Revised: 5:05 p.m. 10/29/19

FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District – Board Room 1:30 p.m.Thursday, Oct. 31, 2019



1.

	ITEM	PAGE#
A.	Approval of minutes: Oct. 4, 2019	1-7
B.	Time certain, 1:30-2 p.m.: Gilroy HS FFA reps and Angie Gruys, from Santa Cruz County Resource	8-24
	Conservation District, about farm grant proposal	0-24
C.	Time certain, 2 p.m.: Update from Schneider Electric	25-28

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE#
A. Furniture update	Brownell MS	KI	\$1.5M	Measure E	N/A
B. Modernization update	Brownell MS	Flint	\$70.8M	Measure E	N/A
C. Pool renovation update	Gilroy HS	Western Water Features	\$5.8M	Measure E	29
D. Portable demolition	Gilroy HS	Randazzo, Inc	\$370K	Measure E	N/A
E. MAAS contract	All	MAAS Inc.	\$60K	Measure E	N/A
F. Hot water heaters for showers	Gilroy HS	TBD	TBD	TBD	N/A

3. MAINTENANCE (DAN MCAULIFFE)

	ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE#
A.	Parking lot gates	Mt. Madonna HS	ASI	TBD	RRM	N/A
В.	Parking lot gates	Rod Kelley ES/library	ASI	TBD	RRM	N/A
C.	Landscaping	Gilroy HS: 10th Street mounds & greenhouse fence line	Greg Bozzo Landscape	TBD	RRM	N/A
D.	Restroom repairs UPDATE	Christopher HS	*Insurance claim ATI, EnviroScience and Plumbing America	Cost of plumbing fixtures and water supply	RRM	N/A

Revised: 5:05 p.m. 10/29/19

E.	Pool pump VFD replacement	Christopher HS: Main pool	Gary Cockel	\$8,412	RRM	30-32
F.	Stadium bleacher maintenance/service	Christopher HS & Gilroy HS	FaciliServ	Christopher HS: \$2,189, Gilroy HS: \$3,897; plus tax and \$486 service fee	RRM	33-47

4. OTHER PROJECTS/FACILITY ISSUES AT SITES

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

NEXT MEETING: 9:30 A.M. FRIDAY, DEC. 13, 2019

FACILITIES SUBCOMMITTEE MEETING

9 a.m. Friday, Oct. 4, 2019

PRESENT

BC Doyle
Dan McAuliffe
Alvaro Meza
Paul Nadeau
Anna O'Connor
James Pace
Linda Piceno

MEETING CALLED TO ORDER: 9:07 a.m.

APPROVAL OF MINUTES

- BC Doyle made the motion to approve revised minutes; Linda Piceno seconded.
- All in favor.

TIME CERTAINS

JOE VELA, AEDIS ARCHITECHS: COLORS FOR BROWNELL MODERNIZATION PROJECT

- Kudos on ground-breaking ceremony.
- From last meeting: This group didn't like orange or wave-finding with multiple colors.
- From Joe's presentation:
 - The options exteriors and interiors. One option in red accent throughout, one with multiple accents (red/blue/green), one without.
 - o Recommends having a bit of color in trim, carpet accents.
 - Joe: We came back and have the carpet manufacturer take the orange out of the carpet.
 The three other colors are in there.
 - Keep in mind the colors are paint accents so they can be painted over in the future if styles or tastes change.
 - Science and maker spaces will have the color flowing through in accents.
 - o Library space: River of color is brought in here. But darker colors.
 - Office: The trapezoid accents are plastic accent pieces.
 - Committee prefers the sample vs. the sample shown in the presentation.
 - Joe: It doesn't have to be trapezoidal. It can be a different shape: more linear.
 - What if this became a word ("Bruins"/"Brownell"/sayings/bear paw) instead of the trapezoid?
 - The carpet in the lobby would be a different pattern. But that's just in that space.
- Linda: Is this is colored concrete? I'm concerned what it looks like as it ages.
 - It's colored/painted asphalt. We've used it multiple sites in the area. It's a great product. It
 helps with lower the heat absorption. It has a sanded finish that helps with traction in the
 rain. Joe will get Dan in touch with the vendor to go over maintenance of this surface.
 - o Paul: The City of San Jose has this material for the green bike lanes in the city.

- o Dan: I think it'll be a good choice. It'll be maintainable and easily repairable.
- Next steps/wrap up: The committee approves wave-finding in multiple colors inside and outside the buildings. Aedis will work on some small modifications to the lobby accents.

FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

BROWNELL MS: MODERNIZATION PROJECT – TRENCHING UPDATE

- Within project budget, from Measure E.
- A lot of the inter-hookups with the city is happening.
- Project is about 10 days behind but it's an optimistic delay.
- Project manager Dan Bright is sending a weekly photo diary every Friday.
- Encroachment fees have been paid with the city.
- The city wanted us to add eight ADA ramps that are across the street in a shared-cost plan. We had a meeting with the city to explain that this isn't something the district can't do with bond money. Paul asked for city policy to see why this is required. This hasn't been received as of this meeting.

GILROY HS: UPDATE ON POOL PROJECT

- Information only.
- Within project budget.
- Western Water Features is bringing in equipment and fencing. Worked out a good solution for fire access.
- Demo will start Monday morning. A lot of equipment has been dismantled.
- Gators are moving their storage items.
- Conex box is turned over to contractor for storage. In return, they'll move the box out to the edge of the campus.
- Contractor is setting up a camera with district access. We'll be able to check in on progress and perhaps a web link. They'll be flying a drone to record progress. They have permission. They will try to do this in after-school hours.
- They want to get it all out and pool reshaped before Thanksgiving.

GILROY HS: UPDATE ON PORTABLE PROJECT

- Information only.
- The area is draped and fenced. Equipment removed.
- Air quality report is approved.
- Lots of utilities under the portables are feeding other areas. We went to make sure that the transformer isn't feeding the math building.
- We have a quote to remove the portables and asphalt removal.
- We have the schematic drawings for the architect's first proposal for that area after the proposal are removed.
 - Circular pads are alcoves, not seats.
 - Trees would be set up for seating areas, to be determined later.
 - The goal is to carry on the landscaping in the math building area. Not turf, but mix of tan bark, native grasses, etc.
 - Gate would be replaced for a larger one.
 - The long path is an ADA path. 48-inch wide. Can be wider.

- Building will be down as soon as possible. The landscaping won't be complete until later in the school year, though.
- James Pace: Bottle filler is outside the gate. Can a water filler be placed here?
 - Dan: We already have filler going on G building (MPR) already. We can put another one in this area as well. The status of this project is that about half the sites have bottle fillers installed. Goal is to get one each site.
- Next steps: Committee will review and provide feedback on initial plans for landscaping.

MAINTENANCE (DAN MCAULIFFE)

ADB ES: PORTABLES ON FARRELL AVENUE

- About \$24,800 out of RRM.
- Four buildings all together. Sidewall is severely damaged on first two buildings. Needs to be reframed interior and exterior. We can repair sidewall.
- They're not being used.
- Alvaro: Let's not invest in them until we know what will happen with this site.
- If we are even contemplating this, we need to have a mold test.
- Next steps: Get a mold test and then we can make a decision on what to do with these.

MT. MADONNA HS: TREE REMOVAL

- \$14,980 out of RRM.
- Large pines at back of campus.
- Source of problems in maintenance for clean-up and pests. It's a detriment to the site.
- The city has OK'd the removed. We'd replace with better trees for that area.
- Next steps: This will go to the board for approval.

SOLORSANO MS: OAK TREE

- \$5,000 out of RRM.
- Large tree hitting street lights. It needs to be structurally pruned down to reduce weight.
- Linda: When did arborist check our trees?
 - Dan: Four years ago. We've been trying to keep up on others as they've come up.
- Next steps: This will go to board for approval.

GILROY HS: SWAMP COOLER FOR KITCHEN

- \$13,996 from RRM.
- 14 years old. Sole source of cooling for this area. Supplemental a/c is available here but it's not enough.
- No repair at this point. Replacement is our only option.
- Gutters have been damaged from leaking of this device.
- Swamp cooler is best choice for this area because it would be too expensive to retrofit something else for another device.
- Next steps: This will go to the board for approval.

GILROY HS: GUTTER

Option 1: \$3,980 for repair.

- Option 2: \$6,423 for replacement.
- Dan recommends replacement. The repair would be fix for seven-eight years.
- Gutters damaged from leaking swamp cooler.
- Next steps: This will go to the board for approval.

CHRISTOPHER HS: POOL FILTER SYSTEM CONTROL

- Initial quote: \$8.761.21, repair; \$43,304.84, replace from RRM.
- Dan will come back with other options at a future meeting.
- Next steps: This issue will need to be addressed in the future but Dan will come back with information from additional vendors.

SOLORSANO MS: MARQUEE REPLACEMENT

- \$40,119.51 from RRM.
- It's expensive because it's two-sided. If you go with a one-sided marquee, one blank side would be facing traffic one way or the other.
- We're limited to staying where this is now. If we choose another place on the site, it would be subject to DSA review.
- I.T. is recommending with staying with this vendor because they've been good with other
 marquees and signs in the district. Daktronics is responsible for new marquee at Gilroy HS and
 scoreboards.
- Next steps: This will go to the board for approval.

