



FACILITIES SUBCOMMITTEE MEETING
 Gilroy Unified School District – via Zoom teleconference
 9 a.m. Friday, Nov. 13, 2020

1.

ITEM	PAGE #
A. Approval of minutes: Oct. 2, 2020	1-6
B. Time certain, 9 a.m.: Gary Heap and Nirorn from City of Gilroy re: 10th Street and Orchard Drive improvements	7-8
C. Time certain, 10 a.m.: Aedis Architects on schematic design for South Valley MS	9-27

2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Fencing	El Roble ES	N/A	N/A	N/A	N/A
B. Bert Mar Gym dedication	South Valley MS	N/A	N/A	N/A	N/A
C. Modernization project impact on Gilroy Prep School	South Valley MS	N/A	N/A	N/A	28
D. Owner-furnished items	Brownell MS	Many	\$5,422.12	Measure E	29-33
E. Cameras for pools	Gilroy HS/ Christopher HS	QoVo	\$37,829.60	Measure E	34-51

3. MAINTENANCE (DAN MCAULIFFE)

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Fence and gate improvements	Rucker ES	ASI	TBD	TBD	52-54
B. Locker room repairs	Christopher HS	GUSD maintenance staff	Approximately \$7,500	RRM	55-60
C. Temporary toilet options INFORMATION	TBD	Nor Cal	TBD	RRM	61
D. TREMCO/WTI roof repair INFORMATION	N/A	N/A	N/A	N/A	N/A
E. Concrete repairs	El Roble ES	EF&S Concrete	\$10,674	RRM	62-68
F. COVID HVAC proposal INFORMATION	District-wide	Val's Plumbing	N/A	N/A	** 70-77

4. ALVARO MEZA'S ITEMS

ITEM	SITE	PAGE #
A. Request for additional restrooms	Rucker ES	69

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 A.M. FRIDAY, Dec. 4, 2020

FACILITIES SUBCOMMITTEE MEETING

Gilroy Unified School District – Via Webex teleconference

Friday, Oct. 2, 2020

PRESENT

BC Doyle

Anna O'Connor

Alvaro Meza

Debbie Flores

Paul Nadeau

Aurelio Rodriguez

Linda Piceno

Dan McAuliffe

Randy Merritt

Alexzis Fuke

Jon Isom

MEETING CALLED TO ORDER: 9 a.m.

APPROVAL OF MINUTES FROM SEPT. 11, 2020:

- Dr. Flores made the motion to approve the minutes, Linda seconded.
- All approve.

TIME CERTAIN**MEASURE E FINANCING UPDATE – RAYMOND JAMES PUBLIC FINANCE AND ISOM ADVISORS**

- Presenter Randy Merritt of Raymond James Public Finance. Also in attendance: Alexis Fuke of Raymond James and Jon Isom of Isom Advisors.
- Financial advisors and Alvaro met to discuss need for financing update for FSC and board. RJ recommended a looking at the financial review in the light of launching the South Valley MS. This project is expected to be completed in three years, which is also when we would expect to use the remaining funds in Measure E. We have \$96M left in Measure E, which we will draw for South Valley MS. We do not want a phased withdrawal because the full \$96M is needed for South Valley MS.
- We have a hurdle to clear because to draw the full amount, the district has to the state board for approval. That process has certain steps and that's what Randy and team will explain today.
- The district has two primary types of debt: certificates of participation (COP) and general obligation bonds (GO bonds).
 - COP bonds: The district last refinanced the 2008 COP bonds in 2016 to save the district money. The refinancing resulted in \$9M savings over life of bonds. The current annual payments are about \$1.75M.
 - GO bonds: The outstanding paramount for the GO bonds is \$274M, over several series. District voters have approved three GO bonds, totaling \$389M. The bond that has remaining funds, or authorization, is Measure E, with \$94.68M remaining. Limitations to authorization of bonds include \$60 maximum per \$100,000 in property value.
 - In the past, the district has taken opportunities to save tax payers by refinancing its GO bonds.
- The district's tax base and growth over time is a factor in bond funds. GUSD has strong valuation growth. The higher the tax base, the more opportunities the district has to access bond proceeds. The district has

remained at or below maximum tax rate of \$60 since 2012, except 2019 when the tax rate was \$15.40. That year, the district decided not to issue bonds so it didn't levy the higher tax that year.

- In addition to each bond having a limitation of \$60 per \$100,000, the state has a limitation of how debt a district can have outstanding. That limit is 2.5% of current assessed value.
- Every time the district wants to issue bonds, it has to apply a test: The gross bonding capacity is 2.5% of the district's assessed valuation. The gross bonding capacity minus the outstanding GO bonds equals the net bonding capacity, or how much the district can borrow. For GUSD: The district's assessed valuation is \$11.9B. The gross bonding capacity is 2.5% of that or \$299.6M. The district has about \$274M in outstanding general obligation bonds. That means: The *gross bonding capacity* (\$371.5M) minus the *outstanding GO bonds* (\$274M) equals the *net bonding capacity* of \$24.9M. It's less than what is needed for South Valley MS project.
- Raymond James will propose a waiver to get the amount needed by asking for a higher bonding capacity from the California Department of Education. The request will increase the 2.5% to 3.10%. The other option is to wait for the calculation to change as the principal is paid down through property taxes or as the assessed valuation grows. If the district were to wait, RJ's prediction is that the \$90M wouldn't be available until 2024. Also, If the district authorized the \$24.9M it can now and continue to do similar authorizations in a series, the district will pay more over time in interest rates and borrowing costs over time. Plus, the full \$90M is needed for the South Valley MS before 2024.
- RJ doesn't anticipate any thing in the request that could risk denial. GUSD has all of the elements in place that have allowed other districts to get the same waiver in the past.
- Does this prevent the district from taking another bond to voters for a while? The district could but it would require another waiver to increase its bonding capacity or propose smaller bonds based on what the outstanding principal and/or the increased valuation at the time.
- This would be the first time GUSD has asked for this waiver.
- A waiver submission requires summary of key issues, district request/rationale, public hearing/board approval, consultation with unions and advisory committees. The request normally takes about 10-12 weeks to analyze and process. If it was approved, it is in effect immediately; the 10-12 weeks is to prepare for the request.
- The State Board of Education (SBE) meets every two months. Upcoming meetings are in November, January and March. The RJ team is aiming for Jan. 13, 2021, meeting. This would provide a cushion that this could go the March meeting, if the board agenda was too full in January.
- The target is to sell bonds in late spring.
- The request will be to increase the debt capacity to 3.10% to be able to issue \$96.8M in bonds. The request is not high – other districts have asked to increase capacity to 5%.
- Other upcoming steps:
 - The RJ team would speak to COC at Oct. 7 meeting.
 - Will go the board as information item at the Oct. 15 meeting.

FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)

BROWNELL MS: TREE TRIMMING AND REMOVAL

- \$8,200 from Measure E
- Mighty Tree Movers
- Trees on Carmel Street were trimmed to make room for running track. It's a preemptive move to make way for the track. The trees were overgrown and needed trimmed.
- Three trees in bus turnaround on Hanna. One is dead and in danger of falling.
- Next steps: This will go to board as a ratification.

BROWNELL MS: ADDITIONAL INSPECTION SERVICES

- \$54,610 from Measure E
- Jerome Zalinski, inspector of record
- Original agreement was drafted before we added the cost of the project. This is to adjust to the bigger project cost now that additional work that was added.
- This would bring his total contract for this project to \$484,000.
- This is required part of the new project. IOR generally are paid as a percentage (1%) of the total project cost, not at an hourly rate.
- The updates to the gym will be additional scope of work, not included in this increase.
- He is expected to on the site, full time.
- Linda: Can we have a total figure for how much we are spending on inspections for this project?
- Next steps: This will go to the board for approval.

BROWNELL MS: APPROVAL OF FURNITURE FOR LIBRARY/MEDIA CENTER

- \$49,598.17 from Measure E
- KI Furniture
- Clarification on item approved at board meeting.
- This includes additional finish and price adjustments for furniture.
- This will be submitted as an amendment to the original approved quote of \$43K.
- Next steps: This will go to the board for approval as an amendment to the original contract.

SOUTH VALLEY MS: PROJECT INSPECTION SERVICES

- \$700,000 from Measure E
- Jerome Zalinski, inspector of record
- Zalinski also serves as an IOR to help us close out Division of State Architect (DSA) projects that haven't been closed out. If he is the IOR selected as a recommendation, the committee would like these services outlined in the board proposal and quote.
- The committee would like additional quotes from other IORs to compare prices for these services. Also, at least a quote from an hourly rate.
- Next steps: Paul will gather additional quotes from IORs to present to committee to consider before the proposal goes to the board. He will work with Jerome to outline his close-out work in his scope of work.

DISTRICT-WIDE: QUALITY BIDDERS

- \$18,000 from Measure E
- Colbi Technologies
- This online-based software pre-screens contractors and vendors for a department. The district's current process is not online and could be more robust.
- A vendor or contractor who would be interested in qualifying uses a web portal to submit information and get qualified in our system.
- Next steps: This will go the board for approval.

CLUB DRIVE: CONTRACT AMENDMENT FOR PADRE ASSOCIATES

- \$925 from Measure E
- Padre Associates
- The 6-inch dirt cap on site shelters any future construction from the natural-occurring asbestos in that area. We have brought in soil from other projects, etc., to create this cap. Padre documents this for the district.
- This amendment to the original \$10K of the original contract.

- Paul may request another \$10K contract in the future to level and clean up this site to help deter unauthorized dumping here.
- Next steps: This will go to the board for approval.

GILROY HS: INSTALLATION OF CAMERAS IN POOL AREA

- \$13,813.64 from Measure E
- QoVo Technologies
- These cameras would help monitor the area. We've already had issues with people breaking into this area.
- Need to check with legal if cameras can be placed in pool area and what restrictions may be.
- Whatever solution we come up with Gilroy HS, we have to do the same for Christopher HS.
- Next steps: Paul will consult with legal. He'll work with Aurelio to provide the committee with more concrete plan of camera placement.

CAMPBELL SCHOOL OF INNOVATION: DEBRIEF OF SITE VISIT

- Information only.
- The GUSD visitors saw a lot of features they liked at this school. The basketball courts are similar to how they'll being proposed for South Valley MS.
- Other features that were worth noting: They have a big digital game screen that will be something to consider to South Valley MS. The sliding glass doors that allow outside access as well as access between adjoining classrooms.
- To discuss when Trustee Mark Good is at next meeting: Discussion of HVAC on ground vs. the roof. On-ground HVACs take up room, are noisy, not as aesthetically speaking.
- Next steps: Joe Vela from Aedis should come to meeting to tell group about slope vs. flat roofs.

GLEN VIEW ES, EL ROBLE ES, ROD KELLEY ES: PURCHASE OF PLAYGROUND EQUIPMENT

- \$1,288,080.64 from AIPG grant.
- District received grants to pay for these – about \$400K for each site's project.
- Reimbursement grant. District pays first, then county reimbursed.
- Principals have seen plan proposals. Paul will reconnect with Mrs. Salcido at Rod Kelley ES to follow up.
- Next steps: This will go to the board for approval.

MAINTENANCE (DAN McAULIFFE)

ELIOT ES: TREE REMOVAL IN KINDERGARTEN AREA

- \$7,020 from RRM
- Anderson's Tree Care
- This large tree that poses a fall hazard in this area. Principal requested the removal.
- It will be removed and replaced. The project is too large for district crews to do.
- Other projects: Dan will return with proposals for replacement trees.
- Next steps: This will go the board for approval.

EL ROBLE PARK: TREE TRIMMING AND PRUNING

- Anderson's Tree Care
- This is the area of the park that is the district's responsibility.
 - Dr. Flores: We need to discuss this more with the city. It can be brought up on should how to deal with this property with the board and the city at some point.

- Anderson's recently worked on trees that needed urgent attention a couple of ago. Other trees need attention that is beyond the scope of our crew. We are doing assessment of the other trees in the entire park to see what should be done. If needed, Dan will get competitive bids for this project.
- Dan will look to see if any agreement or MOU exists for which entity controls what. Alvaro researched the APN through the tax assessor's office, which shows the district property extends beyond the existing fence to the tennis courts. This needs to be confirmed.
- Next steps: Anderson's will continue assessment; competitive bids will be prepared, depending on the needs that are identified. The parcel will be surveyed to determine property lines.

EL ROBLE ES: TRIP HAZARDS

- Information only.
- Trees have created a lot of concrete breakage and lifting. This has led to trip hazards and drainage issues.
- The district will have to consider a complete overhaul of the concrete in the quad, if not the entire campus. This would be a costly project and take time. Preliminary estimates of full project cost are about \$150K to \$240K-plus and that's not addressing the ADA needs at each entrance.
- Dan's proposal is to get district crews get to immediate hazards with a grinder and to fix the ramps. This would allow us to assess the full scope of work for the larger project. Trees will be assessed if they're worth keeping for the risk they pose to any future concrete work as well.
- Next steps: District crews will work on immediate hazards with grinder and to fix ramps. This will give us time to survey the site for a feasible plan.

GILROY HS AG FARM: IMPROVEMENT REQUESTS

- Information only.
- Requested from Gilroy HS agriculture department for improvements to the site.
- Crews have been addressing plumbing issues to address flooding and sewer concerns.
- They've requested wifi (students use their phones, etc. while working with animals) and cameras here for security.
- Could be funded through RRM. Alvaro: We might be able to fund out of Learning Loss Mitigation Funds if these improvements are used to teach classes.
- Next steps: Dan will develop quotes for items to bring to committee for future meeting.

