surrender possession of the Space to the District. In such event the District shall be entitled to recover from GGF any unpaid invoices for all costs and expenses incurred by the District in connection with the termination of GGF's possession, including, without limitation, any and all consultant and attorney costs and fees.

GILROY GARLIC FESTIVAL ASSOCIATION, INC.

By: 

Name: Brian M .Bowe

Title: Executive Director

Date: February 27, 2019

GILROY UNIFIED SCHOOL DISTRICT

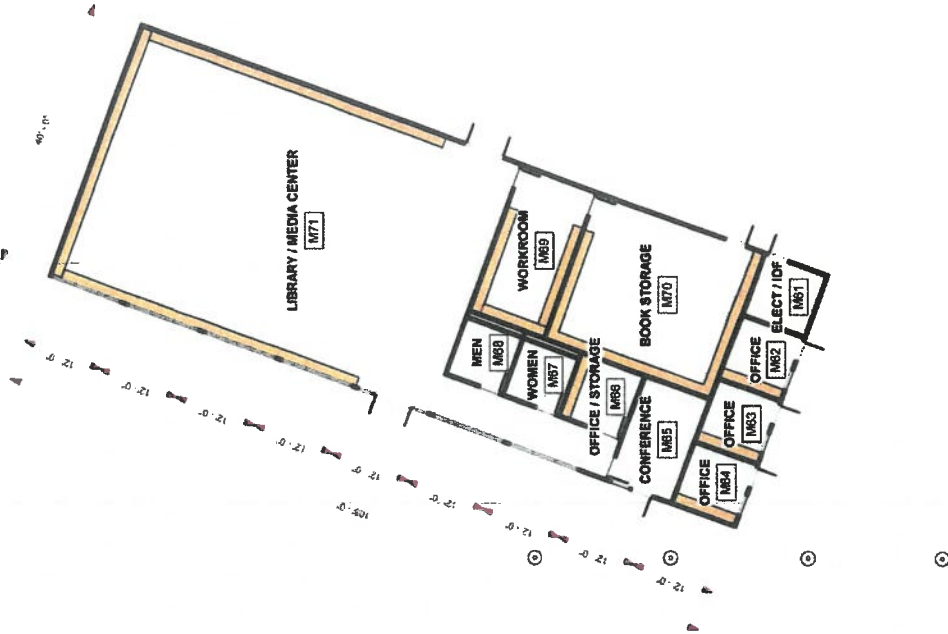
By: \_\_\_\_\_

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

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

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

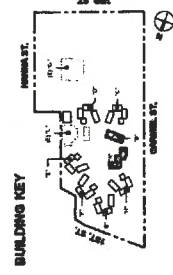
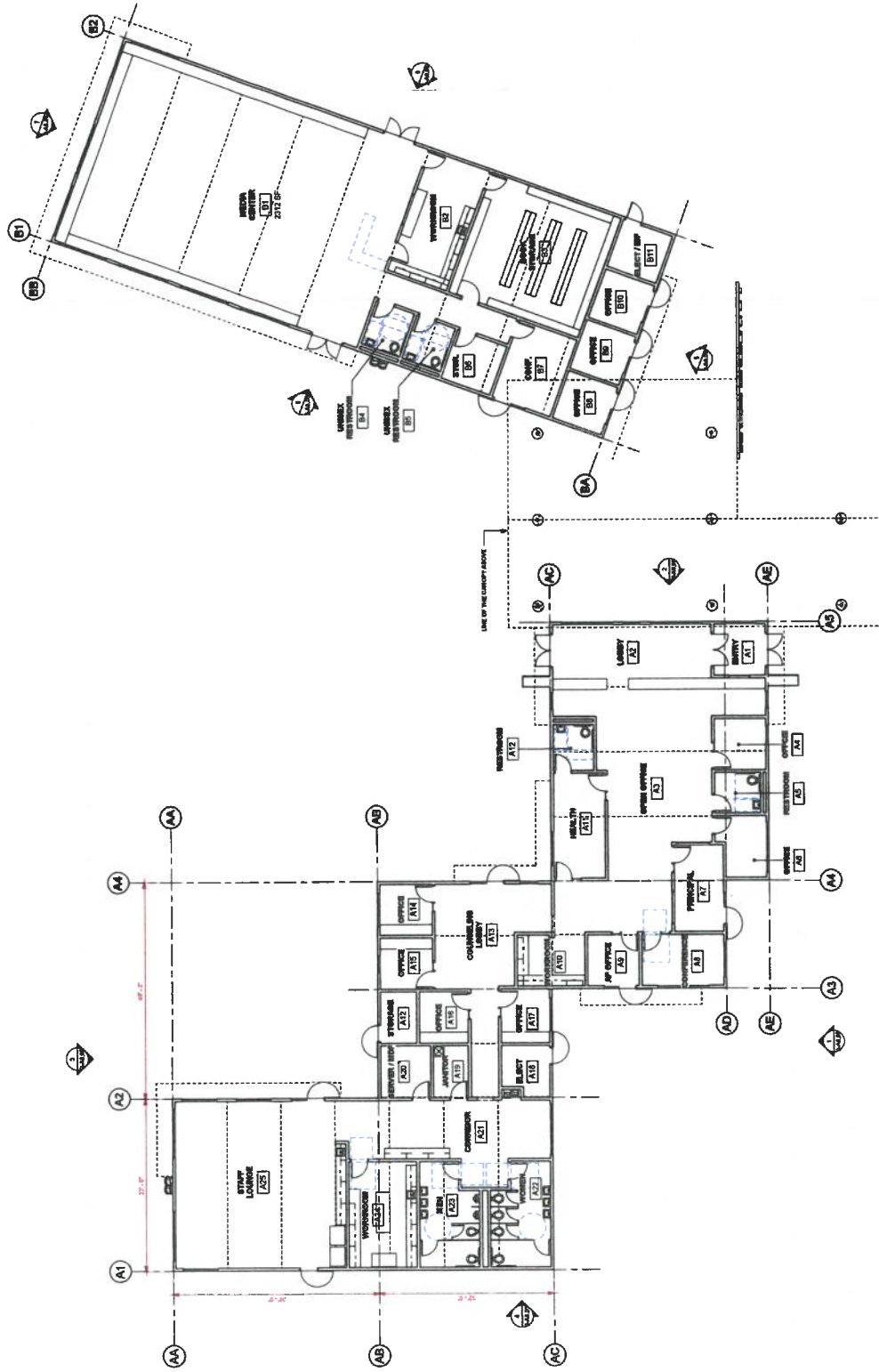