RUCKER ES: TILES

- Parent Club wants to continue with wall tile.
- DSA inspector has OK'd as long as they don't go higher than 8-feet high.
- Thin set over the existing plaster.
- Next steps: This is OK to continue.

EL ROBLE ES: SIDEWALK WALK

- \$12,144 from RRM.
- Complaint that came in from Inspector found a trip spot at exit.
- Mainly focusing on exit driveway. Area that is backing up to garbage area.
- Another area needs to be addressed but it's the city's responsibility. The city is out of money, though.
- Safety issue, not urgent but Maintenance would like to get work scheduled during a break.
- Next steps: This will go the board for approval.

CHRISTOPHER HS: ASPHALT AND WALL REPAIRS NEAR STADIUM

- \$26,000 from RRM.
- Failure of retaining wall near stadium. Water intrusion has damaged the area, including the wall and asphalt.
- Dan will research to see if we can hold original contractor accountable. He'd like to keep that on the back burner while we investigate.
- Next steps: This item is on hold while Dan and team investigate.

CHRISTOPHER HS: STORM DRAIN

- \$1,400 from RRM.
- Damaged during construction of stadium.
- Simple repair is at minimal cost. There's a larger, more expensive option to fix that would be ten of thousands of dollars. Dan doesn't recommend the more expensive option.
- Relatively remote area of campus, southwest corner of the stadium.
- Next steps: This committee approves this repair.

SOLORSANO MS: CAMERA REPLACEMENT

- \$8,445 from RRM.
- Four cameras are down on campus.
- I.T. is reviewing this to make sure we're good with continuing with this vendor. Dan would like to go the board with I.T.'s best recommendation.
- These cameras are not vital but they're 180-degree cameras.
- Next steps: Item is on hold pending I.T.'s recommendation.

CHRISTOPHER HS: REPAIRS TO PORTABLE RESTROOMS

- Less than \$5,000 from RRM.
- Waterless urinals caused the damage.
- Insurance is covering remediation and repair. They're not covering replacement of fixtures, though. Dan proposes two ultra-low flush urinals at about \$1,200 each.
- Closed until this is done. It may be a couple months because complexity and multiple vendors.
- Next steps: Committee approves this repair as a ratification.

GILROY HS: CULINARY KITCHEN

- Information only.
- New equipment has been installed. Fire system has been re-serviced. Once finished, it will up to compliance.
- We had an excess of equipment, though, that's been resolved.

GILROY HS: WOODSHOP

- Maintenance was asked to install a router table. It requires special power that isn't available in that building.
- Linda: The only reason I see us keeping this is if this is something can be used to make money for the program? Is feasible to return this and get one that is compatible?
- Alvaro: Let's see if this can be returned.
- Next steps: Dan will investigate if the table is returnable.

SWANSTON PS: TOILET REPLACEMENT AND DRINKING FOUNTAIN REMOVAL

- Site has requested change out of child-size toilet to a standard-size toilet.
- The site is also asking for removal of fountain in the lobby. Site staff says too much water ends up on the floor. It was planned spot for the water-filler. Dan is reluctant to remove a fixture.
- James: Can we add a mat there to prevent slippage?
- Dan suggests putting in the bottle filler but turn off the drinking fountain part to help with the spilling.

Next steps: Maintenance will put in a bottle filler and shut the fountain off. Add a mat.

GILROY HS: EGRESS GATES

- Five escape gates. Biggest change: We can rework the gates at front entrance with removal post with two gates with panic hardware. Signage on all gates as an emergency exits.
- For some of the gates we proposed egress gates only, we will have to put in 6x6 concrete pads to be DSA compliant.
- Dan, Paul and Alvaro walked the campus with the assistant fire marshal to review exits. We're in compliance but we can improve the exit access.
- Christopher HS is already done. We'll review the next three big schools for possible improvements.
- Dan: We can put alarms on these exits, if we find that they become problem with students using this to leave campus.
- We do have an option to put on self-closers. But Dan doesn't recommend having to do that.
- Next steps: This is approved to go the board as a ratification.

GLEN VIEW ES: BLACKTOP REPLACEMENTS

- \$86,160 from RRM.
- EF&S Concrete is the vendor.
- This is an urgent safety issue that needs to be addressed.
- The area is near eating area and fire entrance off Eighth Street.
- Asphalt is severely deteriorating and delaminated.
- Vendor can immediately start and in phases.
- Next steps: This is approved to go the board as a ratification on Oct. 17.

CHRISTOPHER HS: WOOD SHOP

- Update/information only.
- Maintenance is working on dismantling the shop.
- Teacher has informed Maintenance that two new machines (new \$20,000 planer and 45,000 plasma cutter) have been ordered and are ready for installation. These were purchased without the Maintenance department's knowledge. These machine would require new power and new ducting.
- Linda and James: What is the policy for this?
 - Alvaro: Maintenance should be able to review these requests.
 - o Dr. Flores: We will talk about this in cabinet Monday. The proposal would be that anything purchased through CTE has to be reviewed by cabinet.
- Next steps: Dan will investigate if these new machines can be returned.

GILROY HS: LANDSCAPING AT 10TH STREET AND GREENHOUSE FENCE LINE

- Information only.
- Dan is reaching out to landscaping contractors to rework those mounds with materials that are maintainable and sustainable. He'd like to make sure vendor can maintain it for three months to make sure it survives. Maintenance doesn't have the manpower to take this on.
- Linda: Can we get someone to "adopt" the area?

GILROY HS: TRANSFORMER CHANGE OUT

Information only.

- No hiccups for this transformer change-out. Power was shut down for six hours.
- Alvaro: Schneider Electric strongly advised us to check in PG&E and Rucker about a meter that hasn't charged us for usage.
- The city is our watch dog. The city watches our water use, thanks to the smart meters in use.

LAS ANIMAS ES: GARDEN CLEANUP

- A church group has proposed cleaning up the garden area at this site.
- Next steps: On hold Dan is still waiting for more info.

LAS ANIMAS ES: CLOCKS

- Quote is \$12,541.20 from RRM.
- Whenever clocks go down, the protocol is to replace the built-in clocks with atomic clocks.
- Mrs. Reyes requested 52 replacements. The electrician confirmed that it's that much.
- Dan does not recommend total replacement of entire system: clocks, bell, P.A., etc. The system is not trustworthy. Another system entirely may be the best option.
- Short-term solution: The atomic clocks will be the replacement options one-by-one.
- Long-term solution: Consider a new system to replace failing system overall with something that's more accurate, and easier to maintain and repair.
- Next steps: In review with I.T. to see if it another option is more viable.

ALVARO MEZA'S ITEMS

SOUTH VALLEY MS MODERNIZATION COMMITTEE

- Alvaro wants the committee's direction on whether to use the lease-lease back model for South Valley MS.
- Paul will start to get the RFQ ready.
- Lease-lease back has been working well at Brownell. The recommendation is to go with this for South Valley MS.
- Team has to be organized soon. The committee and design process will take about a year.
- Lots of issues to consider beyond building design: traffic, neighboring district sites (transportation, etc.).
- Next steps: The team will be assembled soon. The RFQ will go to the board soon, perhaps as soon as the second meeting in November.

OTHER PROJECTS/FACILITY ISSUES AT SITES

- South Valley MS: Fences are completed. The fields are more secure and less foot traffic through the area.
- On Club Drive: Pile of dirt is being covered for the winter. Flint has said that they may need additional dirt after trenching is done for Brownell MS.

MEETING ADJOURNED: 11:25 a.m.

NEXT MEETING: 1:30 p.m. Friday, Oct. 31, 2019

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY ACCESS AND GRANT MATCH AGREEMENT

This Access and Grant Match Agreement ("agreement") is made and entered into by and between the Santa Cruz County Resource Conservation District ("RCD") and Gilroy Unified School District (collectively "Landowner") on June 24, 2019.

WHEREAS, Landowner owns the Property located at **9070 Kern Ave, Gilroy, CA 95020**, California, APN **790-170-01** more particularly described on **Exhibit "A"** (the "Property") attached hereto and incorporated herein

WHEREAS, the RCD's mission is helping people protect, conserve, and restore natural resources through information, education, and technical assistance programs; and,

WHEREAS, Landowner is interested in authorizing the RCD or its contractors to implement a resource conservation project on the Property (the "Project"). A description of the Project is attached hereto as **Exhibit "B"** and incorporated herein.

WHEREAS, the RCD has received grant funding from the **State Water Resources Control Board Agreement No. D1513301** (the "Funding Agency") **to reduce fecal coliform and sediment into the Pajaro River watershed from small livestock facilities**; and,

WHEREAS, to be eligible for grant funding, Landowner has agreed to provide access to the Property, to provide matching funds in accordance with **Exhibit "C"**, attached hereto and incorporated herein, and to provide other materials and/or services as described in **Exhibit "C"**.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1) Legal Framework. This agreement shall be read in conjunction with the following documents (collectively, "Contract Documents") which constitute the legal framework of this agreement and are incorporated herein by this reference:

Exhibit A	Legal Description of Landowner's Property
Exhibit B	Project Description
Exhibit C	Match Requirements
Exhibit D	Grant Conditions
Exhibit E	Maintenance Obligations
Exhibit F	Landowner's Insurance Certificate

Landowner shall provide those services, funds, materials or other consideration (the "Match Requirements") as set forth on **Exhibit C**. Landowner shall comply with all applicable Grant Conditions as set forth on **Exhibit D**. Landowner shall provide all maintenance obligations as set forth on Exhibit E. Landowner shall provide evidence of insurance naming the RCD as an additional insured as shown on **Exhibit F**.