MAINTENANCE: TWO TRUCKS FOR FLEET

- Information only.
- Proposal for two trucks out of RRMs.
- Because of COVID restrictions, crews can't share vehicles. The department has had to use their older vehicles from the fleet to have enough for staff but sometimes personal vehicles need to be used. The older vehicles are from '80s and '90s.
- Next steps: This will go to the board as a ratification.

EMERGENCY & SAFETY (AURELIO RODRIGUEZ)

DISTRICT-WIDE: VISITOR AND EMERGENCY MANAGEMENT SYSTEM

- \$34,796, paid over three years or about \$11,600 per year. 75 percent paid for by School Violence Prevention Program (SVPP) grant and 25 percent from general fund.
- Raptor Technologies.
- We have received a grant for 75 percent of the total cost, over three years.
- Next steps: This will go to the board for approval.

DISTRICT-WIDE: RAPTOR ALERT

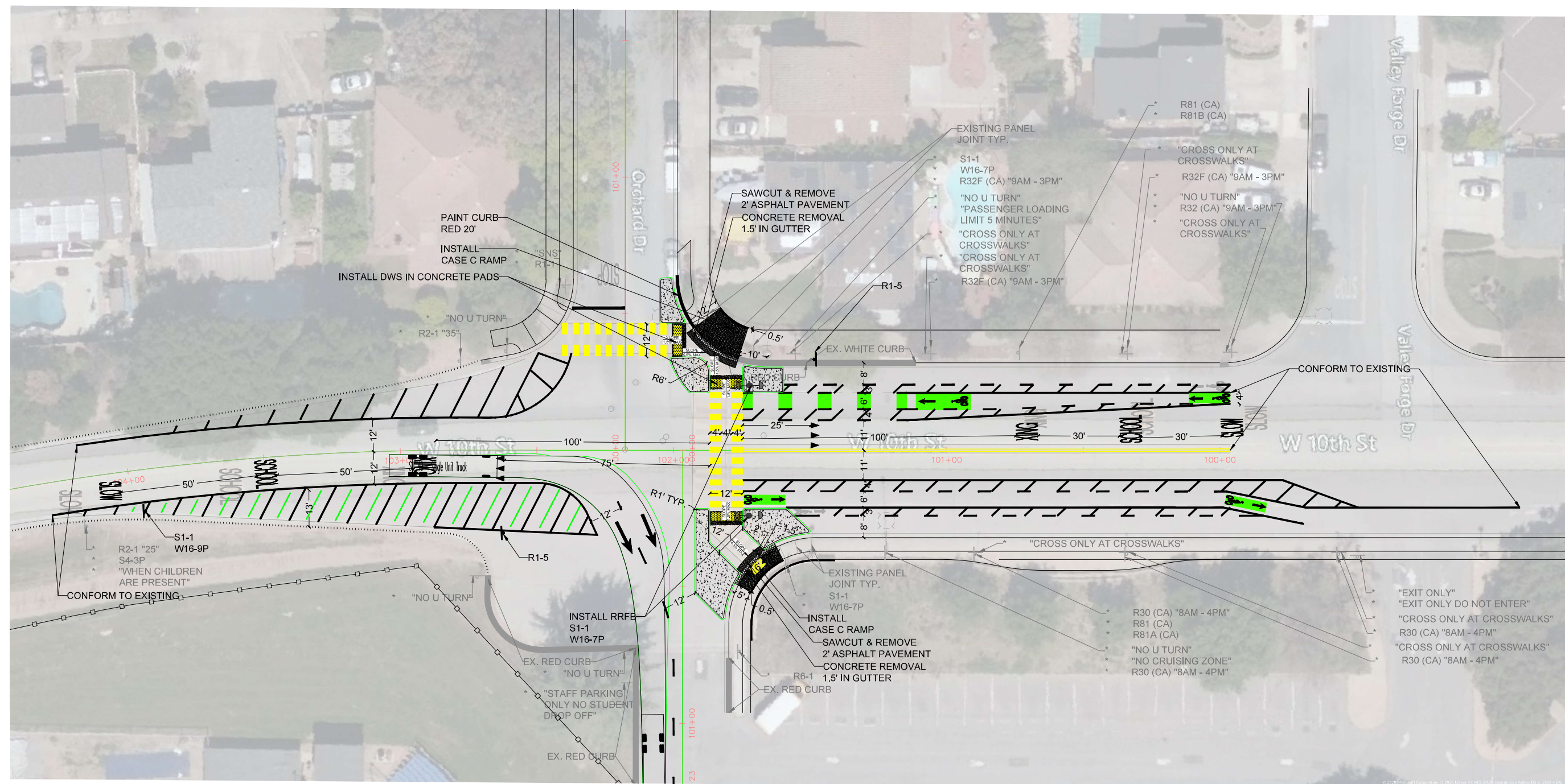
- Information only.
- \$19,200
- Raptor Technologies.
- Silent panic-alarm system that goes straight to 911.
- Next steps: Committee will revisit later when students are back on campus.

OTHER PROJECTS/FACILITY ISSUES AT SITES

- **RUCKER ES:** The gates at certain spots on this campus have to be unlocked from inside to exit. This is not to our district standard. Maintenance has looked at options to improve this part of the gate. This might be able to be paid out from deferred maintenance. Dan will bring quotes back for this committee.
- **BROWNELL MS:** When Trustee Mark Good is at the next meeting, we need to discuss the grey doors at this site.
- **GILROY HS, LUIGI ES, GLEN VIEW ES:** District crews are addressing spot problems with concrete at these sites. If these projects grow in scope, Dan will bring to committee for next steps.

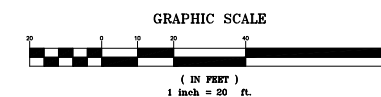
MEETING ADJOURNED: 11:51 a.m.

NEXT MEETING: Nov. 13, 2020



ALL LOCATIONS AND DEPTHS OF UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SIZES, DEPTHS, AND LOCATIONS OF ALL UTILITIES PRIOR TO PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS. ANY CHANGES TO THESE PLANS AND SPECIFICATIONS SHALL BE APPROVED BY THE ENGINEER.

CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) AT 1-800-227-2600, A MINIMUM OF 48 HOURS BEFORE BEGINNING ANY EXCAVATIONS.

[illegible]

CITY OF GILROY
W 10th St and Orchard Dr Concept Cost

	CONTRACT ITEM	UNIT	UNIT COST	QUANTITY Draft	COST
1	Install Pole	EA	\$250.00	4	\$1000.00
2	Install Sign Panel	EA	\$150.00	6	\$900.00
3	Detail 9 Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	\$1.45	108	\$156.60
4	Detail 22 Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	\$3.50	179	\$626.50
5	Detail 39 Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	\$1.80	1142	\$2055.60
6	Detail 39A	LF	\$1.70	811	\$1378.70
7	12" thick solid Thermoplastic Traffic Stripe(Buffer)	SF	\$6.00	694	\$4164.00
8	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)(Car Lane)	SF	\$10.00	650	\$6500.00
9	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)(Bike Lane)	SF	\$10.00	140	\$1400.00
10	Furnish Signs	SF	\$18.00	18	\$324.00
11	Preformed Green Thermoplastic Bike Lane Marking	SF	\$14.00	405	\$5670.00
12	White Retro-reflective Markers	EA	\$1.50	361	\$541.50
13	RRFB assembly with School Signs	EA	\$5000.00	2	\$10000.00
14	Detectable Warning Surface(DWS)	SF	\$32.00	135	\$4320.00
15	Concrete removal	SF	\$3.00	67	\$201.00
16	Saw cut Asphalt	CY	\$350.00	2	\$700.00
17	Concrete fill	CY	\$620.00	2	\$1240.00
18	Asphalt	CY	\$500.00	2	\$1000.00
19	Ramp	EA	\$2500.00	2	\$5000.00
20	Concrete Island	CY	\$620.00	21	\$13020.00
				Subtotal	\$60,198
				Contingency (10%)	\$6,020
				Total	\$66,218



South Valley Middle School Campus Replacement

AGENDA



- Project Progress
- Project Budget
- Project Schedule
- Design Concept
- Project Site Plan & Schematic Design
- Next Steps

Project Budget



Total GFS of Conditioned Spaces						
Administration SubTotal						6,731
Library/Media Center SubTotal						3,006
6-8 Instructional SubTotal						36,476
6-8 Specialty Program Space Subtotal						2,756
6-8 MU and Kitchen SubTotal						8,480
Gymnasium SubTotal						16,876
					Total	74,325

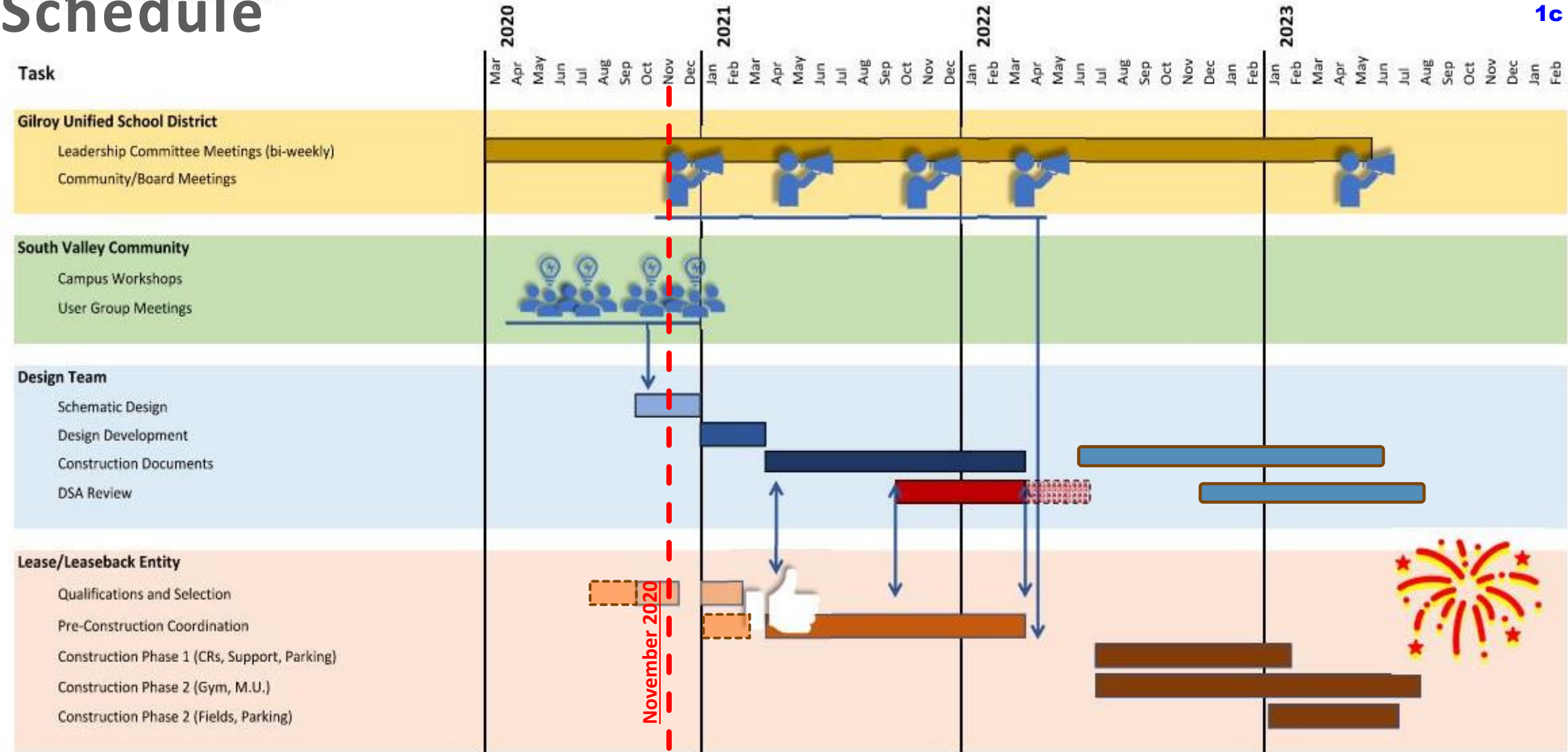
1c

Current (Preliminary) Cost Projection

Unit Costs		\$/S.F.
Instructional Areas (Pre- Eng. Bldgs.)		\$585
Library and Admin		\$585
Gymnasium		\$750
Multi Use and Food Service		\$750
Freestanding Canopy		\$125
Site Development		\$875K/acre*
Area		Cost Opinion
Administrative Offices		\$ 3,937,635
Library/Media Center		\$ 1,758,510
Gymnasium		\$ 12,657,000
Instructional Communities		\$ 21,338,583
Specialty Program		\$ 1,612,260
Multi-Use Building		\$ 6,360,000
Total Construction Cost for Proposed Plans		\$ 47,663,988
Summary		Cost Opinion
Total Construction Cost for Proposed Plans		\$47,663,988
Site Development		\$18,007,500
Planning Contingency		7,200,000
Grand Total		\$ 72,871,488
Target Construction Cost		\$ 72,000,000
Difference		\$ (871,488)

Schedule

1c





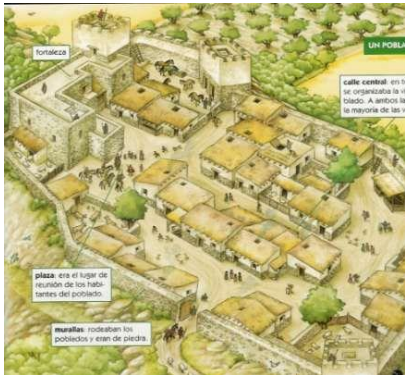
Concept

-Small Neighborhoods
(Classrooms)