Legend

# **Brownell Middle School** **Campus Replacement & Modernization** **Gilroy Unified School District** **Admin + Media Center Floor Plan**

October 18, 2018



FLOOR PLAN KEYNOTES

- A. ROOM NAMES OR NUMBERS SHOWN IN THIS KEYNOTES SHALL BE CONSISTENT WITH THE FLOOR PLAN.
- B. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL DRAWINGS FOR EXTENT OF WORK.
- C. REFER TO ELECTRICAL, MECHANICAL, PLUMBING, AND STRUCTURAL DRAWINGS FOR EXTENT OF WORK.
- D. PROVIDE 6" CONCRETE CURB AT ALL EXTERIOR WALLS AND TOILET ROOM WALLS.
- E. ALL EXTERIOR STAIR WALLS SHALL HAVE 1/2" FIBER REINFORCED CONCRETE.
- F. ALL TOILET ROOM STAIR WALLS SHALL HAVE 1/2" FIBER REINFORCED CONCRETE.
- G. PROVIDE WALLS IN ALL TOILET ROOMS AND ACCESSORY REARER LOCATIONS. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- H. PROVIDE WALLS IN ALL TOILET ROOMS AND ACCESSORY REARER LOCATIONS. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- I. PROVIDE WALLS IN ALL TOILET ROOMS AND ACCESSORY REARER LOCATIONS. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- J. REFER TO THIS PLAN AND ARCHITECTURAL DRAWINGS FOR IDENTIFICATION OF ALL FRAMES.
- K. REFER TO THIS PLAN AND ARCHITECTURAL DRAWINGS FOR IDENTIFICATION OF ALL FRAMES.
- L. REFER TO THIS PLAN AND ARCHITECTURAL DRAWINGS FOR IDENTIFICATION OF ALL FRAMES.

FLOOR PLAN GENERAL NOTES

- A. ROOM NAMES OR NUMBERS SHOWN IN THIS KEYNOTES SHALL BE CONSISTENT WITH THE FLOOR PLAN.
- B. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL DRAWINGS FOR EXTENT OF WORK.
- C. REFER TO ELECTRICAL, MECHANICAL, PLUMBING, AND STRUCTURAL DRAWINGS FOR EXTENT OF WORK.
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- L. REFER TO THIS PLAN AND ARCHITECTURAL DRAWINGS FOR IDENTIFICATION OF ALL FRAMES.





**BROWNELL MIDDLE SCHOOL MODERNIZATION**  
FINISH DEVELOPMENT - CLASSROOM POD - 01

2019-01-25







**BROWNELL MIDDLE SCHOOL MODERNIZATION**  
FINISH DEVELOPMENT - CAMPUS ENTRY - 01

2019-01-25







**BROWNELL MIDDLE SCHOOL MODERNIZATION**  
FINISH DEVELOPMENT - CAMPUS QUAD - 01

2019-01-25















**BROWNELL MIDDLE SCHOOL MODERNIZATION**  
FINISH DEVELOPMENT - CAMPUS QUAD - 02

2019-01-25







**BROWNELL MIDDLE SCHOOL MODERNIZATION**  
FINISH DEVELOPMENT - CLASSROOM POD - 03

2019-01-25











**BROWNELL MIDDLE SCHOOL MODERNIZATION**  
FINISH DEVELOPMENT - CAMPUS QUAD - 03

2019-01-25







60 W. Market St., Suite 300 Salinas, CA 93901  
831.424.2232 kasavanarch.com

## Work Order

Project Name: GUSD – DSA Certification Assistance KA Project #: 1906  
Owner: Gilroy Unified School District Date: February 6, 2019

Project: Various Projects  
Address: \_\_\_\_\_  
City & State: Gilroy, Ca

Point of Contact: Edgar Soto Esquivel  
Billing Address: 7810 Arroyo Circle Billing Phone: 669-205-7923  
City & State: Gilroy, Ca 95020 Billing Email: [edgar.esquivel@gilroyunified.org](mailto:edgar.esquivel@gilroyunified.org)

You have directed Kasavan Architects to proceed with the following work:

*Assist GUSD in Certification of older non-certified DSA Applications on various campuses.*

☒ New Project ☐ Additional Services per Agreement Dated \_\_\_\_\_

Fee proposal good for thirty (30) days after date signed by Kasavan Architects.

We will bill our efforts on a:

☒ T&M Basis, **Not to Exceed \$10,000** ☐ Stipulated Sum (Including Initial Fee)  
☐ T&M Pending Stipulated Sum ☐ % of Construction Cost (Including Initial Fee) \_\_\_\_\_ %

We request written authorization to proceed with the above referenced work. If this is acceptable, please sign and date where indicated below.