2)	Term. This Agreement shall remain in effect from the date of this Agreement through the useful life of the project. "Useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented. Landowner hereby consents to the construction of the project on the Property and agrees to abide by all Grant Conditions, permit conditions, mitigation monitoring programs and maintenance obligations relating to the project.
	Landowner/Lessee agrees to commit to an agreed upon level of maintenance (Exhibit E) of the project for its Useful Life defined in the Term condition of this agreement(<i>Please Initial</i>)
	If Landowner is an individual, I certify I hold legal title to the Property(Initial if applicable)
	If Landowner is not an individual, but is instead a legal entity such as a corporation, partnership, trust etc., I certify that such entity holds legal title to the Property and that I have the full authority, including written proof to sign for the entity (<i>Initial if applicable</i>)
	If Landowner is a lessee, I certify that I have written permission from the actual Property owner to implement this project and will provide evidence of this permission to the RCD and that as the lessee I am responsible for maintaining the project(Initial if applicable)
	Reporting to applicable regulatory agencies that provided permits or opinions for the Project and/or specific grant requirements pertaining to the disclosure of the property location may potentially include the following (refer to checked boxes):
	 ☑GPS Coordinates ☑Applicable Permits ☑Landowner Agreement ☑Project Designs ☑Photo Documentation (Before, During, and After) ☑Pre-scheduled site tours ☑Signage ☐Water Quality Monitoring ☐Other
3)	Access. Landowner shall provide to the RCD, the funding agency, their designated agents or anyone authorized to perform tasks on their behalf, prompt, full, and unimpeded access to the Project area of the Property before, during and after Project implementation and completion for the effective period of this agreement for the purpose of managing the Project and monitoring Project progress and success. Landowner shall grant access for such purposes upon reasonable notice and such permission may not be unreasonably withheld. For the useful life of the Project, the Landowner shall also provide all information and documents which are relevant to Landowner's obligations for the implementation and maintenance of the Project as described in Exhibit "C" and "E": hereto/

4) Photographs. Landowner agrees to allow for "before and after" photographs to be taken of the project. Landowner's specific location will not be publicized in articles written about the Project without prior consent of Landowner. Instead, readers will be directed to contact a local agency for more information or to set up an appointment.

- 5) Site Visits. Landowner agrees to allow site visits to community members with an expressed or demonstrated interest in water quality and water quantity improvements. Any visits will be on an appointment basis as reasonably approved by Landowner. Such visits shall be available for the Useful Life of the Project. Visits shall be by invitation only.
- 6) Public Tours. In addition to site visits, Landowner agrees to allow for up to one total (1) prescheduled public site tour for community members with an expressed or demonstrated interest in water quality projects or representatives and/or agencies involved in the Project to view the Project site. Site tours may consist of the site being open to the public for no longer than an eight-hour period of time on a set day. Landowner and a representative of the RCD or an agency involved in the Project shall be present to either offer tours of the site or be available to answer questions from visitors. Landowner's address may be advertised for these site tour days. Such advertisement shall be made to a targeted community audience by RCD or Agency website, newsletters or similar targeted means and not by general circulation media such as newspapers or television.
- 7) Visitor Releases. Except for employees or contractors of the RCD and employees of another public agency who are visiting the Project site in the course of their employment, no visitors shall be allowed on the Property for a site visit, public tour, or any other purpose without first signing a wavier and release of liability, in a form approved by Landowner in writing, prior to such visit.

 ____(Initial if release required)
- 8) No Assumption of Risk. The RCD does not assume any risk or responsibility whatsoever for any costs, damage, liability, injury, or other possible adverse effects relating to the project, except as caused by the negligence, errors, omissions or willful misconduct of the RCD, its officers, agents, employees, and volunteers
- 9) Landowner's Insurance. Landowner shall take out and maintain during the construction, monitoring, and maintenance of the Project, general liability insurance with limits of no less than One Hundred Thousand Dollars (\$100,000) per incident for the Useful Life of the Project, unless otherwise approved by the RCD.
- 10) Defense and Indemnification.

Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses that such Party may suffer, sustain or become subject to as a result of the indemnifying Party's negligence or willful misconduct in connection with this Agreement.

11) No Recourse. Landowner shall have no recourse against the RCD for further financial support or assistance except as expressly set forth in the Contract Documents.

12) Dispute Resolution.

- a) Mediation. The RCD and Landowner agree to mediate any dispute or claim arising between them out of this agreement before resorting to arbitration. The mediation fees shall be divided equally between the parties.
- b) Arbitration. Any dispute or claim in law or equity arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration in accordance with

Part III, Title 9, of the California Code of Civil Procedure (commencing with Section 1280), and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. Whenever possible, the arbitrator shall be a retired Superior or Appellate Court Judge or Justice, or someone of equivalent knowledge and experience and the arbitration proceeding shall take place in Santa Cruz County. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedy, shall not constitute a waiver of the right to arbitrate under this provision.

- 13) Implementation. Landowner agrees to abide by the following general principles relating to the implementation of the project:
 - a) Reasonableness and Good Faith. Whenever this agreement requires the Landowner to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed.
 - b) Cooperation. The parties shall take all appropriate and necessary measures to ensure fulfillment of the obligations and objectives arising out of the Contract Documents.
 - c) Information. The parties agree to provide all information necessary for the compliance with the Contract Documents and to apply the highest degree of transparency and accountability.
 - d) Adverse Circumstances. The parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of the Contract Documents.
 - e) Representation and communication. All communications to Landowner concerning this agreement shall be directed to the party who signs this agreement on behalf of Landowner, unless otherwise instructed in writing by Landowner.
 - f) The parties obligations and rights under this agreement are intended to be consistent with the parties' rights and obligations set forth in the Grant Agreement between the California Department of Water Resources, the RCD, and others dated on 09/26/2014.
- 14) Entire Agreement; Amendments. This agreement and all exhibits referred to in this agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties relating to the project and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this agreement. This agreement may be amended only by an agreement in writing signed by both the Landowner and the RCD.
- 15) Partial Invalidity. If a court or arbitrator of competent jurisdiction holds any agreement clause to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected.

- 16) Time is of the Essence. Landowner expressly acknowledges that grant funding expires on **December 31, 2019** and therefore time is of the essence of this agreement and each of its provisions.
- 17) Open Records. All books and records of the parties shall be open to inspection and audit upon reasonable notice for any purpose related to this agreement.
- 18) Further Documents. At any time and from time to time during the term of this agreement as well as following completion of the project, each party shall execute and deliver (and acknowledge before a notary public where necessary) such documents as the other party may reasonably request or as are necessary to carry out and give effect to the purposes and intent of this agreement.
- 19) Counterparts. This agreement may be executed in one or more counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.
- 20) Negation of Agency or Partnership. This agreement shall not be construed as making either party an agent, partner or joint venture of the other party.
- 21) Governing Law and Venue. This agreement shall be deemed to be made under, and shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY	GILROY UNIFIED SCHOOL DISTRICT
Date	Date
Signature	Signature
James G. McKenna, President, Board of Directors	Alvaro Meza / Assistant Superintendent alvaro.meza@gilroyunified.org
820 Bay Avenue, Suite 136 Capitola CA 95010 95020	7810 Arroyo Circle Gilroy, CA

Exhibit A Legal Description of Landowner's Property

Property where the project will take place is located at 9070 Kern Ave, Gilroy, CA 95020

APN 790-170-01

Exhibit B Project Description

This project will reduce the potential for manure pollutants to enter local waterways by composting manure and redirecting roof runoff away from livestock paddocks and pens.

Project one; Compost Facility

In partnership with the Gilroy FFA and University of California Cooperative Extension, will construct a two-bin aerated static livestock manure composting system that uses blowers powered by an off-grid solar array with battery backup.

The compost bin portion of the project has already been constructed. The remaining portion of the system include installation of a solar array and battery system that will run a blower. RCD will contract with a licensed contractor to install the solar array and provide an operations and maintenance manual. The will also contract with a licensed contractor to obtain any required permits for the system. **Permits may need to be signed by the Landowner**.

Project two; Roof Runoff System

This project includes the installation of a roof runoff management system that consists of a gutter and downspouts that will reduce concentrated runoff through livestock paddocks and pens. The RCD will purchase the materials for this project and the Landowner will install the project.

Exhibit C Match Requirements

In-kind and cash match has already been provided for the construction of the compost bins that are already installed. This match was through a grant and other assistance in cooperation with the University of California Cooperative Extension (UCCE) and FFA Volunteers.

The Landowner agrees to install gutters and downspouts that will be purchased through the grant as in-kind match. The Landowner will provide either the number of hours that Landowners employees contributed installing the system or documentation the notes the cash equivalent of the employees times spent installing the project.