-Markets
(outdoor learning)

-Parks
(Landscape Elements)

-Community Buildings
(Admin, MPR, Gym)



The Market Place

-Free flowing

-Activating spaces between learning communities

-Idea transfer

-Socialization

-Outdoor Learning/Shelter



A VILLAGE
for a kind
and fearless
community
The Tiger Way

Safe, Respectful, Responsible



Main Street

-Main corridor

-Anchored by exterior landscape elements

-Centered on Administration

-Destinations along the perimeter



Graphic Presence

1c

-Signage on public buildings

-School presence from IOOF and Murray

-Source of pride for the community

-Representative of the diverse population











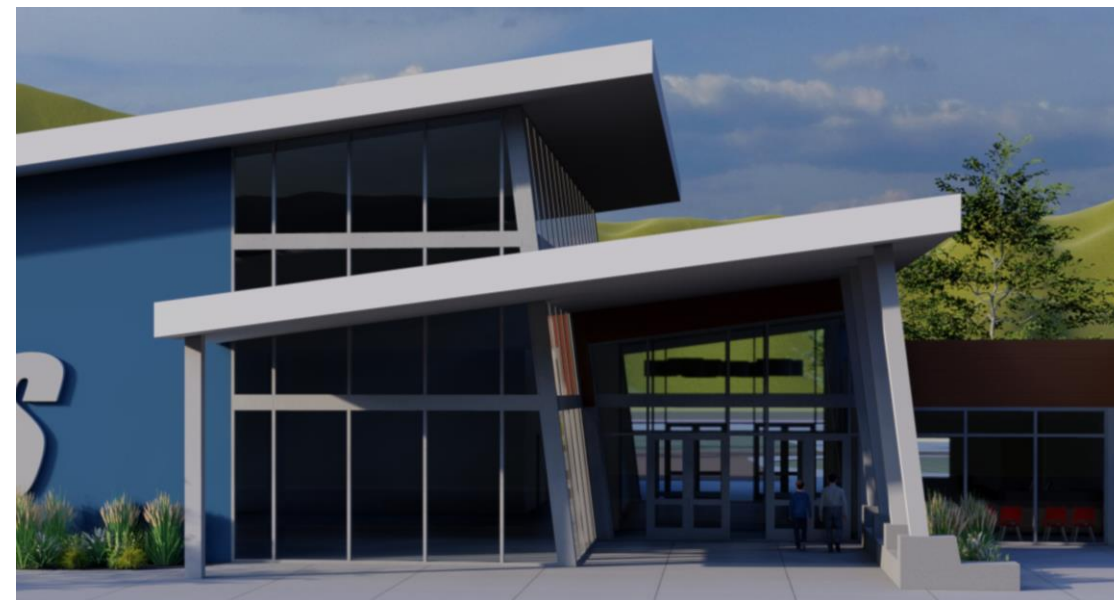
SOUTH VALLEY MIDDLE SCHOOL

MAIN ENTRY – CONCEPT IMAGES
ENTRY LOBBY



ADMINISTRATION COMPLEX





The Front Entry

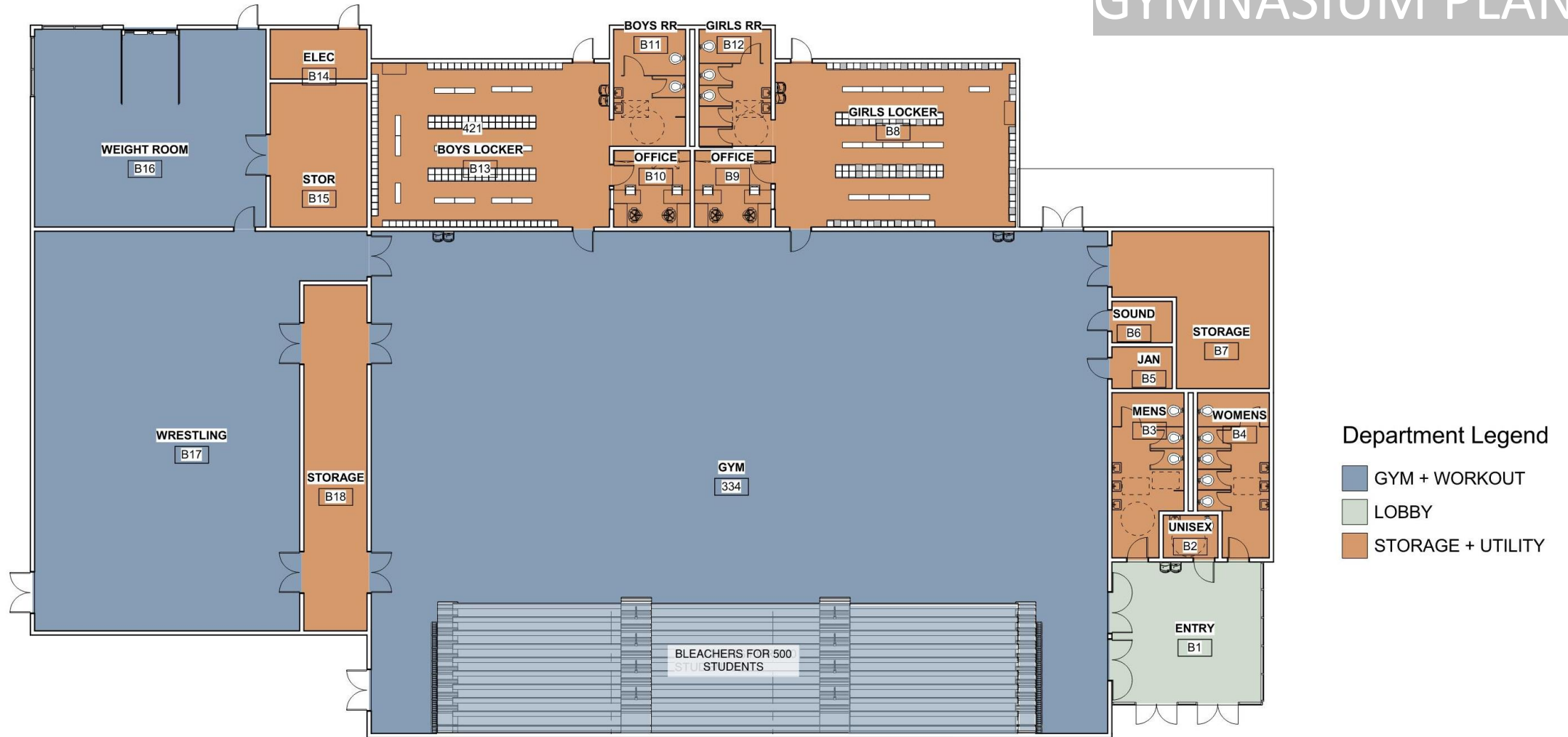


Front Entry View



Birds Eye From Parking Lot

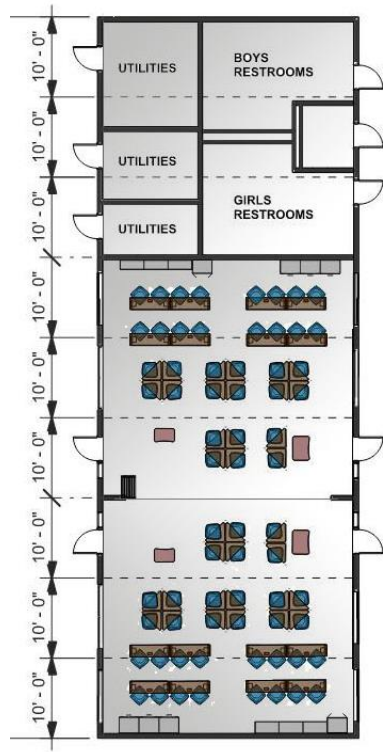
GYMNASIUM PLAN



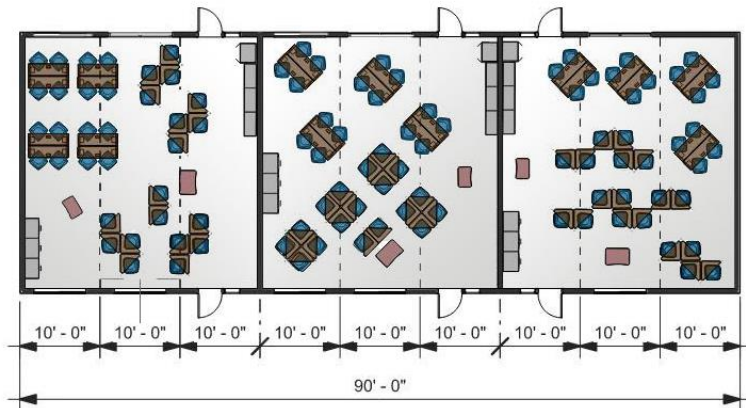


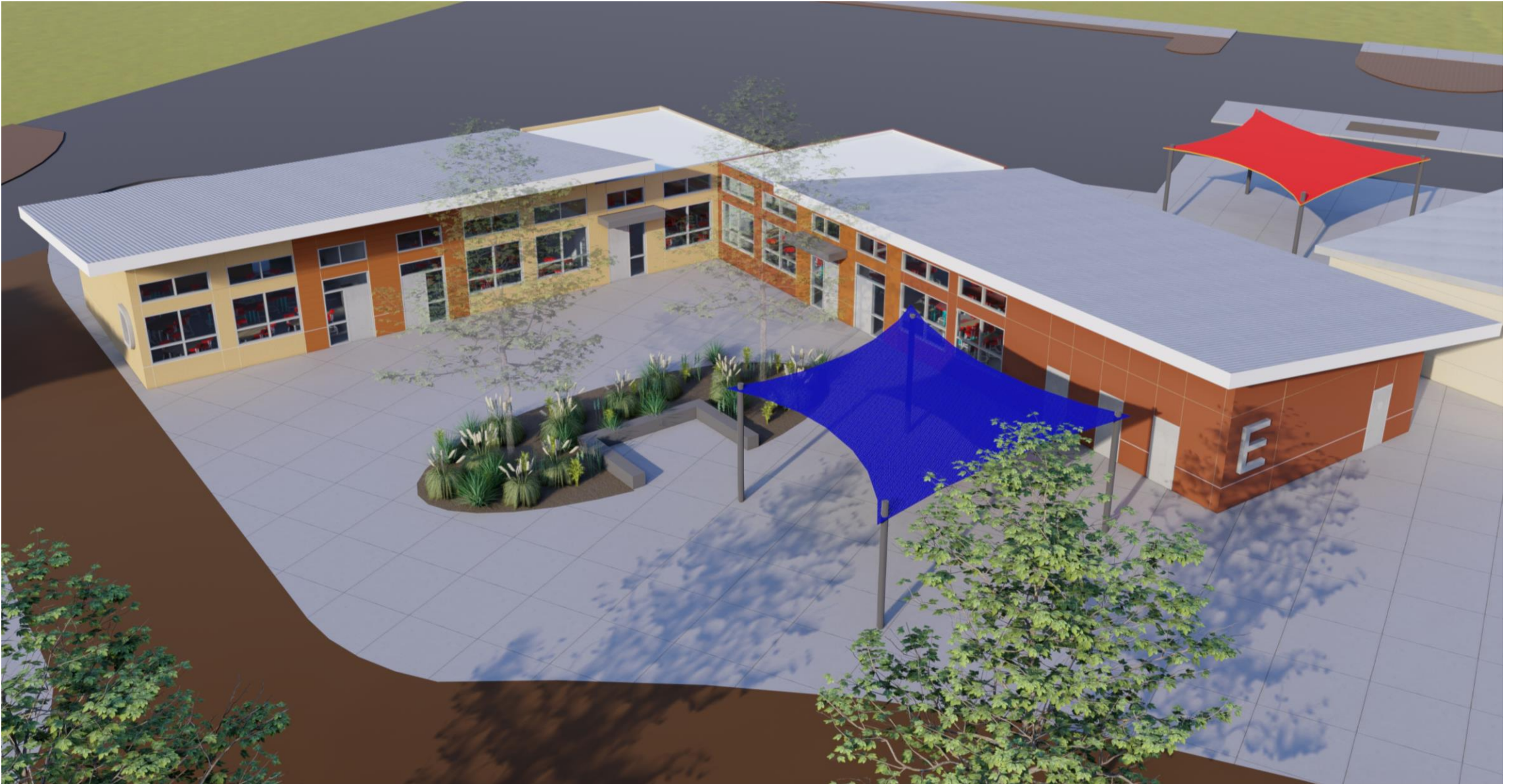
View from I.O.O.F.

Typical Classroom Layout



QUAD





NEXT STEPS

- Presentation to BOT Nov 19, 2020
- Design Development
- Departmental Meetings
- Meetings with M&O and Outside Entities
- Pre-Application DSA Meeting





THE NEW SOUTH VALLEY MIDDLE SCHOOL

Area 2 - District MOT Yard

Area 1 - Primary School Site

Area 3 - Gilroy Prep School

GPS loses 23 parking spaces
Potential parking lot?

Quote #
WQ 279484

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.