Sincerely,

Approved By:

Kasavan Architects

Client

Signature

Date

Signature

Date

Peter Kasavan, FAIA

Print Name

Print Name

President

Title

Title

**Rate Schedule & Terms**

## Standard Rate Schedule effective January 1, 2019

President	\$ 195.00	Designer II	\$ 126.00
Principal	\$ 190.00	Designer I	\$ 95.00
Project Architect	\$ 180.00	CADD	\$ 120.00
Senior Project Manager	\$ 185.00	Administrative, Office Mgr	\$ 100.00
Project Manager	\$ 170.00	Clerical	\$ 76.00
Asst. Project Manager	\$ 150.00		
Senior Designer	\$ 165.00		

**1. Reimbursable Expenses**

Other direct costs such as sub-contractor fees, travel expenses and subsistence, mileage, telephone, facsimile, postage, shipping, and copy charges will be billed at cost plus 15 percent.

**2. Terms & Conditions**

- A. Mobilization: An initial payment of \_\_\_\_\_ (0.00) shall be made upon execution of this Agreement and shall be the minimum payment under this Agreement.
- B. Billings & Payments: Invoices for Kasavan Architects' (the Firm's) services shall be submitted on a monthly basis or upon completion of such services. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.
- C. Late Payments: Accounts unpaid 31 days after the invoice date, may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- D. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee associated with the scope of work described on the attached Fee Proposal. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.
- E. Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
- F. Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties named above of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.
- G. Certifications: Guarantees & Warranties: The Firm shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose presence the Firm cannot ascertain.
- H. Ownership of Documents: All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the prior written consent of the Firm.
- I. Termination of Services: This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered, all reimbursable expenses, and reimbursable termination expenses to the date of termination.

Expires: December 31, 2019

Initial here: (KA)  (Client) \_\_\_\_\_



## CLIENT MASTER SERVICES AGREEMENT

SJO19C91273

**This Agreement is made on:** February 15, 2019

**Between** Gilroy Unified School District with offices at 7810 Arroyo Cir, Gilroy, CA 95020 (**Client**)

**And** Kleinfelder, Inc. with offices at 75 E. Santa Clara Street, Floor 6, San Jose, CA 95113 (**Kleinfelder**).

### Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client for one or more projects on a Work Order basis and on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

**Now it is agreed** as follows:

### 1. CONTENTS OF AGREEMENT

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- 1.1 The parties agree that the documents listed in 1.1(a) through (d) constitute the “**Contract Documents**” of this Agreement. To establish obligations and resolve ambiguities in the Contract Documents, the following order of precedence will prevail:
  - (a) first, amendments and Change Orders issued in accordance with this Agreement;
  - (b) second, Work Orders (Appendix A, as defined below);
  - (c) third, Kleinfelder’s Proposals as may be subsequently issued and referenced, attached or incorporated into Work Orders; and
  - (d) fourth, this Agreement.
- 1.2 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

### 2. APPOINTMENT AND SCOPE OF SERVICES

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- 2.1 This Agreement anticipates the execution of various written work orders (in the form of Appendix A) which the parties agree will specify the scope of Services to be performed (**Services**) and Client’s project for which the Services will be performed (**Project**), the location of Client’s Project for providing the Services (**Site**), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services (**Work Orders**).
- 2.2 By executing this Agreement, Client does not guarantee any future work, nor does Kleinfelder commit to performing any specific future Work Order.

### 3. STANDARD OF CARE

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- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

### 4. KLEINFELDER'S RESPONSIBILITIES

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- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
  - (a) provide qualified staff to perform the Services;
  - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
  - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
  - (d) require its personnel to maintain a safe, clean and orderly work environment.

### 5. TERM AND TERMINATION

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- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand, and will continue in effect for two years or until terminated by either party or extended for an additional two years by mutual written agreement of the parties.
- 5.2 Either party may terminate this Agreement or any Work Order at any time by providing not less than ten (10) days' written notice to the other party.
- 5.3 Notwithstanding the termination or expiry of this Agreement, the terms of this Agreement will survive and continue to apply to all Work Orders signed by both parties prior to the Agreement's effective termination or expiry date, and until all of the rights and obligations of both parties have been fulfilled.



- 5.4 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

## 6. COMPENSATION

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- 6.1 In consideration for undertaking the Services, the Client shall pay to Kleinfelder the sum specified in each Work Order in payments in accordance with the terms of each Work Order and the payment provisions of this Agreement.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

## 7. INSURANCE

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- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability Insurance and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnify provided by Kleinfelder under clause 12.1.

## 8. CHANGES TO SCOPE OF SERVICES

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- 8.1 Client or Kleinfelder may request to modify the scope of Services as set out in any Work Order, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement or to a Work Order that modifies the Services and specifies the following:
- (a) a change in the terms and conditions or Services;
  - (b) an adjustment in the schedule for performance; and
  - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client

objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.

- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

## 9. FORCE MAJEURE

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- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

## 10. INSTRUMENTS OF SERVICE

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- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
  - (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
  - (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
  - (d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.
- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.

## 11. CLIENT'S RESPONSIBILITIES

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- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis throughout all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv)



summaries and assessments of the Site's past and present compliance status, (v) the status of any filed or pending judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership.

- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

## 12. ALLOCATION OF RISK AND INDEMNITIES

---

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner or Project insurance policy.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

## 13. LIMITATION OF LIABILITY

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- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement and all Work Orders and amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services under all Work Orders or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.
- 13.2 This limitation of liability has been agreed after Client and Kleinfelder discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfelder.