Exhibit D Grant Conditions and Special Conditions

Selected Grant Conditions from RCD and State Water Board Grant Agreement D15113301

- 8. COMPLIANCE WITH LAW, REGULATIONS, ETC.: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
- 11. CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT: The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
- 21. INSPECTION: The State Water Board, the Bureau of State Audits, the USEPA, the Office of Inspector General, or any authorized representative of the foregoing, shall have suitable access to the Project site or Project records at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
- 22. INSURANCE: Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
- 24. NO THIRD PARTY RIGHTS: The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.
- 26. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division. For purposes of this Agreement, "operation costs" include direct costs incurred for

material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

Selected Grant Conditions from RCD and State Water Board Grant Agreement D15113301

- 13. The Grantee shall assure that any management practices implemented as part of this grant shall be properly maintained for the intended purposes during its life span. Operation includes the administration, management and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice. This condition applies to all sub-awards funded in whole or in part with grant funds disbursed hereunder. The State Water Board and USEPA retain the right to inspect a practice to ensure this condition is met, and to request a refund if it is not.
- 14. The Grantee certifies that this Project will implement activity/ies that contribute to reduced pollutant loads as called for in an existing TMDL or a TMDL that is currently under development. http://www.waterboards.ca.gov/water_issues/programs/tmdl/index.shtml.
- 16. The Grantee shall ensure the continued proper operation and maintenance of all management practices that have been implemented in accordance with *Natural Resources Conservation Service's Field Office Technical Guides* (see Appendix B) or other appropriate standards.

Exhibit E Operations and Maintenance Obligations

The Landowner agrees to operate and maintain the aerated compost system and solar powered blower in accordance with the appropriate standards included in the operating manual provided by the manufacture and solar installer contracted by the RCD to install the solar system. The compost system must not drain or leach manure into a waterway. The system must be maintained and repaired as needed based on the conservation practice service life specified in the Natural Resources Conservation Service Conservation Program Manual. The useful life of the Composting Bins is 15 years in accordance with the practice lifespans 2012-12-CA-1.

Compost Bin Maintenance:

Batteries: The expected the battery life is five (5) years, but no more, due to constant cycling. The current design over-sizes the PV, and batteries, by a factor of 3-4, which reduces the depth of discharge of the batteries to extend operating life. Batteries will need to be replaced as needed with an estimate replacement battery cost of \$300-\$500 in parts, with no specialized labor required.

Solar Panels:

Solar panels can be cleaned with a paper towel, or shop towel, using any off-the-shelf glass gleaner. Avoid using a pressure washer or caustic chemicals - otherwise, it's like cleaning a window. Cleaning frequency is determined by soiling - typically, dust and bird droppings. Cleaning is recommended weekly or monthly. If the system is not able to charge the batteries, it will stop operating the blower, to protect the batteries from damage.

The solar panels sold with the system are warrantied for three (3) years, though typical panel life is 10-25 years. Unless the panels are damaged, they simply produce less energy as they age - they do not simply stop working.

Roof Runoff Maintenance:

The landowner agrees to operate and maintain the roof runoff management practice for its intended purpose, for the useful life of (15-year minimum), and safety requirements. Maintenance shall contain, but not be limited to the follow provisions:

- Keep roof runoff structures clean and free of obstructions that reduce flow;
- Make regular inspections and perform repair and maintenance as needed to ensure the proper functioning of the roof runoff structure;
- Ensure that runoff does not contribute to erosion or soil degradation.

The Maintenance Obligations have been	explained to me by	RCD staff, and	I understand	and agree
to the maintenance obligations.				
(Please initial).				

Exhibit F Landowner's Insurance Certificate

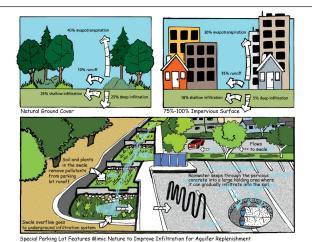
By initialing this page, landowner is confirming that they maintain the required insurance certification
Please note that the RCD can not issue any payment without an insurance certification.
(Please initial).

This Parking Lot Saves Water!

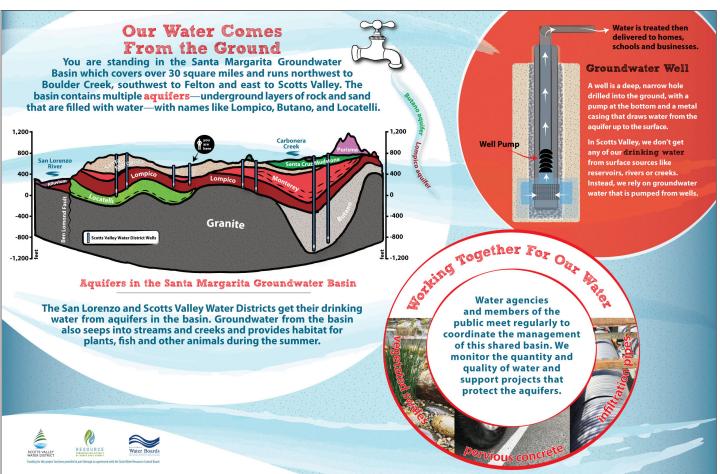
Before there were buildings, streets and parking lots in Scotts Valley, almost all rainwater soaked (infiltrated) into the ground. And some rainfall seeped deep enough to fill underground rocky and sandy areas called aquifers.

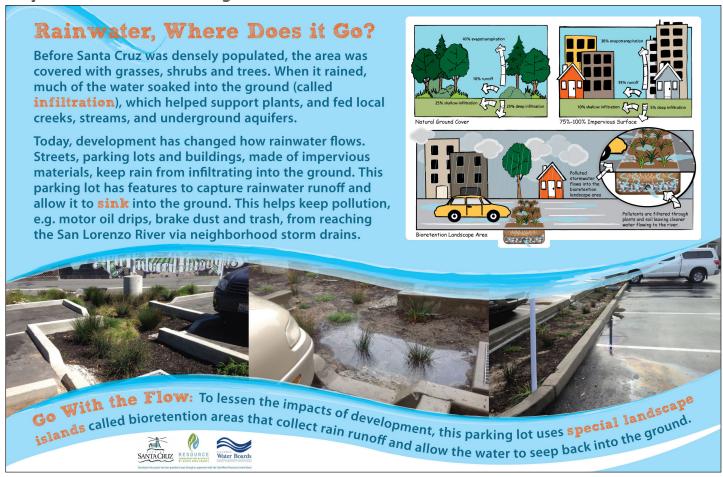
Today, much of the ground is covered with non-porous surfaces like rooftops, asphalt and concrete, that keep rainwater from reaching our aquifers. Since aquifers are the only source of fresh drinking water in Scotts Valley, we need to keep them filled.

This parking lot helps! Its special design directs water from the parking lot into planted, shallow channels, called swales. The plants and soil in the swales naturally clean the water then send it to a large chamber under the parking lot. Porous concrete also lets rain filter through to the chamber, which has holes in the bottom, so water can slowly sink into the ground and fill our aquifers.







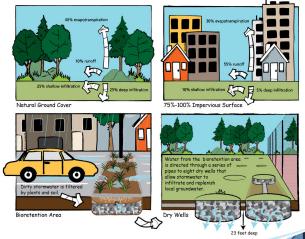


Brommer Park

Rainwater, Where Does it Go?

Before Live Oak was densely populated, the area was covered with grasses, shrubs and trees. When it rained, much of the water soaked into the ground (called infiltration), which helped support plants, and fed local creeks, streams, and underground aquifers.

Today, development has changed how rainwater flows. Streets, parking lots and buildings, made of impervious materials, keep rain from infiltrating into the ground. This parking lot has features that use nature to capture and clean rainwater runoff. The bioretention area at the center of the parking lot allows runoff to sink into the ground, where plants and soil work to remove pollutants like motor oil and trash. It's then sent to eight underground dry wells designed to move past the hard clay layer and recharge the groundwater aquifer.



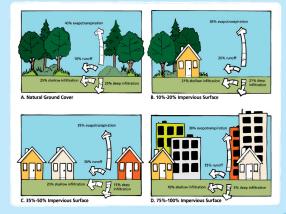


(bioretention area) and dry wells to collect rain runoff and allow the water to soak back into the ground.



Before Soquel was so densely populated, the area was covered with grasses, shrubs, and trees. When it rained, about 50% of the water soaked into the ground (called infiltration). Some of this water was used by plants and some provided summer water for the creeks and streams. Another portion went deep underground where it was stored in aguifers. Undeveloped natural flat areas (floodplains) along the creek edges also gave the water room to spread out and infiltrate into aquifers during storms.

Today, the area is filled with homes, streets, and buildings made of impervious materials like concrete and asphalt, that don't allow water to infiltrate into the soil. Altering of the landscape allowed the community to grow and thrive. But, some of the unintended consequences include reduced groundwater recharge, degraded wildlife habitat, and increased floods.





with the Flow: To lessen the impacts of development, site features can mimic nature by allowing runoff water to slow down, spread and sink back into the soil. Excess rainwater runoff is also directed to water to slow down, water to slow down, water to slow down, spread and back into the soil. Excess rainwater runoff is also directed to water to slow out, and sink back into the ground. The Heart of Soquel Park used special porous surfaces in the parking lot, plaza and trails that allow water to soak back into the soil. Excess rainwater runoff is also directed to vegetated areas. out, and sink back into the soil. Excess rainwater runoff is also directed to vegetated areas, called swales, allowing for additional infiltration.





You are standing in the 42 square-mile Soquel Creek Watershed. A watershed is an area of land where all of the rain that hits the ground is directed, both above and below ground, to a single major creek or river.