2d



627 Amersale Drive
Naperville, IL. 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 279484

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
PL32	32 Gallon Plastic Liner Discount Applied	8	14	\$70.00	\$980.00
		Subtotal	112	Subtotal	\$980.00
				<input checked="" type="checkbox"/> 9.0000% Tax	\$88.20
				Shipping	\$337.61
				Grand Total	\$1,405.81

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First Name* Paul

Last Name* Nadeau

Company Gilroy Unified

Address* 7810 Arroyo Circle

Address 2

City* Gilroy

State* CA

Zip Code* 95020

Country US

Phone* (408) 726-1686

Fax

Email paul.nadeau@gilroyunified.org

First Name Paul

Last Name Nadeau

Company Brownwell Middle School

Address* 7800 Carmel Street

Address 2

City* Gilroy

State* CA

Zip Code* 95020

Country US

Phone (408) 726-1686

Fax

Email paul.nadeau@gilroyunified.org

Additional Delivery Services

☒ Phone Call 24 Hours Prior to Delivery◇

☒ Delivery to Residential or Non-Commercial Truck Route Addresses

☐ Power Liftgate Service◇ - Driver will lower shipment from the truck to the ground (Only)

Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.

◇ **Does Not apply to UPS shipments**

Special Instructions

RP-E

Intended Payment Method



Visa

☐

MasterCard

☐

American Express

☐

Discover

☐

Check with Order

☐

On Account

☐

Order Confirmation Method — **Customer Confirmation is Required to Complete Order**

☒ Email Order Confirmation

paul.nadeau@gilroyunified.org

☐ Fax Order Confirmation

☐ Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To')

Phone

Submit Order Confirmation

Cancel Order

CLOSE

Quote Details [Print](#)

Quote Number: 237756572

Billing Address	JR RAYAS Gilroy Unified School District 7810 ARROYO CIR GILROY, CA 95020 Phone 408-843-4530	Shipping Address	Marissa Van Patten Brownell Middle School 7800 CARMEL ST GILROY, CA 95020 Phone 408-843-4530
------------------------	--	-------------------------	--

Qty	Product Description	Availability	Delivery Address	Price	Total Price
1	RCA - 2.6 Cu. Ft. Mini Fridge - Stainless steel Catalog Open Market Item BB21224166 Manufacturer RFR283-STAI Standard Delivery	Usually ships in 1 - 2 weeks	Shipping Address Ship to my address	\$149.99	\$149.99
Product Total:					\$149.99
Standard Delivery:					\$14.01
Oversize Fee:					\$20.00
Tax:					\$13.50
QUOTE TOTAL:					\$197.50

Expiration Date

- 11/19/20

Shipping Method(s)

- (Instructions:)

Payment Type

- Business Advantage Account*****2282

Best Buy For Business is pleased to provide the quote you requested. We realize you have numerous options for procuring IT Products and appreciate that you contacted us. We will honor the prices on this quote through the expiration date identified above.

Given the rapid change in technology and product availability, Best Buy For Business cannot guarantee all the items on this quote will be available for purchase in the future. In that case, we will work together to make changes or modifications to your quote or order.

Thank you for partnering with Best Buy For Business on this opportunity.



Best Buy For Business
7601 Penn Avenue South • Richfield, MN 55423-3645
Phone: 760-290-9274 • Fax: 952-430-9011
Business Pro: Lisa Rothstein
E-mail: Lisa.Rothstein@bestbuy.com





1-800-295-5510

uline.com

customer.service@uline.com

**PRICING
REQUEST**

REQUEST # 44123893

Thank you for your interest in Uline!

PROVIDED TO: GILROY UNIFIED SCHOOL DISTRICT
7810 ARROYO CIR
GILROY CA 95020-7313

SHIP TO: BROWNELL MIDDLE SCHOOL
7800 CARMEL ST
GILROY CA 95020-5097

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
1817918			DC LOGISTICS	10/13/20	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
7	KT	H-2943-63	CHROME WIRE SHELVING UNIT - 72 X 18 X 63"	205.00	1,435.00
14	CT	H-1340-SHELF	CHROME WIRE SHELVES - 72 X 18"	.00	.00
			PART OF KIT		
14	CT	H-1508-POST	POST FOR CHROME WIRE SHELVING - 63"	.00	.00
			PART OF KIT		
3	KT	H-2942-63	CHROME WIRE SHELVING UNIT - 60 X 18 X 63"	180.00	540.00
6	CT	H-1339-SHELF	CHROME WIRE SHELVES - 60 X 18"	.00	.00
			PART OF KIT		
6	CT	H-1508-POST	POST FOR CHROME WIRE SHELVING - 63"	.00	.00
			PART OF KIT		
7	KT	H-2939-63	CHROME WIRE SHELVING UNIT - 30 X 18 X 63"	124.00	868.00
14	CT	H-2700-SHELF	CHROME WIRE SHELVES - 30 X 18"	.00	.00
			PART OF KIT		
14	CT	H-1508-POST	POST FOR CHROME WIRE SHELVING - 63"	.00	.00
			PART OF KIT		

SUB-TOTAL
2,843.00

SALES TAX
255.87

SHIPPING/HANDLING
202.19

TOTAL
3,301.06

NOTE:

ATTENTION: MARISSA VANPATTEN

WILLIAM V. MacGILL & CO.

DISCOUNT FOR SCHOOL NURSE SUPPLIES

1000 N. Lombard Rd.

LOMBARD, ILLINOIS 60148

Illinois 1-800-323-2841

1-800-323-2841 (FAX) 1-800-727-3433

(EMAIL) macgill@macgill.com

or

visit us at our website

www.macgill.com

Quotation

DATE	PAGE
Oct 13, 2020	1
ORDER NUMBER	
QT0069224	
CREATED BY:	
DONNAW	

B
I
L
L
T
O

GILROY UNIFIED SCHOOL DISTRICT
7810 ARROYO CIRCLE
GILROY, CA 95020
US

S
H
I
P
T
O

BROWNELL MIDDLE SCHOOL
7800 CARMEL ST
GILROY, CA, 95020
US

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
EMAIL QUOTE	QUOTE	95020-100		Oct 13, 2020	1	N30

QUANTITY ORDERED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
1	36024	(SHIP FROM MFG \$) ODIN RECOVERY COUCH WITH CHROME LEGS VINYL COLOR: SLATE BLUE LEEANNA HAMMER 669-205-4076 FRT QT #1013LH2 LIFT GATE DELIVERY	475.00	Ea.	475.00
Comments :			Tax Summary :		Less Included Tax
QUOTE EXPIRES 1-13-2021.			CA900	42.75	Subtotal
					Total Sales Tax
					Total Order
					0.00
					475.00
					42.75
					517.75

Original



We have prepared a quote for you

GUSD Christopher High School Pool Camera Install

Quote # Q-GG002973

Version 1

Prepared for:

Gilroy Unified School District

Paul Nadeau

paul.nadeau@gilroyunified.org

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Thursday, November 05, 2020

Gilroy Unified School District
Paul Nadeau
7810 Arroyo Circle
Gilroy, CA 95020
paul.nadeau@gilroyunified.org

Dear Paul,

QOVO Solutions, Inc. is pleased to present this proposal for hardware and services as requested. We pride ourselves on the quality and simplicity of the solutions that we deliver and our company was founded on philosophy that the customer makes the business.

The following is included in this proposal:

Video Surveillance Cameras, Network switch and installation including configuration and customer hand-off with documentation and training as proposed with optional additional items (specified optional).

Hardware licensing as support as specified with advanced hardware replacement and 7x24 support available through the hardware manufacturer.

- 6 - Cameras and Licensing
- Wireless Backhaul
- Wireless Point to point connection (from main CHS modem to main building)
- **Wiring and Installation of said equipment affixed to existing structures**
- On going maintenance is quoted as optional and is highly recommended. As it will cover all labor to replace cameras and switches if needed. Also include quarterly as needed cleanings.

Ongoing maintenance as proposed and available through QOVO Solutions, Inc. (QSI) typically proposed monthly, quarterly or yearly.

Please do not hesitate to let us know if there are any questions.
Sincerely;








Garth Gilmour

QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

HARDWARE







* Contains Optional Items

Line#	Qty	Description	Price	Ext. Price
1.1	6	CB51-30E-HW Verkada CB51-E Outdoor Bullet Camera, 5MP, Varifocal Lens, 30 Days of Storage	\$1,049.25	\$6,295.50
1.2	6*	CB61-30E-HW Verkada CB61-E Outdoor Bullet Camera, 4K, Varifocal Lens, 30 Days of Storage	\$1,349.25	\$8,095.50
1.3	1	Misc Material  Conduit, Mounting Boxes, Velcro, zip ties. Mounting screws and unistrut.	\$360.00	\$360.00
1.4	6	IC1078F6BK ICC Cat 6 HD Modular Connector, Black  ICC Cat 6 HD Modular Connector, White - 1 x RJ-45 Female - Black	\$5.99	\$35.94
1.5	6	ICPCSD03BL ICC Cat 6 Molded Patch Cord  Category 6 for Network Device - Patch Cable - 3 ft - 25 Pack - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network - Gold Plated Contact - Blue	\$7.99	\$47.94
1.6	1	OE-CAT6PWH Plenum - Cat6 4 pair UTP ethernet cable WHT BOX  23/4 C6 CMP/FT6 WHT 1M RL/BOX	\$390.00	\$390.00
1.7	6	RJ45 RJ45 Passthrough Connector 	\$2.53	\$15.18
1.8	1	UCK-RM-G2 Cloud Key Gen2 	\$261.33	\$261.33
1.9	3	US-8-150W Ubiquiti UniFi Ethernet Switch - 2 Layer Supported 	\$206.00	\$618.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

HARDWARE

* Contains Optional Items

Line#	Qty	Description	Price	Ext. Price
1.10	3	POE-24-24W  Ubiquiti Power over Ethernet Injector - 110 V AC, 220 V AC Input - 24 V DC, 1 A Output - 1 Ethernet Input Port(s) - 1 Ethernet Output Port(s) - 24 W	\$14.43	\$43.29
1.11	4	NS-5AC-US  Ubiquiti NanoStation AC NS-5AC IEEE 802.11ac 450 Mbit/s Wireless Access Point - 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Pole-mountable, Wall Mountable	\$129.00	\$516.00
1.12	4	FLEXI-MOUNT  FlexiMount pole and surface mount accessory accommodates both vertical and horizontal pole mounting application.	\$42.00	\$168.00
1.13	6	B12120  12Volt DC 120 Amp Hour Battery 12 Volt DC 120 Amp Hour Sealed Lead Acid, AGM Battery 2-3 Years Lifespan @ 50% Depth of Discharge	\$267.00	\$1,602.00
1.14	6	VE-DC/DC-48M  POE Injectors 48v / 24v 12/24VDC to 48V PoE Injector (Metal Case) Input: 9-36VDC, Output: 48V Passive PoE @ 24W	\$125.00	\$750.00
1.15	3	ENC-NEMA3 Industrial Nema 3 Enclosure w/DIN Rails Exterior Nema 3 Enclosure	\$142.00	\$426.00
1.16	3	ALV2-100W  100W Solar Kit inc. Solar Panel, Enclosure, Charging Module 100W Solar Kit - Lithium Compatible Enclosure space for (2) 100Ah Batteries (Batteries & Pole Sold Separately). Max Continuous Watts: (14W in Zone1, 12.5W in Zone2, 9.5W in Zone3, 6.5W in Zone4, 3.5W in Zone5)	\$1,758.00	\$5,274.00
1.17		Camera Options		

* Optional Subtotal: \$8,095.50


Subtotal: \$16,803.18

Estimated Tax: \$1,512.28






- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

LICENSING & MFR. SUPPORT

Line#	Qty	Description	Price	Ext. Price
2.1	6	LIC-3Y Verkada 3 Year License 	\$374.25	\$2,245.50

Subtotal: \$2,245.50

PROFESSIONAL SERVICES





Line#	Qty	Description	Price	Ext. Price
3.1	6	PS-WP-EXT Camera Exterior - Wire Placement 	\$345.00	\$2,070.00
3.2	3	PS-SW-INST Switch Installation, Configuration, alignment, network config and labeling. 	\$225.00	\$675.00
3.3	1	PS-POWER-INST Installation of AC Outlets on existing infrastructure/poles	\$165.00	\$165.00
3.4	4	PS-WIFI-INST Wireless Configuration, alignment, network config and labeling. 	\$225.00	\$900.00

Subtotal: \$3,810.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

OPTIONAL SURVEILLANCE SUPPORT - MONTHLY

* Contains Optional Items

Line#	Qty	Description	Recurring	Ext. Recurring
5.1	1*	 QSCS-1 Support Camera 1 Network Site Base Camera Site Support - 1 Network Site location Includes: Notifications, Remote Support and Ongoing Training for your staff. - Quarterly Camera Cleaning. -On Site tech for camera replacement. Excludes any Wiring or Cabling to the camera. Customer is responsible for network infrastructure.	\$75.00	\$75.00
5.2	6*	 QSCS-CAM 1-20 Camera Support up 20 Camera Support fee per camera up to 20	\$5.00	\$30.00
5.3	2*	 QSCS-NET 1-2 Network Switch Support up 2 Network Switch Support fee per switch max limit 2.	\$15.00	\$30.00
5.4	1*	 QSCS-NET 2-PLUS Network Switch Support 2 + Network Switch Support fee additional units above 2	\$10.00	\$10.00

* Optional Monthly Subtotal: \$145.00


NOTES

Line#	Qty	Description
6.1	1	Note Terms and Conditions Taxes, shipping, handling and other fee Terms and Conditions Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All orders paid by Credit Card will incur and 3% handling and convenience fee.



- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

SHIPPING

Line#	Qty	Description	Price	Ext. Price
7.1	1	UPS-GROUND  UPS-GROUND SHIPPING	\$140.00	\$140.00

Subtotal: \$140.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



GUSD Christopher High School Pool Camera Install

Prepared by:

QOVO Solutions, Inc.
Garth Gilmour
844.768.6462
garth@qovoinc.com

Prepared for:

Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
Paul Nadeau
(408) 726-1686
paul.nadeau@gilroyunified.org

Quote Information:

Quote #: Q-GG002973
Version: 1
Delivery Date: 11/05/2020
Expiration Date: 12/05/2020

Quote Summary

Description	Amount
HARDWARE	\$16,803.18
LICENSING & MFR. SUPPORT	\$2,245.50
PROFESSIONAL SERVICES	\$3,810.00
Subtotal:	\$22,858.68
Shipping:	\$140.00
Estimated Tax:	\$1,512.28
Total:	\$24,510.96

*Optional Expenses

Description	One-Time
HARDWARE	\$8,095.50
Optional Subtotal:	\$8,095.50

*Optional Expenses

Description	Recurring
OPTIONAL SURVEILLANCE SUPPORT - MONTHLY	\$145.00
Optional Subtotal:	\$145.00

Payment Details

Description	Payments	Interval	Amount
Mobilization Deposit			
Mobilization Deposit Billed Upon Approved Contract.	1	One-Time	\$12,255.48

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Payment Details

Description	Payments	Interval	Amount
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	\$12,255.48

TERMS AND CONDITIONS

PRICING:

Quote is valid for 30 days from issuance.

PAYMENT TERMS: Net 30

Taxes, shipping, handling and other fees may apply, actual amounts will be provided upon invoicing. Unless otherwise agreed in writing by QOVO Solutions Inc. all invoices are payable with twenty-one (21) days of the date of invoice. All hardware, software, and/or manufacturer related services will be invoiced upon shipment from the manufacturer. We reserve the right to cancel orders arising from pricing or other errors.

LATE PAYMENT POLICY:

Penalties will be applied to all late payment of 3% of the outstanding value.

PURCHASE ORDERS:

In the event your company does not issue Purchase Orders (PO), please utilize the signature option below. Your signature below is considered equivalent to your signed Purchase Order. With your acceptance, you are also signing and agreeing to the purchase of the products and services included and the terms and conditions of this quote. If you have any questions, please contact your sales representative directly.

COMMUNICATIONS:

The information contained in this transmission may be confidential. Any disclosure, copying, or further distribution of confidential information is not permitted unless such privilege is explicitly granted in writing by QOVO Solutions, Inc.(QSI). QSI reserves the right to have electronic communications, including email and attachments, sent across its networks filtered through anti-virus and spam software programs and retain such messages in order to comply with applicable data security and retention requirements. QSI is not responsible for the proper and complete transmission of the substance of this communication or for any delay in its receipt.

QOVO Solutions, Inc.

Gilroy Unified School District

Signature: 

Name: Garth Gilmour

Title:

Date: 11/05/2020

Signature: _____

Name: Paul Nadeau

Date: _____



We have prepared a quote for you

GUSD Gilroy High School Pool Video Surveillance
proposal

Quote # Q-GG002902

Version 1

Prepared for:

Gilroy Unified School District

Paul Nadeau

paul.nadeau@gilroyunified.org

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Tuesday, September 22, 2020

Gilroy Unified School District
Paul Nadeau
7810 Arroyo Circle
Gilroy, CA 95020
paul.nadeau@gilroyunified.org

Dear Paul,

QOVO Solutions, Inc. is pleased to present this proposal for hardware and services as requested. We pride ourselves on the quality and simplicity of the solutions that we deliver and our company was founded on philosophy that the customer makes the business.

This proposal is presented without a prior site survey. As such the proposal cannot be considered final until a site survey has been performed and all pricing is considered budgetary until the final site survey is completed.

The following is included in this proposal:

Five video surveillance cameras with one optional location for complete coverage of the existing pool at GUSD Gilroy High School.

1. Camera to cover the main entry gate to the pool.
2. Camera to cover the right entry gate to the pool and pool deck towards main entry.
3. Right rear of pool deck.
4. # Optional left rear of pool deck.
5. Front left entry for pool deck and covering the main gate to main entry.
6. Front left entry covering the football field and entry gate.

GUSD IT Department will provide DHCP and PoE enabled switch ports for all installed cameras.

Versions:

This is version 1 of the proposal and includes optional items.

Ongoing maintenance as proposed and available through QOVO Solutions, Inc. (QSI) typically proposed monthly, quarterly or yearly.

Please do not hesitate to let us know if there are any questions.
Sincerely;



- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

A handwritten signature in black ink, appearing to read "G. Gilmour", with a small dot at the end.



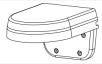





Garth Gilmour

QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

HARDWARE



* Contains Optional Items

Line#	Qty	Description	Price	Ext. Price
1.1	4	CD51-30E-HW  Verkada CD51 Outdoor, 5MP, Zoom Lens, 30 days of storage	\$846.35	\$3,385.40
1.2		VERKADA BULLET CAMERAS		
1.3	1	CB51-30E-HW Verkada CB51-E Outdoor Bullet Camera, 5MP, Varifocal Lens, 30 Days of Storage	\$987.53	\$987.53
1.4	1*	CB51-30E-HW Verkada CB51-E Outdoor Bullet Camera, 5MP, Varifocal Lens, 30 Days of Storage	\$987.53	\$987.53
1.5	2	ACC-MNT-2  Verkada Arm Mount Kit Wall mounted extender arm Use with Verkada ACC-MNT-1 pendant cap	\$89.00	\$178.00
1.6	2	ACC-MNT-3  Verkada L-Bracket Mount Kit Compact bracket for mounting camera perpendicular to wall Compatible with Verkada D30 and D50 cameras	\$103.20	\$206.40
1.7	2	ACC-MNT-8  Verkada Pendant Cap Mount Kit Verkada Pendant Cap Mount Kit	\$69.00	\$138.00
1.8	1	Misc Material  Conduit, Mounting Boxes, Velcro, zip ties. Mounting screws and unistrut.	\$686.00	\$686.00
1.9	1	IC107BP241  ICC Flush Mount Blank Patch Panel - 24 - 24 Port(s) - 24 x RJ-11 - 1U High - 19" Wide - Rack-mountable	\$19.29	\$19.29
1.10	6	IC1078F6BK  ICC Cat 6 HD Modular Connector, Black ICC Cat 6 HD Modular Connector, White - 1 x RJ-45 Female - Black	\$5.99	\$35.94
1.11	6	ICPCSD03BL  ICC Cat 6 Molded Patch Cord Category 6 for Network Device - Patch Cable - 3 ft - 25 Pack - 1 x RJ-45 Male Network - 1 x RJ-45 Male Network - Gold Plated Contact - Blue	\$7.99	\$47.94

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

HARDWARE

* Contains Optional Items

Line#	Qty	Description	Price	Ext. Price
1.12	2	OD-CABLE  Stranded, 550Mhz, UTP, Pure Bare Copper Wire, Outdoor, 23AWG, Black	\$385.22	\$770.44
1.13	6	RJ45  RJ45 Passthrough Connector	\$2.53	\$15.18



* Optional Subtotal: \$987.53

Subtotal: \$6,470.12

Estimated Tax: \$582.32

LICENSING & MFR. SUPPORT

* Contains Optional Items


Line#	Qty	Description	Price	Ext. Price
2.1	5	LIC-3Y  Verkada 3 Year License	\$352.24	\$1,761.20
2.2	1*	LIC-3Y  Verkada 3 Year License	\$352.24	\$352.24

* Optional Subtotal: \$352.24

Subtotal: \$1,761.20

PROFESSIONAL SERVICES






* Contains Optional Items

Line#	Qty	Description	Price	Ext. Price
3.1	5	PS-WP-EXT  Camera Exterior - Wire Placement	\$345.00	\$1,725.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

PROFESSIONAL SERVICES

* Contains Optional Items

Line#	Qty	Description	Price	Ext. Price	
3.2	1	PS-WP-EXT  PS Wire Placement	Camera Exterior - Wire Placement	\$345.00	\$345.00
3.3	5	PS-CAM-INST  PS Camera Installation	Camera Installation, Configuration, alignment, network config and labeling.	\$140.00	\$700.00
3.4	1 *	PS-CAM-INST  PS Camera Installation	Camera Installation, Configuration, alignment, network config and labeling.	\$140.00	\$140.00
3.5	5	PS-WP-EXT  PS Wire Placement	Conduit placement and penetration sealing	\$220.00	\$1,100.00
3.6	1	AERIAL-RENTAL 	Boom/Lift Rental if required for installation will be billed at local rental rates. Boom Lift Rental	\$480.00	\$480.00

* Optional Subtotal: \$140.00

Subtotal: \$4,350.00

NOTES


Line#	Qty	Description
5.1	1	Note Terms and Conditions Taxes, shipping, handling and other fee Terms and Conditions Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All orders paid by Credit Card will incur and 3% handling and convenience fee.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE

NOTES

Line#	Qty	Description
5.2	1	<p>Note</p> <p>Please note that the proposed system needs to have a Basic High Speed Internet to configure, control to be functional. This allows for remote monitoring and visibility to the camera system. The Verkada model is to remove the need for a local DVR/Machine that draws power and requires maintenance and updates. The High Speed internet can be shared with other facility uses such as Access Control Systems and other shared services.</p>
5.3	1	<p>Exclusion</p> <p>Qovo Solutions Inc is not providing high speed internet or managed services unless otherwise noted with in this quote.</p>
5.4	6	<p>Note - IDF Power</p> <p>Each MDF/IDF location will need access to 1 power outlet to power up provided switch which will provide power to cameras.</p>

SHIPPING

Line#	Qty	Description	Price	Ext. Price
6.1	1	<p>UPS-GROUND</p> <p> UPS-GROUND SHIPPING</p>	\$155.00	\$155.00

Subtotal: \$155.00

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



GUSD Gilroy High School Pool Video Surveillance proposal

Prepared by:

QOVO Solutions, Inc.
Garth Gilmour
844.768.6462
garth@qovoinc.com

Prepared for:

Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
Paul Nadeau
(408) 726-1686
paul.nadeau@gilroyunified.org

Quote Information:

Quote #: Q-GG002902
Version: 1
Delivery Date: 09/22/2020
Expiration Date: 10/22/2020

Quote Summary

Description	Amount
HARDWARE	\$6,470.12
LICENSING & MFR. SUPPORT	\$1,761.20
PROFESSIONAL SERVICES	\$4,350.00
Subtotal:	\$12,581.32
Shipping:	\$155.00
Estimated Tax:	\$582.32
Total:	\$13,318.64

*Optional Expenses

Description	One-Time
HARDWARE	\$987.53
LICENSING & MFR. SUPPORT	\$352.24
PROFESSIONAL SERVICES	\$140.00
Optional Subtotal:	\$1,479.77

Payment Details

Description	Payments	Interval	Amount
Mobilization Deposit			
Mobilization Deposit Billed Upon Approved Contract.	1	One-Time	\$6,659.32
Progress Billing			
Progress Billing @ 100% Completion	1	One-Time	\$6,659.32

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



TERMS AND CONDITIONS

PRICING:

Quote is valid for 30 days from issuance.

PAYMENT TERMS: Net 30

Taxes, shipping, handling and other fees may apply, actual amounts will be provided upon invoicing. Unless otherwise agreed in writing by QOVO Solutions Inc. all invoices are payable with twenty-one (21) days of the date of invoice. All hardware, software, and/or manufacturer related services will be invoiced upon shipment from the manufacturer. We reserve the right to cancel orders arising from pricing or other errors.

LATE PAYMENT POLICY:

Penalties will be applied to all late payment of 3% of the outstanding value.

PURCHASE ORDERS:


In the event your company does not issue Purchase Orders (PO), please utilize the signature option below. Your signature below is considered equivalent to your signed Purchase Order. With your acceptance, you are also signing and agreeing to the purchase of the products and services included and the terms and conditions of this quote. If you have any questions, please contact your sales representative directly.

COMMUNICATIONS:

The information contained in this transmission may be confidential. Any disclosure, copying, or further distribution of confidential information is not permitted unless such privilege is explicitly granted in writing by QOVO Solutions, Inc.(QSI). QSI reserves the right to have electronic communications, including email and attachments, sent across its networks filtered through anti-virus and spam software programs and retain such messages in order to comply with applicable data security and retention requirements. QSI is not responsible for the proper and complete transmission of the substance of this communication or for any delay in its receipt.

QOVO Solutions, Inc.