- 13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

#### 14. WAIVER OF CONSEQUENTIAL DAMAGES

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- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

#### 15. NO CONTROL OF MEANS AND METHODS OF OTHERS

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- 15.1 Client agrees:
- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
  - (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
  - (c) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

#### 16. SITE ACCESS

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- 16.1 Client agrees to:
- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
  - (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
  - (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
  - (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

#### 17. WARRANTY OF TITLE, WASTE OWNERSHIP

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- 17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

#### 18. DISPUTE RESOLUTION

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- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.



- 18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

## **19. MISCELLANEOUS**

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- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.6 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail the addresses given in this Agreement.
- 19.7 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.8 Any amendment or revision to this Agreement, including for the avoidance of any doubt, to any Work Order, must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.9 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

19.10 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together, shall constitute one original document.

**IN WITNESS WHEREOF**, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

**CLIENT:**

**KLEINFELDER:**

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

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

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

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

Title:

Title:

**ATTACHMENTS:** Appendix A, Work Order



**APPENDIX A: WORK ORDER SJO19W91274**

Issued Pursuant to The Client Master Services Agreement SJO19C91273 effective as of February 15, 2019 by and between Gilroy Unified School District (**Client**) and Kleinfelder, Inc. (**Kleinfelder**).

Client Name: Gilroy Unified School District

Kleinfelder Project No:

Project Name: Gilroy USD – Eliot Elementary School & Solorsano Middle School

Work Order Type: (Check One)

☒ Time-and-Materials

☐ Fixed-Price

Kleinfelder Office: San Jose, CA

Subcontractor Reference No:

Kleinfelder Contact Name: Andrea Traum / Stephanie Sanchez

1. SCOPE OF WORK: Records search / retrieval from storage to review for potential DSA close-out documentation. Project files being requested are Eliot Elementary School – DSA Application Number: 01-106138 – Kleinfelder Project: 46667 (2004/2005) and Solorsano Middle School – DSA Application Number: 01-103179 – Kleinfelder Project: 13919 (2002/2003).

2. LOCATION/CLIENT FACILITY INVOLVED: Eliot Elementary School & Solorsano Middle School

3. PERIOD OF PERFORMANCE: FROM: 2/13/19 TO:

4. AUTHORIZED FUNDING: \$2,500.00

5. SPECIAL PROVISIONS: Kleinfelder 2018 Fee Schedule Attached

**NOTICE TO PROCEED IS GIVEN ON (DATE): \_\_\_\_\_**

**CLIENT:**

**KLEINFELDER:**

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

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

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

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

Title:

Title:

Address:

Address:

# City Canvas

1381 N. 10th Street  
San Jose, CA 95112  
408.287.2688

Gilroy Unified School District  
Dan McAuliffe  
7810 Arroyo Circle  
Gilroy, CA 95020

Phone: 408-710-8480  
Mobile:

February 20, 2019

RE: Estimate # 37321 Prepared by: CC, Dion

New Standard style awning frame and cover. Frame to be 1" x 18 ga. galvanized steel tube. Fabric to be Sunbrella, color(s) to be determined. Dimensions: 6'-0" wide to 8'-0" wide x 1'-4" high x 3'-6" projection.  
Unit cost including tax & installation: \$ 1,460.41

Group costs:

7810 Arroyo Circle: Four (4) awnings:  
Total cost including tax & installation: \$ 5,233.52

8067 Swanston Lane: Four (4) awnings:  
Total cost including tax & installation: \$ 5,233.52

750 W. 10th St.: One (1) awning:  
Total cost including tax & installation: \$ 1,460.41

NOTE: This proposal does not include costs for permits and/or engineering and/or DSA requirements/ approval and/or prevailing wage. Shop drawings and fabric samples will be provided.

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For a total price including tax and installation: \$0.00  
To proceed, an advance payment is requested of: \$0.00  
**Balance of payment is due upon installation/delivery.**

If accepted, please sign and return one copy of the Proposal with the required advance payment. If any changes are made to the Proposal, both copies must be returned for approval.

Customer \_\_\_\_\_  
Dated \_\_\_\_\_

Salesman \_\_\_\_\_  
Dated \_\_\_\_\_

This proposal may be withdrawn if not  
accepted within Sixty (60) days.