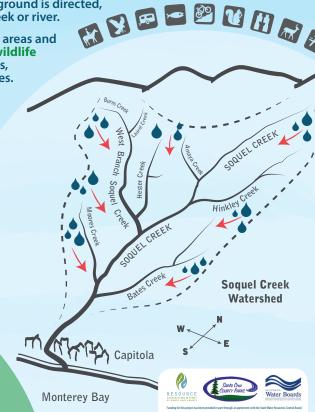
This watershed is a mix of urban, rural and wildland areas and supports many important uses from recreation to wildlife habitat to water supply. Hikers, equestrians, anglers, bicyclists, and soccer players all enjoy the open spaces. Many plants and animals, including endangered frogs and fish call the watershed home. Water in our faucets comes from rain that soaks deep into the ground then gets pumped out through wells. It's important to protect our watershed for the many benefits it offers.

Rain runoff in Soquel crosses rooftops and roads, picking up pollutants that end up in the creek and eventually in the Monterey Bay. Building techniques that mimic nature, like those here at the park, help clean the water before it reaches the creek and the ocean.



What Lies Beneath?

Deep underneath the watershed, water is stored in millions of tiny gaps between soil particles, much like a sponge holds water. This area is called an aquifer and is the source of drinking water for Soquel.

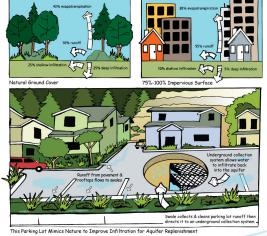


This Parking Lot Saves Water!

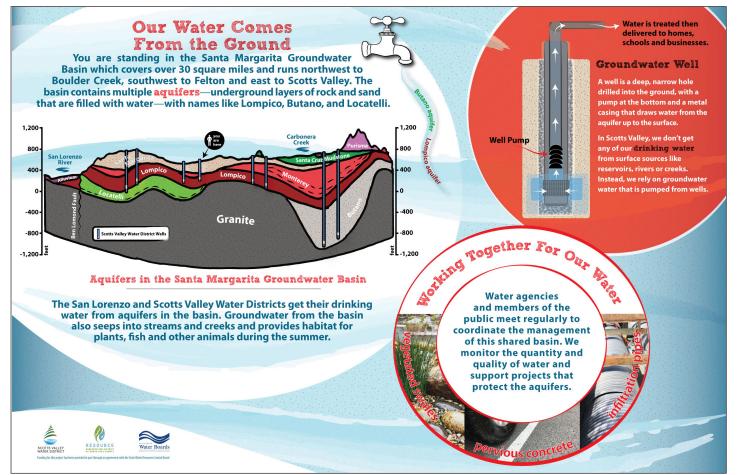
Before there were buildings, streets and parking lots in Scotts Valley, almost all rainwater soaked (infiltrated) into the ground. And some rainfall seeped deep enough to fill underground rocky and sandy areas called aquifers.

Today, much of the ground is covered with non-porous surfaces like rooftops, asphalt and concrete, that keep rainwater from reaching our aquifers. Since aquifers are the only source of fresh drinking water in Scotts Valley, we need to keep them filled.

This parking lot helps! Its special design directs water from rooftops and the parking lot into planted, shallow channels, called swales. The plants and soil in the swales naturally clean the water then direct it to a large chamber under the parking lot. The chamber has holes so water can slowly sink into the ground and fill our aquifers.











Gilroy Unified School District

Turnkey Energy Conservation Services – MidTerm Report v2

October 2, 2019







1.0 EXECUTIVE SUMMARY

The six areas of focus designed to enable Gilroy's mission and goals are shown below.

- > Optimize the learning environment to build skills and maximize student performance.
 - > Incorporate sustainability in both the facilities plan and educational curriculum.
 - > Support, promote, and champion the District's success and excellence.
 - Maximize funding opportunities.



District Mission

Preparing Students to Serve our Community as World Citizens in the 21st Century

2.0 SCOPE OF WORK

Opportunity	Antonio Del Buono ES	Ascension Solorsano MS	Christopher HS	Dr. TJ Owens Gilroy Early College Academy	El Roble ES	Eliot ES	Gilroy HS	Glen View ES	Las Animas ES	Rucker ES	District-Wide	No. Sites per ECM
3.0 Lighting												
3.1 Interior Lighting to LED												9
3.2 Exterior Lighting to LED												9
5.0 Water Conservation												
5.1 Irrigation												1
7.0 Other												
7.4 Emergency Power												1
8.0 Behavioral and Dashboards												
8.1 Energy Manager as a Service												1
Total No. of ECMs per Site	2	2	3	2	2	2	1	2	2	3	2	

3.0 Project Budget and Savings

ECM	Description	Price ¹	Annual Savings	OBF Incentive Amount	District Contribution	ROI
Interior Lighting Retrofit	Replace existing fixtures to LED	\$2,390,000	\$224,000	\$2,590,000	\$0	9.9
Exterior Lighting Retrofit	Replace existing fixtures to LED	\$200,000	\$33,000	<i>\$2,330,000</i>	Ų	3.3
Water and Irrigation Management	Irrigation Control, Water Optimization	\$105,000	\$44,000		\$105,000	2.3
Energy Manager as a Service	Includes, BAS Optimization, Site Shutdowns, M/V Support, etc.	\$66,252 ²	\$84,000	-	\$66,252	.8
Rucker ES – Emergency Power Generator	See section 2.2.4 from Booklet	Included in Water and Irrigation ³				
Totals		\$2,761,252	\$385,000	\$2,590,000	\$171,252	7.1

- 1 Pricing is subject to final design and sub-contractor proposals
- 2 Price includes 2-yr EMaaS contract
- 3 Assuming a \$85,000 budget

Project Estimated Value

\$2.762 Million

In Self-funding Capital Improvements

Projected Annual Savings

\$385K

Includes Energy Savings

Projected OBF Incentive

\$2.59M

Includes Estimated Loan Amount

Next steps would be to have PG&E Rep and Schneider Electric Team present to the Facilities Sub-Committee on Friday, November 1st. If support is given to obtain the On-Bill Financing 0% loan, then the PG&E rep would run a credit check. Schneider Electric will work with the PG&E engineers to submit the lighting bundle to apply for the loan. When the project has been installed, Schneider Electric will work to complete the post-installation paperwork. Once approved, PG&E will lend the money for the project and Gilroy USD will pay the interest free loan through a line item (Total Other Program and Service Charges – as shown on the example) on their monthly bill. Schneider Electric would be paid directly from PG&E after the project is completed and commissioned by PG&E.

Site	Fixture	Interior	Exterior	Total Site
	Count	Lighting Cost	Lighting Cost	Cost
Antonio Del Buono Elementary School	837	\$224,000	\$17,000	\$241,000
Ascension Solorsano Middle School	1,645	\$380,000	\$38,000	\$418,000
Christopher High School	3,267	\$743,000	\$16,000	\$759,000
El Roble Elementary School	799	\$181,000	\$34,000	\$215,000
Eliot Elementary School	785	\$184,000	\$23,000	\$207,000
Dr. TJ Owens Gilroy Early College Academy (GECA)	199	\$50,000	\$12,000	\$62,000
Glen View Elementary School	791	\$248,000	\$11,000	\$259,000
Las Animas Elementary School	855	\$206,000	\$21,000	\$227,000
Rucker Elementary School	609	\$174,000	\$28,000	\$202,000
Total	9,787	\$2,390,000	\$200,000	\$2,590,000

LED Lighting Savings

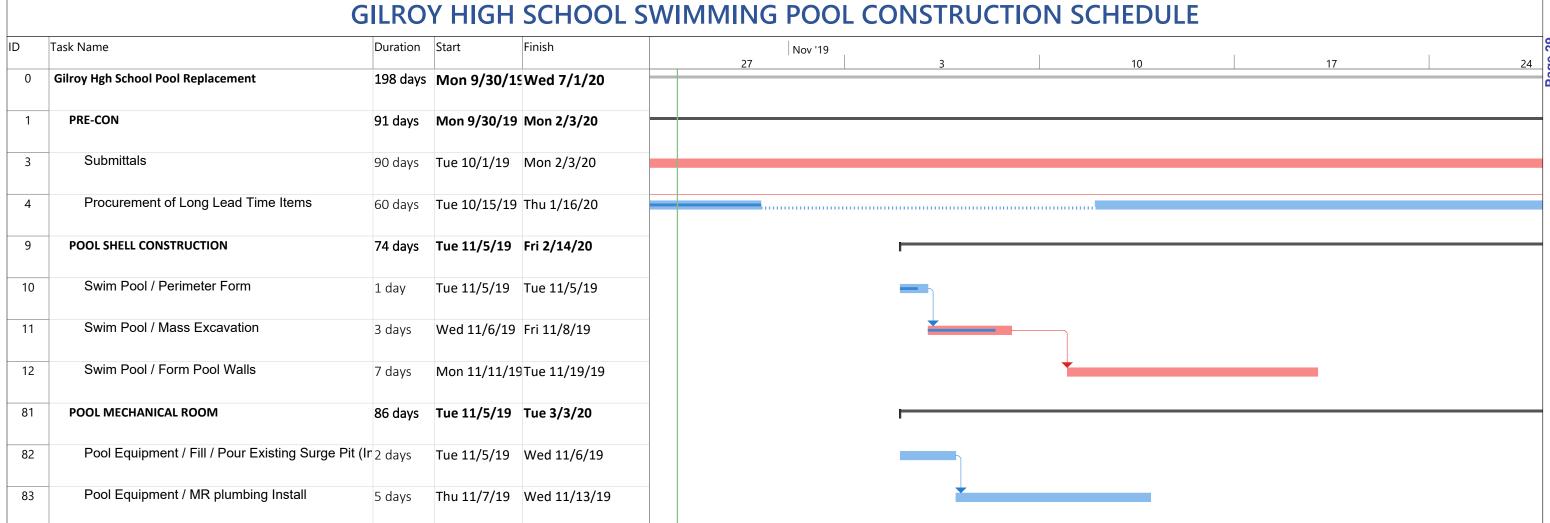
The baseline lighting energy was determined through a comprehensive site audit of the facility completed by our qualified subcontractors. The fixture type was noted along with the quantity of fixtures. This information was used to determine the lighting load (in kW). Interior and exterior run hours combined with the lighting load gave the baseline energy usage (in kWh) for each site. Energy savings in this project come from the reduction of the fixture wattage through a fixture retrofit. Once the kWh savings were determined, they were multiplied by the site's annual blended rate (\$/kWh value) to get the annual utility savings.