Gilroy Unified School District

Signature: 
Name: Garth Gilmour
Title:
Date: 09/22/2020

Signature: _____
Name: Paul Nadeau
Date: _____

Architectural Systems
P.O. Box 1092
San Martin, CA 95046 US
(877)899-9492
cynthiaf@as-inc.com
www.as-inc.com



Estimate

ADDRESS

Gilroy School District

ESTIMATE # 5216

DATE 10/15/2020

ACTIVITY	QTY	RATE	AMOUNT
Rucker school Fencing Replacement For 6' tall Fence			
Item # 1 : Double Swing Vehicle Gates	1	39,247.50	39,247.50
Installation of (8) new Double swing roughly 20' wide gates with locking cane bolts. Includes demo and off haul of old gates, welding extension onto existing posts, new hinges and painting of existing posts for gate			
Item # 2 : Double Pedestrian Gates	1	18,482.50	18,482.50
Installation of (2) Double ped gates with one operable leaf with panic hardware and self closing hinges & mesh on both gate leafs and to the side of the active leaf to prevent reaching around. Includes welding New extensions onto posts, grinding posts smooth and painting them black. Includes new hinges. inactive leaf to have butt hinges and locking cane bolt.			
Item # 3 : Single Pedestrian gates	1	35,956.25	35,956.25
Installation of (5) single ped gates with panic hardware and self closing hinges & gate leaf and to the side of the active leaf to prevent reaching around. Includes welding New extensions onto posts, grinding posts smooth and painting them black. Includes new hinges. inactive leaf to have butt hinges and locking cane bolt.			
Item # 4 Iron Fence panels	1	126,121.56	126,121.56
Existing posts to be sleeved with 2 1/2" x 2 1/2" pre-galvanized powder coated posts. Includes demo and offhaul of existing panels. Pickets to extend 4" above top rail and 4" below bottom rail. Pickets to be 3/4" square with 1 1/2" rails.			

ACTIVITY	QTY	RATE	AMOUNT
Item # 5 : Chain Link Fence Includes removal of existing fence, setting of new posts where necessary, sleeving posts that can be sleeved. Mesh and frame work to be black with black top rail.	1	18,125.00	18,125.00

7' tall Fencing :
of items 1-5 above: total is \$241,432.68 only \$3,500.00 more than the 6'

8' tall Fencing :
of items 1-5 above: total is \$243,124.45 only \$5,191.00 more than the 6'

Architectural Systems Any Questions Please Call : Chris Johnston 408.628.1347	TOTAL	\$237,932.81
--	-------	--------------

Accepted By

Accepted Date

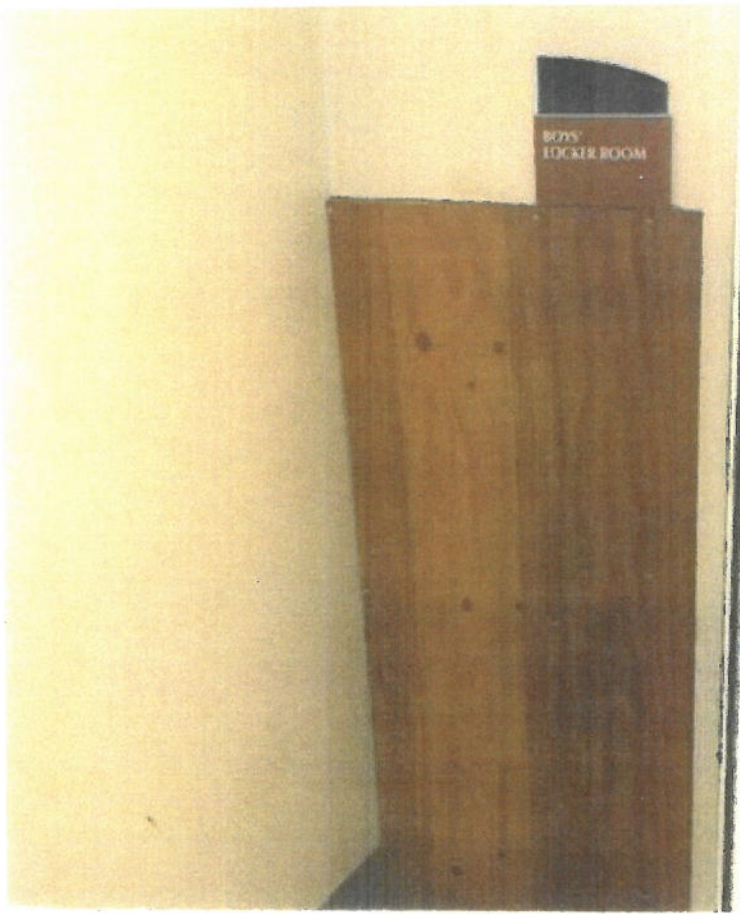
3a



- 8' Tall Iron Fence
- 8' Tall Iron Dbl Vehicle Gate
- 8' Tall Iron Ped Gate Single
- 8' Tall Iron Ped Gate Double
- 8' Tall Chain link Fence
- Eliminate Gate