California State Contractor's  
License #729517 & #878861



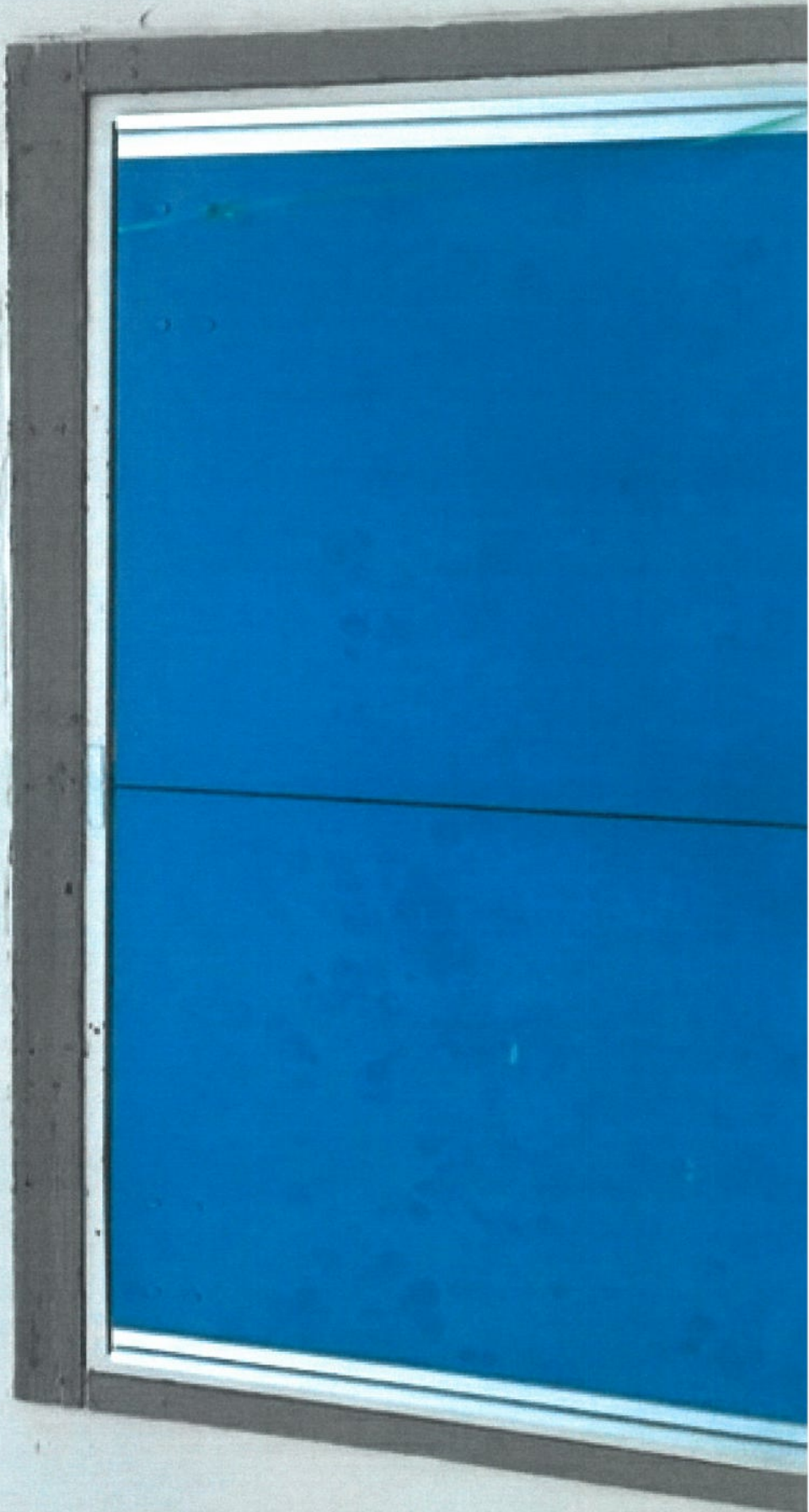




3a









3a







DHM Enterprises  
409 Tennant STA 285  
Morgan Hill CA 95037

Contractors LIC # 980911

Company:	Gilroy Unified School District		Date:	2/27/2019			
Address:	7810 Arroyo Circle Gilroy, Ca 95020		Quote #:	2019D203			
	Glen View Elementary School		TSC	David Miyahara			
Contact:	Dan McAuliffe		Phone:	831-431-8827			
Phone:	408-846-7523		Cell:	831-320-1639			
E-mail:			E-mail david@dhmentllc.com				
Fax:			Reference:	IP CCTV System			
QUANTITY	EQUIPMENT DESCRIPTION			UNIT PRICE	TOTAL		
1	Hikvision 32 channel 36 TB network vido recorder raid 10			5,500.00	\$5,500.00		
					\$0.00		
6	Hikvision 3D2208P 10 Port POE dual SFP			555.00	\$3,330.00		
1	Hikvision 3E0326P-E 24 port dual SFP 380 watt POE switch			685.00	\$685.00		
1	System Battery Backup			285.00	\$285.00		
6	Battery Backup IDF locations			95.00	\$570.00		
11	Hikvision 12MP 360 fisheye camera full HD and dewarp			965.00	\$10,615.00		
11	Hikvision top plate, wall mount , corner mount			145.00	\$1,595.00		
2	Hikvision 180 degree camera with wall mount 8MP			1,560.00	\$3,120.00		
7	Gbix and fiber patch cabl			265.00	\$1,855.00		
13	POE Extender			125.00	\$1,625.00		
1	Netgear 12 Port fiber hub with 12 Gbix 50 single mode and fiber patch cables			2,100.00	\$2,100.00		
1	Misc plenum cable, hardware, conduit, fitting, clips, enclousers as needed			9,067.50	\$9,067.50		
2	Hikvision 5MP vandal dome cameras with 2.8 mm lens and wall or back box mount			410.00	\$820.00		
4	Parpit mounts			195.00	\$780.00		
					\$0.00		
	Scope of Work:				\$0.00		
	Camera placment per camera map all camera feed transmited via existing fiber on				\$0.00		
	campus. System will have 15 total views of which 11 are 360 degree views and 2 are 180				\$0.00		
	degree views.				\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
	Client				\$0.00		
1	Client	GUSD IT to provide IP address for recording equipment			\$0.00		
1	Lift rental			900.00	\$900.00		
1	Installation Labor			21,500.00	\$21,500.00		
CLARIFICATIONS *			Labor is normal business hours 8am-5pm				
			Sales Tax		Subtotal:	\$41,947.50	
			* TSCS is not responsible for painting or patching		Gilroy	0.09	\$3,775.28
			* All high voltage electrical by others		Labor:		\$22,400.00
			* Idle time or changes to scope during project may result in additional charges		Total:	\$68,122.78	

**ACCEPTANCE:** please fill out below and Email to [david@dhmentllc.com](mailto:david@dhmentllc.com) price valid for 30 days unless otherwise noted.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Terms of payment: Invoice due and payable within 20 days. 2% per month is charged on the unpaid balance. In the event of a dispute by either party relating to this proposal, the prevailing party shall be entitled to recover costs, expenses and reasonable attorney fees.