Site	Interior	Exterior	
Site	Lighting Savings	Lighting Savings	
Antonio Del Buono Elementary School	\$22,000	\$2,000	
Ascension Solorsano Middle School	\$26,000	\$1,000	
Christopher High School	\$91,000	\$5,000	
El Roble Elementary School	\$13,000	\$5,000	
Eliot Elementary School	\$17,000	\$6,000	
Dr. TJ Owens Gilroy Early College Academy (GECA)	\$7,000	\$400	
Glen View Elementary School	\$20,000	\$2,000	
Las Animas Elementary School	\$15,000	\$4,000	
Rucker Elementary School	\$13,000	\$8,000	
Total	\$224,000	\$33,000	

Energy Manager as a Service Savings

Estimates for savings were determined through the scope opportunities. Based on the possible services, the potential savings are as follows.

Scope	Savings Estimate
Utility M&V Services, Site Energy Optimization	\$10,000
Energy Shutdown Support	\$20,000
Irrigation Monitoring and Support	\$44,000
Pool Cover Management	
Existing Automation Support	\$10,000
Grant/Rebate Support	TBD
Total	\$84,000



Gary L. Gockel Christopher High School Main Pool VFD replacement

September 20, 2019

Mr. Dan McAuliffe Gilroy Unified School District Maintenance & Operations Manager 220 Swanston Ln. Gilroy, CA 95020

Dear Mr. McAuliffe,

The VFD at the Christopher High School main pool is needing replacement. The VFD intermittently shuts the main pool pump down resulting in NO heating and NO chemical sanitizers being added. The cause of the problem seems to be inherent to this device as another VFD used on the recreation pool doesn't have this issue.

I am providing information and pricing for two different units for your consideration.

- 1. The existing unit is an Emotron 25 HP, 460 volts, 3 phase. The cost for the same replacement unit is below.
- 2. For the last several years, I have been using the Danfoss unit for commercial swimming pool energy efficiency. I also increase the HP capacity as the bigger units seems to handle the motor loads and facility power fluctuations better. I am recommending the Danfoss unit as the replacement.

Scope of Work:

- 1. Remove and replace VFD with selected unit.
- 2. Reconfigure Aquatic Energy Management interface to new VFD.
- 3. Commission VFD to motor parameters.
- 4. Test and operate unit to ensure proper operation.

Costs	Danfoss 30 HP	Emotron 25 HP
Replacement VFD	\$4,940	\$6,970
Travel cost/Fuel 2 trips: Initial & Replacement	\$232	\$232
Travel labor	\$630	\$630
Overnight accommodations - Initial Troubleshooting	\$150	\$150
Overnight accommodations - VFD replacement	\$150	\$150
VFD equipment removal/install	\$420	\$420
VFD low voltage control re-wiring and commission	\$630	\$630
VFD high voltage re-wiring	\$420	\$420
Trouble-shooting of problem - Initial visit	\$840	\$840
Total estimate for project	\$8,412	\$10,442

Payment terms:

- No deposits or advance payment.
- Total due upon completion of installation and demonstration of completeness.
- Normal district terms.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigation complaints' against contractors if a complaint is filed within four years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, CA. 95826

Conditions & Disclosure:

- 1. Estimate includes material and labor for installation of supplied materials as noted above.
- 2. Estimated pricing is good for 30 days.
- 3. All work is above grade.
- 4. the above conditions exist or occur that would prevent a standard cord replacement.
- 5. Environmental Health Department fees, application and approval are included if required.

Time frame:

- 1. The estimated time for the change out is one day,
- 2. The pool will be down during this time.
- 3. The lead time is about 2-3 weeks for either model of drive.
- 4. Specific installation time is to be mutually agreeable.

Please feel free to contact me if any questions.

Gary Gockel
707-529-9432
422 Larkfield Center #259
Santa Rosa, CA. 95403
Certified Aquatic Energy Auditor
Certified Pool Operator (CPO)
Aquatic Facility Operator (AFO)
C-53 & C-61/D-35 License #785971
40 years of industry experience
Member: SPPA, AOAP, PHTA, BAPPOA
Over 2,400,000 kWh saved each year

Approved:		
Date:		



22 KW / 30 HP, 380 - 480 VAC, Three phase, IP55 / Type 12

No Mains Option, Graphical Loc. Cont. Panel, RFI Class A2 (C3), Not coated PCB, No A Option, No B Option, No C1 option, No D option, Standard Cable Entries, No adaptation, No brake chopper, Frame Size: B2

FC-202P22KT4E55H2XGXXXXSXXXXAXBXCXXXXDX



Bleacher Safety Inspection Report



Date:

September 12, 2019

District:

Gilroy Unified School District

Dan McAuliffe - Maintenance/Operations Manager
7810 Arroyo Cir
Gilroy, CA 95020

Inspection Date:

August 31, 2019

Inspections:

19-53965 Christopher HS, Football Home 19-53970 Christopher HS, Football Visitor 19-53975 Gilroy HS, Football Home 19-53980 Gilroy HS, Football Visitor





Table of Contents

SAFETY INSPECTION SCOPE:	
BLEACHER CODES AND STANDARDS	
19-53965 Christopher HS, Football Home	
19-53970 Christopher HS, Football Visitor	
•	
19-53975 Gilroy HS, Football Home	
19-53980 Gilroy HS, Football Visitor	
Facility Indoor & Outdoor Service & Repair Order Sheet	
Multi-Year Service Agreement	
Bleacher Service Agreement Terms	
ATHLETIC PRODUCTS & SERVICES	14



Bleacher FaciliServ Codes and Standards

SAFETY INSPECTION SCOPE:

Bleacher/Athletic Equipment Inspections are conducted at the request of our clients. They are based on a visual inspection of the overall bleacher/athletic equipment and its components. Conditions reported are based on code requirements and/or our expertise in bleacher/athletic equipment safety and maintenance.

Inspectors/technicians hold legitimate independently accredited certifications including: welding, electrical, and safety. They are professionally trained by FaciliServ based on nearly 50 years in business with experience inspecting, repairing and maintaining all makes and models of indoor and outdoor bleachers/athletic equipment and bleacher/athletic equipment components. Inspections meet federal, state and building code requirements and are accepted by all major insurance companies.

Bleacher/athletic equipment conditions can change rapidly. Bleacher/athletic equipment should also be checked before and after each use by in-house staff as recommended by the U.S. Consumer Product Safety Commission report #330.

INSPECTION REPORT DEFINED:

This report is designed to be part of an overall risk management program that:

- Identifies & Prioritizes Risks
- Offers Immediate & Ongoing Risk Reduction Solutions
- Budgets Based on Relative Risks, Community Need and Financial Resources Available

SAFETY RATINGS IN THIS REPORT:

CODE Code: Significant code safety issue. Immediate correction is required by code.

Repair: Damaged, missing or broken component that must be repaired promptly. Concern: Unsafe condition or maintenance need. Recommend attention soon.

Acceptable: No significant deficiencies noted at time of inspection.

Replace: Repair not advisable or economical: Replacement for the system is recommended.

Bleacher service recommendation abbreviations used in this report:

US Understructure; the supporting framework and miscellaneous bracket, wheels, anchors, fasteners*.

SF Surface structure; the seating boards, panels and modules that make up the seating surfaces including supporting and miscellaneous brackets and exposed fasteners*.

PR Power system; the supporting framework and miscellaneous bracket, wheels, anchors, fasteners*.

RE Guard rails; perimeter (end, top and front) guard rails and mounting system brackets and fasteners*.

AL Aisle way system; the dedicated pathway to accommodate egress and includes rails, rail cups/attachments, steps, end caps, supporting framework and miscellaneous bracket and fasteners*.

HC Handicap wheelchair spaces and ramps (outdoor only); the wheelchair space, mechanisms, guards, panels and miscellaneous bracket, wheels, fasteners*, etc. use for the space. Additional abbreviations may be used.

*Some fasteners on various systems are not readily available or accessible and are not included in routine maintenance and service. Plastic modular seating and other systems may have fasteners that are not accessible when assembled and tightening loose internal fasteners is not included- May be available additional cost based on time and materials required or specified in repair descriptions only. Some seat and other system looseness may be caused by damage to the seat module or other conditions and would require special ordering materials and additional costs.