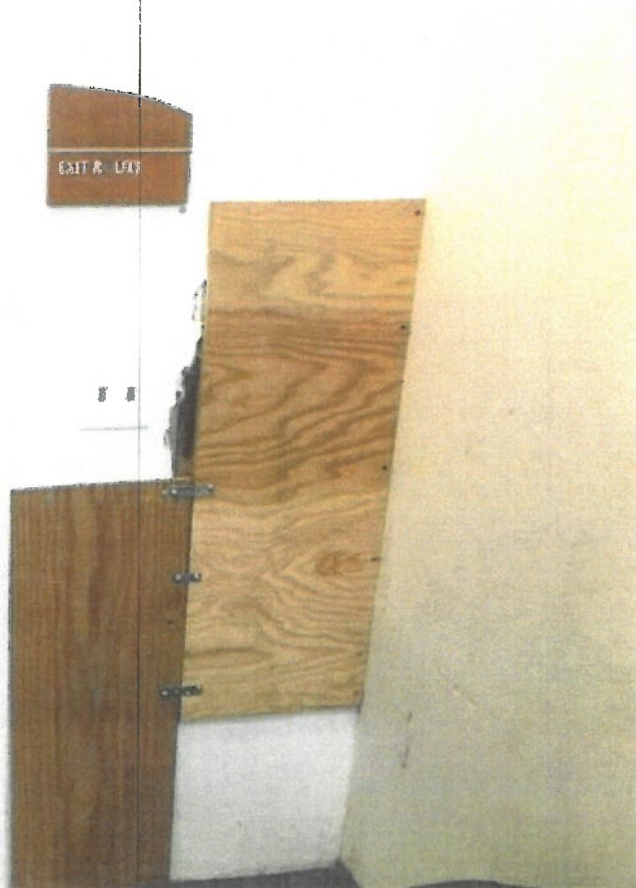
11/5/2020

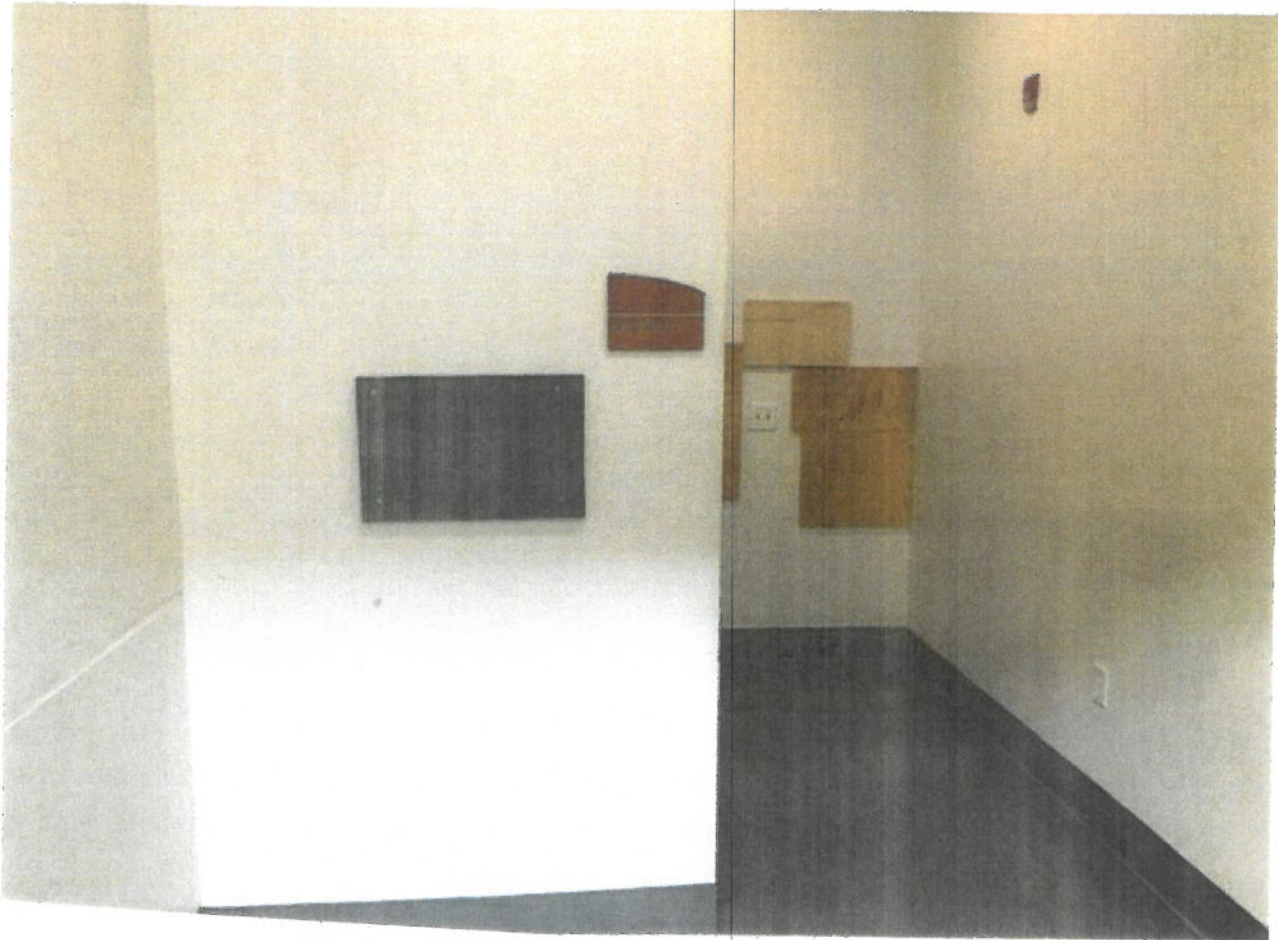
IMG_1335.JPG

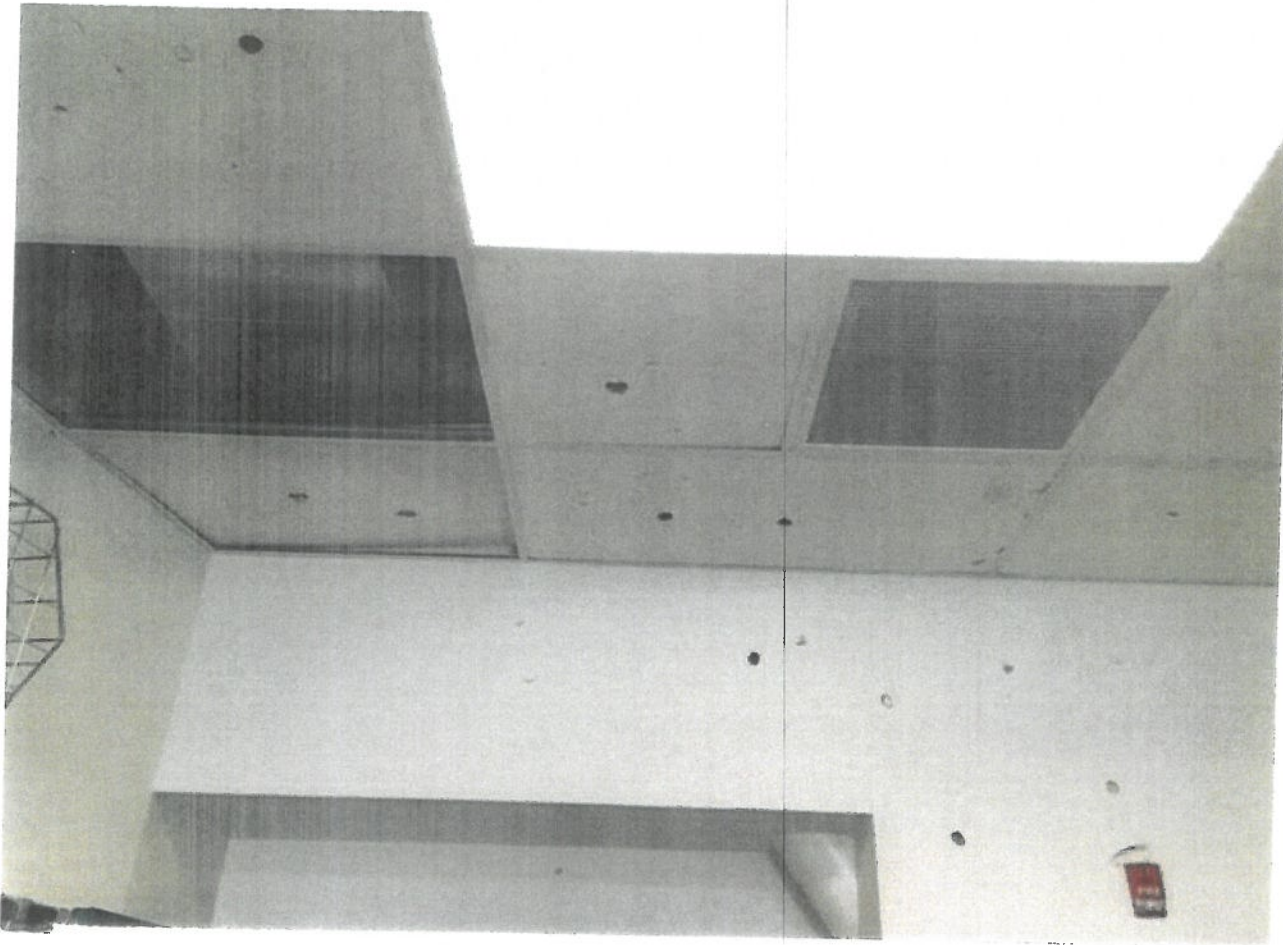


11/5/2020

IMG_1336.JPG





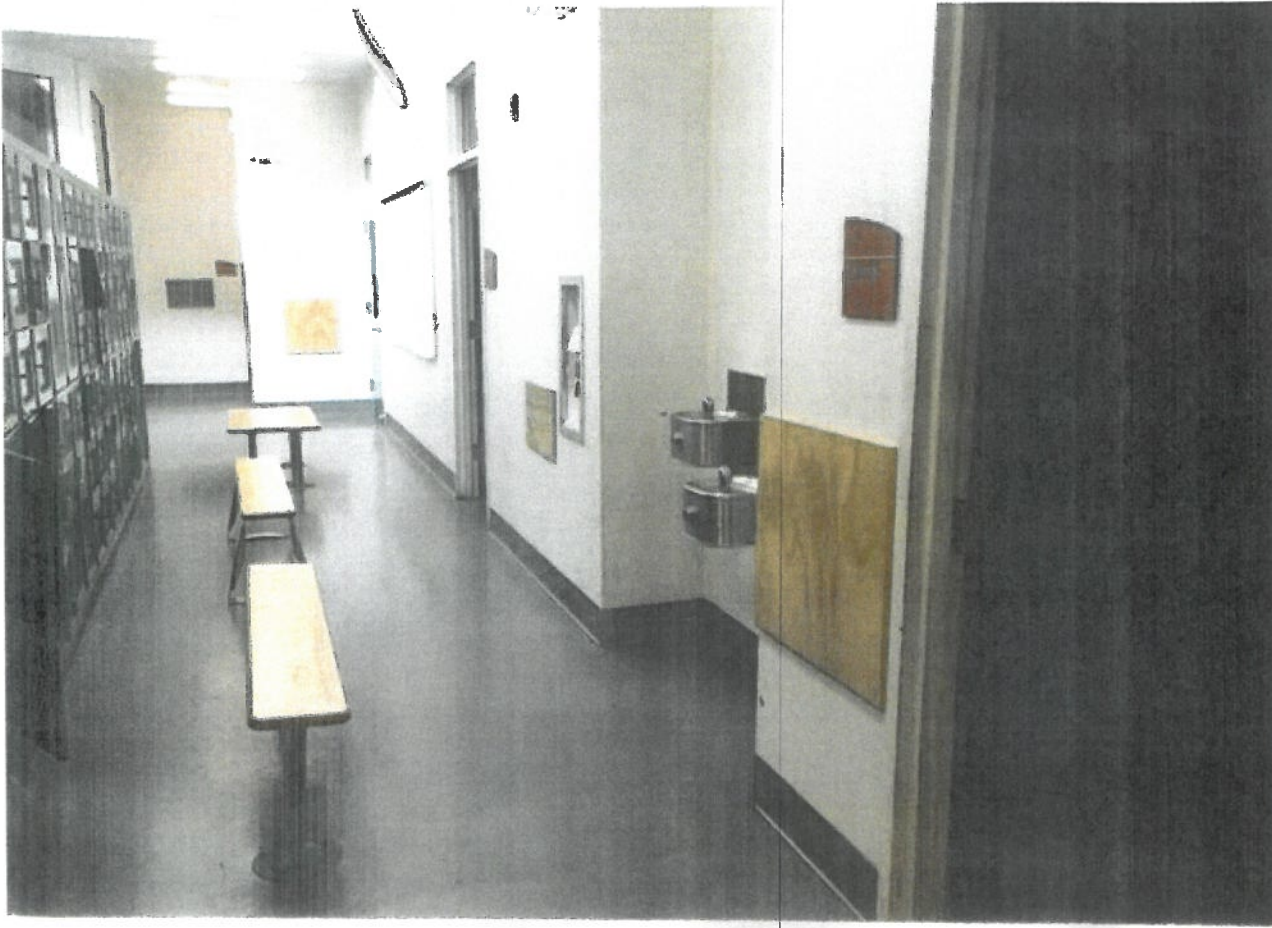




11/5/2020

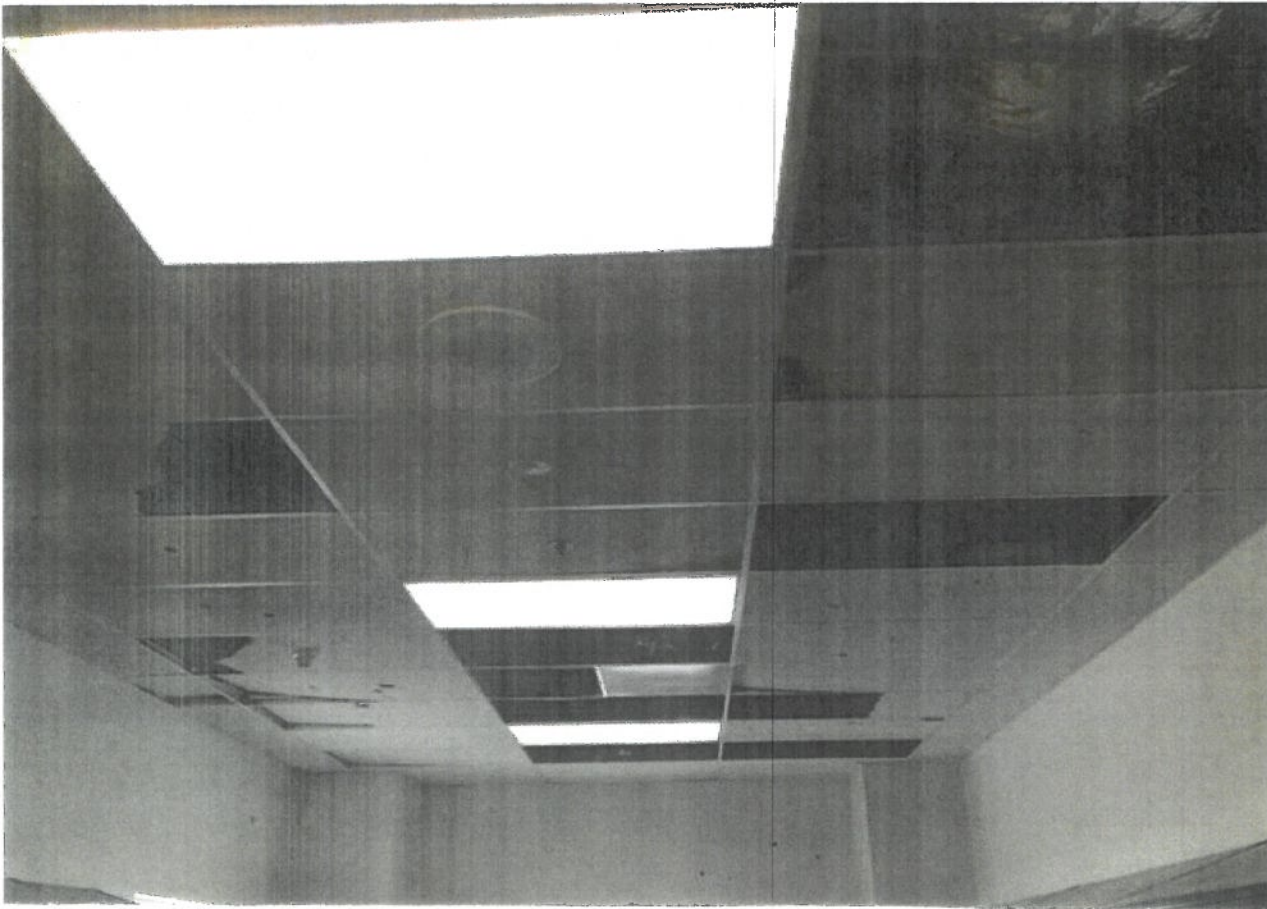
IMG_1337.JPG

3b



11/5/2020

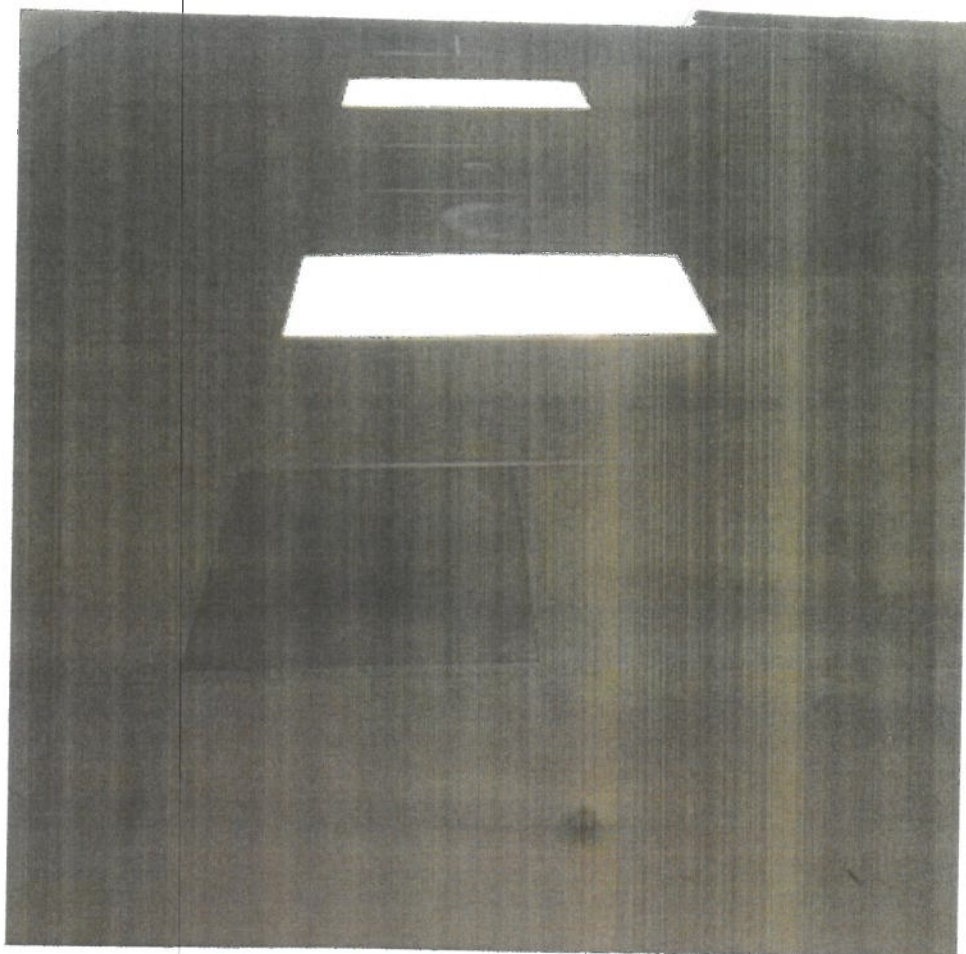
IMG_1338.JPG





IMG_1343.JPG

11/5/2020





QUOTE

3c

Quote Date: 11/4/2020
Quote Expire 30 - Days

NOR*CAL Portable Services

PO Box 53328

San Jose, CA 95153

408-842-8448 / 888-667-2256 / 408-842-8405 FAX

Bill To:

Dan McAuliffe

Gilroy Unified School Dist.

408-710-8480

dan.mcauliffe@gilroyunified.org

Ship To:

TBD

Gilroy, CA

Job Name/Job #:

Delivery Date: tbd

Pick-Up Date: tbd

Product / Service	Description	QTY	Unit Price	Billing Type	Extended Price
Standard Portable Toilet	rental & weekly service	1	\$160.00	monthly	\$160.00
Handwash Station	rental & weekly service	1	\$195.00	monthly	\$195.00
Delivery & Set-Up	toilet or sink, per unit	1	\$50.00	one time	\$50.00
Breakdown & Pick-Up	toilet or sink, per unit	1	\$50.00	one time	\$50.00

TOTAL: \$455.00

Rental Terms:

Quote includes (1) set-up and (1) pick-up. Additional charges will apply for partial pick-ups. Quoted price does not include tax, appropriate tax will be charged when required. All fence deliveries are subject to a minimum order charge. Customer is responsible for marking underground utilities before installing post driven fence. Changes to orders must be agreed to prior to delivery or additional charges will apply. NOR*CAL does not assume responsibility for lost or damaged items on a rental site, or any damage caused by rented equipment. The cost of replacement or repair will be the responsibility of the customer. There will be an additional charge over and above the quoted price for all stand-by time, or extra time onsite due to Customer changes.

Luxury Trailer / Event Terms and Cancellation Policy:

All events require a 50% deposit at time of order. Balance of the order is due upon delivery. Any event that is cancelled 14 - days prior to the event will have the deposit refunded. Any cancellations 14 - days or less prior to the event will be charged 50% of the total contract price. Our company does not make allowances for last minute event cancellations due to weather conditions. There will be an additional charge over and above the quoted price for all stand-by time, or extra time onsite due to Customer changes. Customer is responsible to provide power, water, and connections (garden hose(s) & heavy duty power cords), propane, janitorial services and is also responsible for any damage or necessary repairs required after the rental.

I have read, understand and agree to all of the above conditions.