**THANK YOU FOR YOUR BUSINESS!**

**OVERHAUL CONSTRUCTION LIC# 933725****ESTIMATE***"YOUR IDEAS COME TO LIFE"*

P.O. BOX 1533  
 Patterson Ca 95360  
 Cell: 209-663-2857 Cell: 209-868-1947



DATE: 02/04/2019

ESTIMATE # 2019-22

**JOB ADDRESS:**

GILROY HIGH SCHOOL  
 750 W 10TH ST  
 GILROY CA 95020

PROJECT: REST ROOM REFURBISHING

ITEM #	DESCRIPTION	AMOUNT
<b>INCLUDED ON ESTIMATE</b>		
1	TIME AND MATERIALS TO REFURBISH FOUR (4) 7'-0" X 6'-5" AND ONE (1) 14'-4" X 6'-5" RESTROOMS/STORAGE. INCLUDES THE FOLLOWING FOR ALL ROOMS	
2	REMOVE AND RE-INSTALL EXISTING PLUMBING FIXTURES AS REQUIRED	
3	REMOVE AND REPLACE FINISH FLOORING	
4	REMOVE AND REPLACE FLOOR PLYWOOD	
5	PROVIDE AND INSTALL UNDERLAYMENT BEFORE INSTALLING LINOLEUM	
<b>EXCLUDED ON ESTIMATE</b>		
6	PERMITS OR ANY FEE ASSOCIATED WITH SCOPE OF WORK.	
7	CHANGES MADE BY OWNER OR REPRESENTATIVE	
8	ADDITIONAL LABOR AND MATERIALS TO REPLACE OR REPAIR UNFORESEEN VARIABLES OR CONDITIONS	
9	PLUMBING FIXTURES	
		
<b>We Proposed</b> - hereby to provide the work and materials per the above specifications for the sum of		\$18,500.00
Note: Quote based on prevailing wages. Quote is good for 30 days.		
<b>Acceptance of Proposal:</b> The above specifications and conditions are satisfactory and are hereby accepted.		
You are authorized to do the work for the sum specified		
Signature: 	Date: 2/13/19	



























**DATE: 03/06/19**

**INVOICE # 2019-11**

### 3C

**PROJECT: RESTROOM REFURBISHING  
AT GILROY HS 750 W 10 TH ST.**

P.O. NUMBER		TERMS
PENDING		Net 30
ITEM #	DESCRIPTION	AMOUNT
	ADDITIONAL TIME AND MATERIALS NOT INCLUDED IN CONTRACT	\$21,150.00
1	REMOVED AND RE-INSTALLED PLUMBING FIXTURES	
2	REMOVED AND REPLACED ONE WATER CLOSET	
3	REMOVED AND REPLACED WALL FINISH	
4	REMOVED AND REPLACED ADDITIONAL FLOOR PLYWOOD	
5	REMOVED AND REPLACED FLOOR INSULATION	
6	REMOVED AND REPLACED TWO (2) FLUSH VALVES AND FIXED WATER LEAKS ON THE OTHER THREE (3)	
7	PAINTED ALL EXTERIOR DOORS	
8	PREP. PRIME AND PAINT METAL FLOOR JOIST	
9	REMOVED AND REPLACED CEILING TILE	
10	REMOVED AND REPLACED ONE LIGHT FIXTURE AT CEILING	
11	TEST ALL WATER AND DRAIN LINES	
	,	
	Thank you for the opportunity to provide our services and we look forward to doing business with you again	
	TOTAL DUE	\$21,150.00





























**Estimate: 164 (1932) Gilroy High School - Gas Leak Repair - Pool Building****MBS Proposal****Scope**

MBS Engineering is providing all work related to the investigation of a reported gas leak at Gilroy High School, at the Pool Building. MBS forces were able to investigate the leaking area and pinpoint the leak location by utilizing Utility Grade leak detection equipment, barholing, Utility Locating, Concrete Cutting and Removal, and Soft Digging to expose the area. MBS will plan to repair the leak by replacing all steel piping feeding the building with MDPE piping where possible, and coating any steel piping underground, using wax tape and overcoat.

**14010 - Gas Leak Investigation**

- a. MBS completed a leak survey investigation on March 4th, 2019.
- b. MBS utilized the Heath DP-IR and Heath RMLD to discover and pinpoint the gas leak
- c. MBS utilized a Heath Sure Lock to locate the gas line underground.
- d. MBS removed approximately 4 sq feet of concrete at the building riser.
- e. MBS excavated to expose the building riser and leaking elbow fitting in addition to the valve box upstream of this location.
- f. Remove corroded piping from service and evaluate a repair solution.

**2051-1 - Gas Leak Repair - Vault**

- a. MBS to safely turn off gas from upstream location (pipe squeezing).
- b. MBS to remove steel piping within vault (see exhibit) including shut-off valve.
- c. Vault to be broken up to expose incoming piping (demolition). and exposed by hand.
- d. MBS to install approximately 2' of new 1-1/2" MDPE piping, (1) 1-1/2"x1-1/4" MDPE Reducer, and 1' of 1-1/4" Piping using electrofusion couplings (PG&E certified crew members and procedures for electrofusion)
- e. After completion, new piping to be pressure and leak tested to ensure no leaks.
- f. MBS to backfill the vault with new sand and base.
- g. Concrete installation of vault area to match existing.