Bleacher FaciliServ Codes and Standards

BLEACHER CODES AND STANDARDS

Bleacher evaluation and recommendations are based on portions of the building code that apply to bleachers, industry standards, professional and the recommendations of independent professional safety organizations as follows:

IBC 2015

Requirement that Bleachers Adhere to ICC300 Chapter 10, Section 1025 Assembly, 1025.1.1

ICC 300

New Bleacher Requirements

IBC ICC/ANSI 300-2015, Chapter 1

- **Inspections:** Professional annual inspections
 - Maintenance: Maintain structurally sound: so that all components and all systems operate properly
 - End and Rear Guards Rails: Required on all seating 55" or higher and must meet 4" gap standard on all
- Open gaps: Open gaps above 30" must be 4" or less on bleachers over 55" tall
- Aisle ways: 48" wide with center handrails**
- Wheelchair Spaces: Must be provided** (** Number required is based on formulas in the code.)

Existing Bleacher Requirements:

IBC ICC/ANSI 300-2015, Chapter 5

- **Inspections:** Professional annual inspections
- Alterations: Must comply with new bleachers requirements
- Maintenance: Maintain structurally sound: so that all components and all systems operate properly
- End and Rear Guards Rails: Required on all seating 55" or higher and must meet 4" gap standard on all areas 30" or above
- Open gaps: Gaps above 30" must be 4" or less on bleachers over 55" tall

FIRE CODE

Spaces Beneath or Adjacent to Seating Structures Must Comply with Building Code.

IBC ICC/ANSI 300-2015-305.1

IBC ICC/ANSI 300-2015-309.1, Fire protection systems shall be provided

IBC ICC/ANSI 300-2015-502.4, all flammables, vehicles and combustibles in fire protected areas only

U.S. Consumer Product Safety Commission Report #330

Professional Inspector Includes Qualified Professional Bleacher Service Firm.



19-53965 Christopher HS, Football Home

BLEACHER DESCRIPTION

Manufacturer: Unknown

Type: Elevated Beam Frame

Surface: Aluminum Grounding: Anchored

1 Section, 10 Rows x 267' long

Estimated Gross Seating: 1780

SAFETY and CONDITION

Overall Rating: Ok General maintenance service recommended

IBC ICC/ANSI 300-2009, Chapter 5

Front, End & Rear Rails: Ok Check fasteners and ties

Deck Gaps: Ok

∨

Aisle ways/Egress: Ok ✓ Aisle system meets egress codes

Wheelchair Spaces: Ok

ADA compliant

RECOMMENDATIONS

US 1 • General service of the fasteners for the framework, anchors, rails, aisles and surface.

RE 1 • End rail system meets existing bleacher codes; adjust for alignment and tightening.

SF 1 • Check and tighten loose and missing exposed surface fasteners, replace as needed.



19-53970 Christopher HS, Football Visitor

BLEACHER DESCRIPTION

Manufacturer: Unknown

Type: Elevated Beam Frame

Surface: Aluminum Grounding: Anchored

1 Section, 9 Rows x 89' long

Estimated Gross Seating: 534

SAFETY and CONDITION

Overall Rating: Ok

General maintenance service recommended

IBC ICC/ANSI 300-2009, Chapter 5

Front, End & Rear Rails: Ok Check fasteners and ties

Deck Gaps: Ok

Aisle ways/Egress: Ok

✓ Aisle system meets egress codes

Wheelchair Spaces: Ok ✓ ADA compliant

RECOMMENDATIONS

US 1 • General service of the fasteners for the framework, anchors, rails, aisles and surface.

RE 1 • End rail system meets existing bleacher codes; adjust for alignment and tightening.

SF 1 • Check and tighten loose and missing exposed surface fasteners, replace as needed.



19-53975 Gilroy HS, Football Home

BLEACHER DESCRIPTION

Manufacturer: Unknown

Type:

Hillside, Elevated Beam Frame

Surface: Grounding: Aluminum

Anchored 1 Section, 21 Rows x 203' long

Estimated Gross Seating:

2842

SAFETY and CONDITION

Overall Rating: Fair

 \triangle

General maintenance service and upgrades needed

IBC ICC/ANSI 300-2009, Chapter 5

Understructure: Service

Check, tighten & replace missing frame fasteners and anchors

Surface: Service Check, tighten & replace missing fasteners

Repair

Replace missing end caps

Front, End & Rear Rails: Ok Check fasteners and ties Deck Gaps: Ok

Hillside

Aisle ways/Egress: Ok Aisle system meets egress codes

Wheelchair Spaces: Ok **ADA** compliant

RECOMMENDATIONS

US 1 • General service of the fasteners for the framework, anchors, rails, aisles and surface.

RE 1 • End rail system meets existing bleacher codes; adjust for alignment and tightening.

SF 1 • Check and tighten loose and missing exposed surface fasteners, replace as needed.

SF 2 • (13) end caps are missing and need to be replaced.





19-53980 Gilroy HS, Football Visitor

BLEACHER DESCRIPTION

Manufacturer: Unknown

Type: Hillside, Elevated Angle Frame

Surface: Aluminum
Grounding: Anchored

1 Section, 10 Rows x 204' long

Estimated Gross Seating: 1360

SAFETY and CONDITION

Overall Rating: Ok General maintenance & service recommended IBC ICC/ANSI 300-2009, Chapter 5

Front, End & Rear Rails: Ok Check fasteners and ties

Deck Gaps: Ok

✓ Hillside

Aisle ways/Egress: Ok ✓ Aisle system meets egress codes

Wheelchair Spaces: Ok

ADA compliant

RECOMMENDATIONS

US 1 • General service of the fasteners for the framework, anchors, rails, aisles and surface.

RE 1 • End rail system meets existing bleacher codes; adjust for alignment and tightening.

SF 1 • Check and tighten loose and missing exposed surface fasteners, replace as needed.

9 Page



*IBC ANSI/ICC-300 requires existing seating to be maintained free of damage, defects and missing components and all existing stands with seats over 30" or 55" tall (depending on code in effect at the time of installation) to comply with the 4" diameter gap codes for rows and rails and 36" or 42" height for rails on all surfaces 30" or higher. All modifications must be made to meet new code requirements (4" gap and 42" height). Code requires full access for inspections and observance of opening and closing operations and set up.

Egress codes are required for new construction seating (or depending on code in effect at the time of installation) and are recommended for safe egress only.

NOTE: FS reserves the right to reject purchase orders if report pricing was in error, all items subject to change and availability. All purchase orders are subject to review & approval by FS. All prices quoted must be accepted in writing (purchase order or contract) within 30 days of this report (after that, may be subject to change) and are based on completion at the same time as the understructure service work, if not being completed with other work, additional charges may apply. Note: All services based on the conditions at the time of inspection. IBC and ICC require all bleacher inspections to include observation of the bleachers opening and closing. If inspections are performed without opening and closing the bleachers the evaluation will be limited and subject to change. *International Building Code I.C.C. 300 standards are used in this report. FaciliServ's inspections include a visual check of your seating. They are not intended to be a substitute for the evaluation of a licensed structural engineer. If requested, evaluation of your bleacher's structural integrity is available at an additional charge. Code requires existing seating to be maintained for full functionality and must meet current gap and rail safety codes. Unsafe seating should not be used until all repairs made and are upgraded or replaced with code compliant seating. All upgrades must conform to new seating code specifications. FaciliServ is not liable for any injuries that may arise from the use of damaged and/or non-code compliant seating. A certificate of insurance is available with specified parties named as additional insured for an additional \$35 per year fee for each additional insured. It is renewable upon request each November 1st for said annual fees

Discounts & special offers may apply. Call for information.

If you would like information on additional products & services please call: 888-963-6526 Sincerely,

FaciliServ

Copy of our Disclaimers Available online or by request

Terms and Conditions

GENERAL TERMS & CONDITIONS: FaciliServ (FS) pricing includes products & services per your specifications & per the terms & conditions shown herein. In the unlikely event of a manufacturing defect, FS's liability is limited to the replacement of the part and installation. 30% restocking fee on non-customized products ordered in error. Sales of customized parts or products including (but not limited to): Plastic Replacement Seats; Bleacher Boards; Replacement Power Systems; Aisle way Systems, etc. are final and returns and/or refunds due to customer ordering errors are not permitted. Payment due in full upon receipt of FS's invoice. Credit card payments are subject to an additional 3% service charge. Credit card payments are not a substitute if "good as cash" payment is required by our accounting department.

LABOR: Unless otherwise stated herein & approved by an officer of FS in writing: 1) Prices based on all work being performed by FS & not split with other firms or individuals.

2) All work to be performed during normal weekday, non-holiday business hours, (weather permitting if outdoors) on a continuous business days, without interruption, until completed.

3) Electrical work does not include the parts or labor to install the power supply to equipment being installed.

OVERHEAD WORK: If customer supplies lift, it must: 1) Be readily available in the area being serviced; 2)Be fully powered, battery must hold a full charge, and must be fully charged upon arrival; 3) Be in safe, well maintained condition; 4) Have all safety features & safety harnesses in place. We reserve the right to inspect lift condition & function before use. If it not in satisfactory condition the customer will be required to pay for lift rental. If delayed or required to return later due to rental lift unavailability or related delays, additional charges will also apply. For your safety, students & staff may not be use the gym while overhead work is in progress.

PRICING & EXCLUSIONS: Unless otherwise stated herein & approved by an officer of FS in writing; 1) Pricing good for 30 days. 2) Pricing does not include certified or shop drawings, taxes, permits, bonds, engineer's drawings, other equipment installations, commissions, local code compliances, ADA compliance or other extraneous fees. 3) If so required by state or local statutes/codes, the customer is responsible for obtaining all necessary building, occupancy, or any other work permits. 4) Customer responsible for all site preparations as required by applicable code(s) & as per FS specifications and/or recommendations.

MATERIAL SHORTAGES & DEFECTS: Missing, discolored or damaged materials must be noted on the bill of lading at time of arrival & reported to FS immediately. FS is not responsible for the cost to replace damaged, defective of missing materials that are not noted on the bill of lading upon arrival or have not been immediately reported to FS. Colors of plastic seating, other plastic, vinyl, or wood stains are approximate & may not exactly match the color of existing parts. It is normal for them to fade & wear quickly. In the unlikely event of a manufacturing defect, FS's liability is limited to the replacement of the part only.

10 Page



Service & Repair Order Sheet

Facility Indoor & Outdoor Service & Repair Order Sheet

V the end column for Services you would like completed

Report # Facility	Area	Work to be performed	Price	V
19-53965 Christopher HS, Football	Home	General service, check, adjust and tighten	\$ 1,659	L
19-53970 Christopher HS, Football	Visitor	General service, check, adjust and tighten	\$ 530	
19-53975 Gilroy HS, Football Home		General service, check, adjust and tighten	\$ 2,441	
Replace (13) missing end c	aps to enclos	e sharp hazardous edges at time of service:	\$ 193	
19-53980 Gilroy HS, Football Visitor		General service, check, adjust and tighten	\$ 1,263	
		+ Lift Charge	\$ 300/day	
		+ Mandatory Service Fee	\$ 486	√
		+ Material sales tax will be added to your invoice	TBD	√
		TOTAL SERVICE & REPAIR*		

To complete your order please fill out the information below, sign and fax to our office as soon as possible at 877.994.1715.

Gilroy Unified School District

7810 Arroyo Cir

Gilroy, CA 95020	Purchase Order #	Date of acceptance:
Olli Oy, CA 33020	ruicilase order #	Date of acceptance.

Facility Representative Signature	Print Name	Title	Date	
FaciliServ Representative	Print Name	Title	Date	

All prices quoted must be accepted in writing, purchase order or contract within 30 days of this report. Prices may be subject to change after 30 days. ^ Sales Tax amount will be determined at time of billing based on work ordered. *Prices for repairs and upgrades are contingent upon completing at time of service. If repairs and upgrades are not being completed with service, additional charges may apply.

Overhead athletic equipment work may require a suitable lift. If your school has a lift that meets FaciliServ's safety requirements and our use of same is approved by school, no additional charges will apply. If a suitable lift for a working height over 26' needs to be provided by FaciliServ, additional fees may apply.

^{*}If a specialized lift, scaffolding, and/or floor protective materials are needed, additional charges may apply.

^{*}Safety strap standard installation/replacement only. Special or custom mounting needed may affect installed price.

^{*}See Terms and Conditions



Multi-Year

Multi-Year Service Agreement

Gilroy Unified School District

Take advantage of our Multi-Year Service Agreement with a savings on service and free inspections over (5) years - Call sales for more details 888-963-6526

Report #/Facility	Service	2020-2024	1
19-53965 Christopher HS, Football Home	Service and Inspection	\$ 1,492	
19-53970 Christopher HS, Football Visitor	Service and Inspection	\$ 476	
19-53975 Gilroy HS, Football Home	Service and Inspection	\$ 2,196	
19-53980 Gilroy HS, Football Visitor	Service and Inspection	\$ 1,137	
	+ Lift Charge	\$ 300/day	
	+ Mandatory Service Fee	\$ 486	√
	Total per year		

To complete your order please fill out the information below, sign and fax to our office as soon as possible at 877.994.1715.

FaciliServ Representative	Print Name	Title	Date	
1				
Facility Representative Signature	Print Name	Title	Date	
Purchase Order #	Date of acceptance:			
Gilroy, CA 95020				
7810 Arroyo Cir				

Overhead athletic equipment work may require a suitable lift. If your school has a lift that meets FaciliServ's safety requirements and our use of same is approved by school, no additional charges will apply. If a suitable lift for a working height over 26' needs to be provided by FaciliServ, additional fees may apply.

^{*} FaciliServ service agreements include maintenance service and inspection to current FaciliServ serviced bleachers and are non-binding to allow you to set and rely on a consistent budget and a lower cost than individual annual inspections and service.

^{*}If a specialized lift, scaffolding, and/or floor protective materials are needed, additional charges may apply.

^{*}See Terms and Conditions



Multi-Year Service Agreement

Bleacher Service Agreement Terms

Service Agreement #: 19-53965, FaciliServ

FaciliServ (FS) will render the services described herein.

Unless otherwise specifically exempted in writing, FS must perform initial service on the bleachers before a service agreement can begin.

FS reserves the right to reject this Agreement if the bleachers are in such poor condition that service may be unsatisfactory to both parties.

The amount above will be due each year for a 5 year period from the posted date below. Work will be performed only during non-holiday periods, normal daytime weekday hours, between September 1st and March 30th of each year. Prices are based upon FS's servicing all schools at the same time (i.e. on consecutive days) to avoid additional trips.

Warranty: Work performed is warranted for a period of one year from date of Maintenance Service completion. Faulty material or workmanship (excluding items that have been subject to accident, abuse, misuse, neglect or alteration), shall be replaced by FS at no charge. The above named facility agrees to notify FS at the onset of any malfunction in order to avoid further damage to the bleacher system. Notification must occur immediately by calling 888-963-6526. Failure to do so will render this agreement null and void. Note — Warranty not in effect until payment is made in full and acceptance is signed and dated.

This agreement does not include parts or labor for the following items:

Any work required due to negligence, misuse of equipment, fire, flood, acts of God, shortage of supply, sabotage, or vandalism.

Replacement Power Systems - Integral (Push-Button), Portable, Chain Drive.

Surface Structure - Replacement of Wood Boards, Plastic Modules, Vinyl on Steel, or other surface components.

Rail Systems - Replacement of End Rails, Aisle Rails, Last Row Rails or Rear Rails.

<u>Major Weld Fractures</u> - Items that failed due to normal wear and tear, accident, misuse, neglect or alteration are not included. At the customer's request and with sufficient advance notice, non-covered work may be performed at the same time as routine maintenance, for an additional discounted charge.

Pricing: Quoted prices for this Bleacher Maintenance Service Agreement are valid for 60 days from above date. Maintenance agreement prices are subject to adjustment after the term expires.

Scheduled Work: FS reserves the right to apply a rescheduling charge if less than 72 hour notice is given by the customer.

Entire Agreement: The terms and conditions set forth herein, together with all exhibits and attachments contain all of the promises, agreements, conditions and understanding between the Parties. There are no other promises, conditions or understandings, either oral or written, between the Parties. All previous communications between the Parties, either written or oral are superseded by the terms of this Agreement, unless specifically exempted in writing by FS. Any subsequent modification of this Agreement must be in writing. Should any portion of this agreement be deemed unenforceable, it is agreed that the balance of the agreement will remain in effect.

Governing Law: This contract shall be solely governed by the laws of the State of Illinois, both as to interpretation and performance.

Interest: All monies not paid when due shall bear interest at a rate of 1.5% per month. FS reserves the right to decline to offer a service agreement if it deems a bleacher in too poor condition to be so covered.



ATHLETIC PRODUCTS & SERVICES

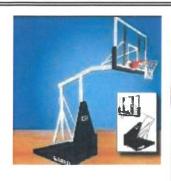
Safety Inspections, Service & Repair for:

- Basketball Backstops - Divider Curtains - Batting Cages - Wrestling Mats - Climbing Ropes - and other Athletic Equipment ...

Includes:

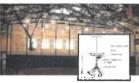
- 1. Inspection of all structure attachment fasteners, clamps and anchors for secure fit and that mounts have not moved from their original locations.
- 2. Inspection of all assembly hardware.
- 3. Lubricate all pivot points and guides as necessary.
- 4. Inspect condition of hoist winch gearbox, cable take-up drum, belt and mounts.
- 5. Adjust limit switches as necessary to prevent excessive cable slack and over-winding.
- 6. Test-operate and inspect the operation switches for electric winches if so equipped.
- 7. Inspect cables for fraying, flattening (at drum), and proper pulley alignment to winch and secure connection points.
- 8. Inspect take-up belts on divider curtains for fraying and tears.
- 9. Verify backboards and goals are plumb, level and aligned with the court.
- 10. Inspect the goal for fatigue and testing breakaway goals for proper function.
- 11. Check the goal and backboard for regulation 10' height.
- 12. Inspecting the backboard, goal, and padding for CIF safety compliance as required.
- 13. Inspect safety strap type mechanisms, if so equipped, for proper function.

FaciliServ Other Services Available

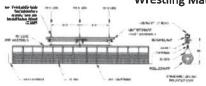


Divider Curtains



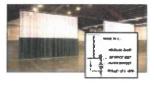




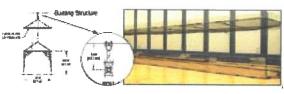




New Backstops



Wall Padding



Batting Cages







Volleyball Systems



Windscreen



New Outdoor Bleachers



New Indoor Bleachers