**2051-2 - Gas Leak Repair - Building Riser**

- a. MBS to safely turn off gas from upstream location (pipe squeezing).
- b. MBS to install approximately 2' of new 1-1/4" MDPE piping, (1) 1-1/4" MDPE Elbow, (1) 1-1/4" Straight Poly to Steel Transition, and approximately 2' of new galvanized steel piping (for riser). All MDPE piping installation by Electrofusion.
- c. Once installed, new piping to be pressure and leak tested to ensure no leaks.
- d. All steel piping to be wrapped with Trenton Wax Tap to prevent corrosion (including piping and all threaded connections)
- e. New 1-1/4" Manual Shut-Off Valve to be installed on Building Riser.
- f. MBS to backfill the vault with new sand and existing spoils
- g. Concrete installation of area to match existing



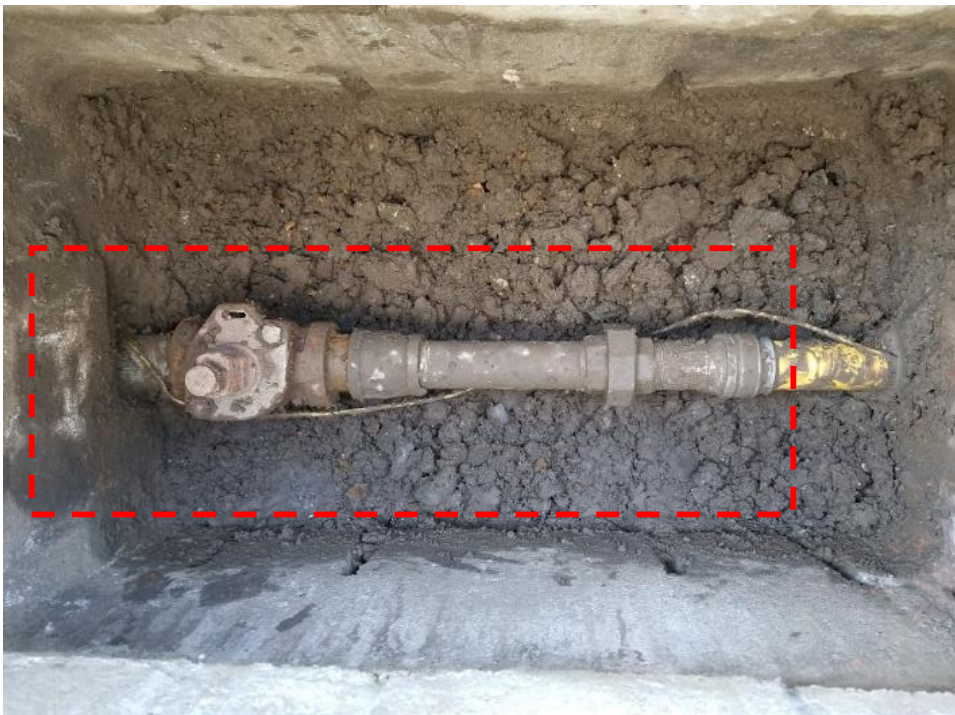
## Inclusions

- a. Work was performed during regular work hours (7:00 AM - 4:00 PM; Monday through Friday), with some work off hours (gas shut-downs)
- b. MBS Engineering to pressure test all installed piping..
- d. MBS Engineering to provide all equipment necessary to complete scope of work.
- e. MBS installs all underground PE gas pipe following PG&E Gas Design Standard D-34 standards and procedures.
- f. MBS installers PG&E trained and certified in Iron Pipe welding for use with natural gas piping following utility standards and procedures.
- g. Factory certified and trained gas regulator and gas meter mechanics.

## Exclusions

- a. Permits, fees, and bonds are excluded.
- b. The natural gas systems will be shut down and the gas appliances must be turned off.
- c. It will be each site's responsibility to relight gas appliances.
- d. MBS is not responsible for any leaks upstream or downstream of our work.
- e. MBS is not responsible for any gas appliance(s) that will not relight after shutdown.

Vault Repair – 2051-1



Building Riser Repair – 2051-2





## Phases Totals

Description	Total	Job
14010 Gas Leak Investigation	\$4,916.15	30.87%
2051-1 Gas Leak Repair - Vault Area	\$5,667.10	35.59%
2051-2 Gas Leak Repair - Building Riser	\$5,340.98	33.54%
<b>Total Estimate</b>	<b>\$15,924.23</b>	<b>100.00%</b>

## Payments

(a) Applicable Law: This contract shall be governed by the laws of Santa Clara County, The State of California, and any applicable Federal Law.

(b) Insurance: A current insurance certificate for MBS Engineering will be on file with Gilroy Unified School District and will be listed as additional insured.

(c) Payment Terms: Net 15 After Completion







**Estimate: 166 Gilroy High School - E2 & F4 Gas Leaks - Investigation****MBS Proposal****Scope**

MBS Engineering performed a gas leak detection survey of the Gilroy High School campus and found two high level gas leaks that were located in close proximity to school buildings F4 and E2. MBS recommends that these gas leaks be repaired immediately. In order to determine the overall condition of the existing underground piping, MBS is proposing to investigate these two leaking areas and the associated underground piping. At both locations, MBS will expose the gas piping, assess and evaluate the condition, and propose a repair solution based on the results.

**14010 - Gas Leak Investigation - F4**

- a. The leak was discovered stemming from a threaded union at this location within the vault (see attached exhibit).
- b. MBS will expose the underground piping from this leaking connection back towards building F4 (approximately 4 LF). Depth to be a maximum of 36", 1' below the existing gas piping depth.
- c. MBS utilized a Heath Sure Lock to locate the routing of the gas line underground and verify path.
- d. MBS to remove approximately 4 sq feet of asphalt to the building tie-in.
- e. MBS to excavate to expose the piping and leaking union.
- f. Once exposed, MBS will supply an evaluation and proposal for repair, which could include replacement of a portion of the existing gas piping or a replacement of the leaking fitting, depending on the condition found.

**14010 - Gas Leak Investigation - E2**

- a. The leak was discovered coming stemming from the riser connecting below ground piping to the above ground regulator set (see attached exhibit)
- b. MBS will expose the underground piping at the riser back to 5' away from the riser location, down to a depth of maximum 36" or 6' below depth of existing pipe.
- c. MBS utilized a Heath Sure Lock to locate the routing of the gas line underground and verify path.
- d. MBS to excavate to expose the riser and piping.
- e. Once exposed, MBS will supply an evaluation and proposal for repair, which could include replacement of a portion of the existing gas piping or a replacement of the leaking fitting, depending on the condition found.



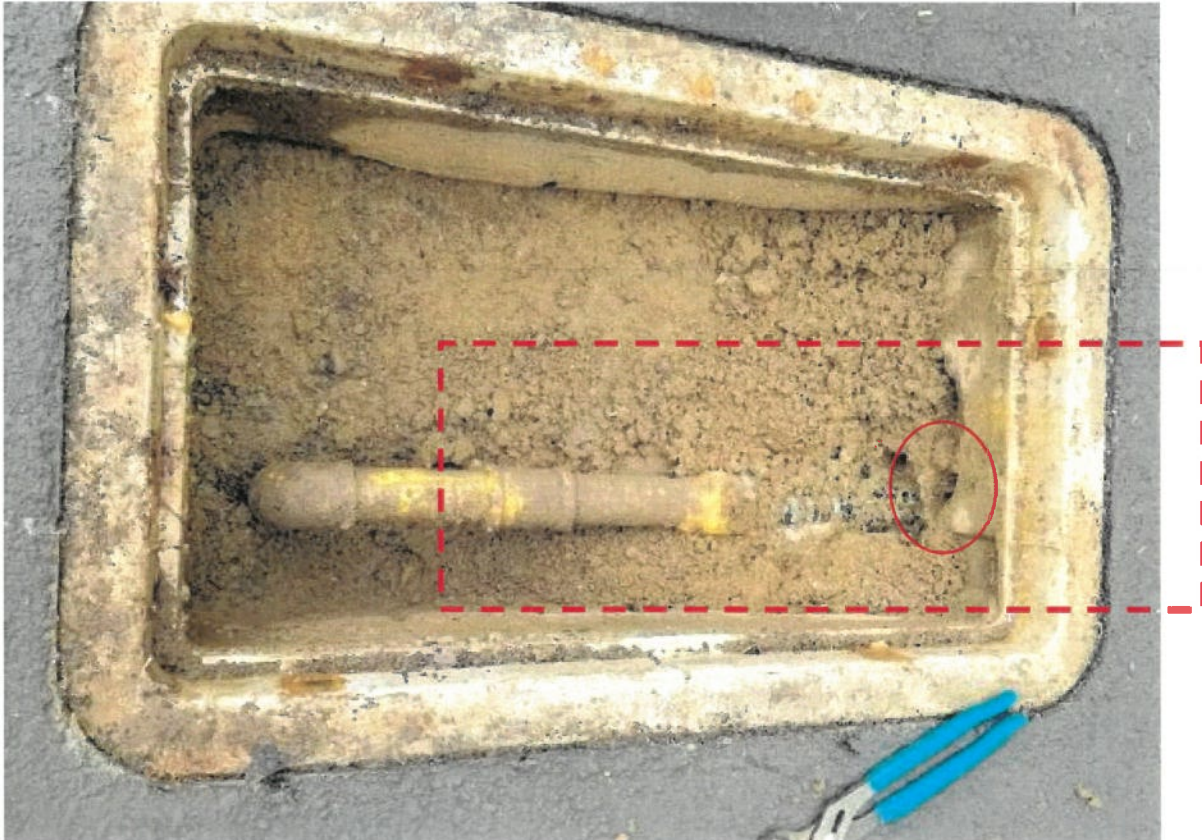
### **Inclusions**

- a. Work was performed during regular work hours (7:00 AM - 4:00 PM; Monday through Friday), with some work off hours (gas shut-downs)
- b. MBS Engineering to pressure test all installed piping..
- d. MBS Engineering to provide all equipment necessary to complete scope of work.
- e. MBS installs all underground PE gas pipe following PG&E Gas Design Standard D-34 standards and procedures.
- f. MBS installers PG&E trained and certified in Iron Pipe welding for use with natural gas piping following utility standards and procedures.
- g. Factory certified and trained gas regulator and gas meter mechanics.

### **Exclusions**

- a. Permits, fees, and bonds are excluded.
- b. The natural gas systems will be shut down and the gas appliances must be turned off.
- c. It will be each site's responsibility to relight gas appliances.
- d. MBS is not responsible for any leaks upstream or downstream of our work.
- e. MBS is not responsible for any gas appliance(s) that will not relight after shutdown.

F4



E2





## Phases Totals

Description	Total	Job
14010-E2 Gas Leak Investigation - E2	\$3,257.25	45.68%
14010-F4 Gas Leak Investigation - F4	\$3,873.00	54.32%
<b>Total Estimate</b>	<b>\$7,130.25</b>	<b>100.00%</b>

## Payments

*OK*  
*Alvaro Meza, CBO* 08/6/2019

(a) Applicable Law: This contract shall be governed by the laws of Santa Clara County, The State of California, and any applicable Federal Law.

(b) Insurance: A current insurance certificate for MBS Engineering will be on file with Gilroy Unified School District and will be listed as additional insured.

(c) Payment Terms: Net 15 After Completion