Customer Signature:

Printed Name:

Date:



Phone: (408) 710-7420

Fax: (408) 683-4120

License #917713 | DIR #1000021413

Page No. 1 of 1

Date: Nov 6th 2020

PROPOSAL

PROPOSAL SUBMITTED TO G.U.S.D. / DAN MC AULIFFE		EMAIL Dan.mcauliffe@gusd.k12.ca.us	DATE OF PLANS/PAGE #'S
PHONE NUMBER 408-337-3227	FAX NUMBER 408-848-6424	JOB NAME Trip Hazard Repair	
ADDRESS, CITY, STATE, ZIP 7810 ARROYO CIR. GILROY, CA. 95020		JOB LOCATION El Roble School	

We propose hereby to furnish material and labor necessary for the completion of:

- Grind Dow Approx 780 LF by 8" to 12" wide of raised concrete that creates sever trip hazards in quad area .
- Grind / Patch lifted Asphalt in two areas in play ground area approx 20' by 12"
- Pour concrete in area where under ground repairs where done by others approx 48 SF .
-
-

• **NOTE :**

Total Cost \$10,674

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
Ten thousand six hundred seventy four dollars ———— dollars \$10,674

Payment as follows: Payment in full is expected upon completion

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized
Signature

Note: this proposal may be withdrawn by us

if not accepted within 10 Days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

efconcrete2008@yahoo.com | www.efconcrete.com









3e







Natalie Martinez <natalie.martinez@gilroyunified.org>

Fwd: Restroom Follow Up and Need Additional Picnic Tables

Alvaro Meza <alvaro.meza@gilroyunified.org>

Tue, Oct 20, 2020 at 10:11 AM

To: Natalie Martinez <natalie.martinez@gilroyunified.org>

Cc: Dan McAuliffe <dan.mcauliffe@gilroyunified.org>, Paul Nadeau <paul.nadeau@gilroyunified.org>

Hi Natalie,

Please add "**Rucker request for additional restrooms**" to my facility related items for the meeting on 11/13.

Dan will hopefully have an update/cost options for fences at Rucker as well.

Thanks

*Alvaro Meza**Assistant Superintendent, Business Services/**Chief Business Official**Gilroy Unified School District***7810 Arroyo Circle****Gilroy, CA 95020****(669) 205-4080**

Electronic mail sent through the Internet is not secure. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

----- Forwarded message -----

From: **Jean Wells-Southland** <jean.wells-southland@gilroyunified.org>

Date: Tue, Oct 20, 2020 at 9:49 AM

Subject: Restroom Follow Up and Need Additional Picnic Tables

To: Dan McAuliffe <dan.mcauliffe@gilroyunified.org>, Alvaro Meza <alvaro.meza@gilroyunified.org>, Aurelio Rodriguez <aurelio.rodriguez@gilroyunified.org>

Good Morning-

I wanted to loop back with all of you on an item from the safety walk that we did earlier this school year. We had discussed the need for more restrooms on the north/east side of the Rucker campus. Is there a possibility that we can add a portable restroom trailer to that area of the campus?

Also, we are adding an additional 20 students to our on campus program next week. Are there any additional picnic tables that we could use to accommodate the need for additional seating at meal time? We estimated that 3 or 4 additional tables will be adequate.

Thank you for your continued support,
Jean

--

Jean Southland

Principal

Rucker Elementary School

669-205-4800

Val's PLUMBING & HEATING, INC.

CALIFORNIA STATE CONTRACTORS LICENSE NUMBER 236164
 Telephone (831) 424-1633 • Fax (831) 754-5514
 413 FRONT STREET
 SALINAS, CALIFORNIA 93901-3609

Visit us on the web at: <http://www.valsplumbing.com>

11-9-2020

Gilroy Unified School District
 Attn: Dan McAuliffe

Re: **COVID-19 RESPONSE PROPOSAL - GILROY USD -
 SCHOOL REOPENING - HVAC SUPPORT, VERIFICATION WORK,
 AND HVAC REPAIRS**

SCOPE OF WORK

◆ General

1. The team for this scope of work will consist of 3 different companies:
 - a. Val's Plumbing & Heating, Inc. (Mechanical Contractor) – Prime Contractor
 - b. Alpha Air balancing, Inc. (Testing, Adjusting and Balancing Contractor)
 - c. Cypress Engineering Group, LLC (Commissioning, Verification and Engineering Support)
2. Schools covered under this proposal (District to provide priority to contractor team to start the investigation, adjustments and verifications):
 1. El Roble Elementary (930 Third Street, Gilroy, CA 95020)
 2. Elliot Elementary (475 Old Gilroy Street, Gilroy, CA 95020)
 3. Glen View Elementary (600 West Eighth Street, Gilroy, CA 95020)
 4. Las Animas Elementary (6550 Cimino Street, Gilroy, CA 95020)
 5. Luigi Aprea Elementary, (9225 Calle Del Rey, Gilroy, CA 95020)
 6. Rod Kelley Elementary, 8755 Kern Avenue, Gilroy, CA 95020)
 7. Rucker Elementary, 325 Santa Clara Avenue, Gilroy, CA 95020
 8. Ascencion Solorsano Middle School, (7121 Grenache Way, Gilroy, CA 95020)
 9. Brownell Middle School (7800 Carmel Street, Gilroy, CA, 95020)
 10. South Valley Middle School, 385 I.O.O.F Avenue, Gilroy, CA 95020
 11. Christopher High School, 850 Day Road, Gilroy, CA 95020
 12. Gilroy High School, (750 West 10th Street, Gilroy, CA 95020)
 13. Dr. TJ Owens Gilroy Early College Academy (GECA, (5055 Santa Teresa Blvd., PB-17, Gilroy CA)
 14. Mt. Madonna Continuation High School (8750 Hirasaki Court, Gilroy, CA
 15. District Office and Adult Education (7881 Murray Avenue, Gilroy, CA 95020)
3. Meet with district to explain the scope of work and coordinate housekeeping rules and regulations.
 - a. Contractor Operation hours and access to the sites
 - b. Covid-19 Rules for working at the sites and the buildings
 - c. Roles and Responsibilities of contractor team and district support personnel

GUSD _____ Val's _____

- d. Access to buildings (some of the classrooms may be in operation by teachers for distance learning)
- e. Buildings or spaces with Alarms
- f. Roof Accesses (District to provide the roof access locations and open the locks or provide a key for the locks)
- g. Access to District Building Management System or Pelican thermostats
- h. District Point of contact person and HVAC technician
- i. Equipment List to be included in the scope (District As Build Record Drawings may be necessary for some of the adjustments)
- j. Intended occupancy in each occupied classroom
- k. Explained the detailed scope of work and understating the expectations.

4. Contractor Scope of Work.

SCOPE	Responsible Party
Provide Preliminary Retro-commissioning plan includes the rules and regulations how to work in GUSD sites safely and how contractor's team progress in assigned work. This plan also includes the sites and schedule of events. Schedules will be updated weekly in to see the progress.	Cypress Engineering Group (CEG)
Create a check list for what functions will be checked and adjusting the equipment	CEG
Create a summary list showing what is checked and adjusted for each school site	CEG
School Priority List	GUSD
Access to sites	GUSD
Merv-13 Filter Inventory required per site	District
Marv-13 Filter Replacement	Val's Plumbing or district
Outside Air Measurement and any/all required air adjustments	Alpha Air
Start checking the Equipment based on Check list. Start 2 Separate sites and 2 separate team. All repairs/equipment modifications:	Val's Plumbing
Schedule Programming	District
Decide Outside Air Amounts (CFMs) per the guidelines and regulations per each space and provide these to Balancing Contractor	CEG
Adjust Outside Air amounts (CFMs) for each equipment	Alpha Air
Verification of equipment operations in different mode and Ventilation (outside air CFMs) and provide Certifications for each space.	CEG

- 5. Retro-commissioning provider to support (answer the questions) the contractors doing the HVAC system fixes, and the district for questions related to HVAC systems.
- 6. (Val's Plumbing and Alpha Air) Teams will allocate 30 to 45 min per piece of equipment to check for proper operation of each HVAC unit, and check the modes of operations.

GUSD _____ Val's _____

If the equipment is not able to be checked and adjusted in allocated time, or is not working properly at time of initial assessment, Val's will note the issue on an equipment log and provide an additive required work list, per site, to District through Commissioning Provider. *Additional diagnosis time per piece of equipment may be required, and is materially approved by execution of this proposal, since we are working on a T&M basis for this purpose.

7. Commissioning provider and district to assess the conditions and approve the selected proposed fixes and cost amounts for contractor approvals. These costs will be additive to this proposal, and will be either approximate cost estimates for smaller repair items, or fixed fee lump sum prices for approval by owner.
8. Contractor will use separate team or technicians for added work. Initial team will continue checking the rest of the equipment and sites. Schedule to vary, depending on availability of manpower, parts, or both.
9. Sampling: Verify the operation of one or two of sample of each major type of HVAC systems (Furnace, Roof Top Package Units, Wall Heat Pump, etc.) and controls in each site.
10. All field observations will be limited to those parts of the HVAC and plumbing system that are readily accessible (including components behind access panels) and can be visually confirmed.
11. Cypress Engineering Group, LLC will work with contractors directly to help facilitate the work, and will keep and district in informed with progress and other required communications.

◆ **Retro-Commissioning Provider Deliverables**

1. Provide scope of work and performance specifications to contractors
2. Compile and provide existing information district has to contractors
3. Provide site plans to show the existing room numbers. (Site Plans shall be provided by District)
4. Overview of Contractors report and comment.
5. Provide Brief recommendation for repairs or replacement of systems.
6. The report will be school, building and room specific as appropriate
7. Organize the reports as specific format as needed.
8. Verify and Certify each Space

ASSUMPTIONS

- ◆ Site visit can be done anytime including Saturdays as long as coordinated with district. All the sites will be available and access is granted to roof, mechanical rooms, typical space (classroom, office, etc.), restrooms and closets having mechanical and plumbing systems.
- ◆ Existing Mechanical and Plumbing Record drawings will be provided to Cypress Engineering Group.
- ◆ District will provide ladder access to roofs and shall open the locked doors and accesses during site work.
- ◆ District will make all existing school site building mechanical HVAC and plumbing documents available to this team, and no cost, prior to start of work on sites, in full size paper or .pdf format.
- ◆ Val's to provide all HVAC and plumbing work that is required to satisfy the intent of this scope.
- ◆ Alpha Air (TAB Contractor) will provide calibrated Air Flow measurement devices (Air Flow

- Hood, etc.) during verification, and final reports required, at the completion of work at each site.
- ◆ Work is included inside the buildings and roofs, site work is not part of the scope
 - ◆ No equipment or piping disassembly will be provided.
 - ◆ Generally, all work is expected to take place during regular hours. Saturday work, or extended hours work M-F can be accomplished for appropriate added hourly fee, and by owner approval.
 - ◆ Additional fixes and equipment replacements are not part of the Contractors work under this proposal, and it will be tracked by additional Purchase Order or approvals, per site.
 - ◆ This contracting team will provide maximum available manpower to complete this scope of work as efficiently, orderly, and professionally as possible. Because there are many unknowns before we start, we cannot guarantee a specific completion date, nor can we be responsible for any liquidated damages or financial penalties in any way.
 - ◆ All existing HVAC equipment is in good working order and has been maintained according to manufacturer's recommendations and school district standards.
 - ◆ All HVAC repairs, adjustment, HVAC equipment replacement, EMS controls work, plumbing, and mechanical engineering & detailing efforts required will be exclusive to the contracting team approved by this proposal.

EXCLUSIONS

- ◆ Any part of a system that is concealed and would require alteration of existing construction in order to observe is excluded from the scope of this assessment.
- ◆ Specifications of replacement or upgrade of systems and components.
- ◆ Any actual repairs or replacement of any HVAC equipment or associated plumbing. To be by separate cost proposal or T&M tracking.
- ◆ Additions to the scope of evaluation or additional engineering services including feasibility analysis of owner suggested mechanical equipment replacement, etc.
- ◆ Life Cycle Cost Analysis.
- ◆ Any work not mentioned above.
- ◆ Any repairs or modifications to existing air distribution systems.
- ◆ Construction Documents or as-built documents.
- ◆ Cost estimates.
- ◆ Liquidated damages or financial penalties in any amount will not be accepted.

T&M COSTS AND RATES

VAL'S PLUMBING & HEATING, INC. – 2020 RATES (FOR WORK DURING REGULAR HOURS)

PROJECT MANAGER / FOREMAN (ON- OR OFF-SITE)	\$	198.00/hr
JOURNEYMAN SERVICE TECHNICIAN (ON- OR OFF SITE)	\$	189.00/hr
APPRENTICE SERVICE TECHNICIAN (ON- OF OFF-SITE)	\$	142.00/hr
OFFICE ASSISTANT/ADMIN (OFF SITE ONLY)	\$	79.00/hr
MATERIALS	\$	Val's Standard retail pricing
EQUIPMENT – CRANES, FORKLIFT, SCISSOR LIFTS, ETC.	\$	Cost + 15%
SUBCONTRACTOR BELOW, INVOICED THROUGH VAL'S	\$	Cost + 5%
FREIGHT	\$	Cost + 5%

ALPHA AIR BALANCE, INC. - 2020 RATES (FOR WORK DURING REGULAR HOURS)

Principal	\$	260.00/hr
Project Manager / Project Engineer	\$	210.00/hr
TAB Journeyman Foreman	\$	195.00/hr
TAB Journeyman	\$	188.00/hr
TAB Apprentice	\$	145.00/hr
Clerical	\$	95.00/hr
Reimbursable Materials	\$	Cost + 15%
Admin support includes overseeing special projects, sourcing vendors		

GUSD _____ Val's _____

for major purchases, coordinating meeting times conference \$ 125.00/hr

CYPRESS ENGINEERING - 2020 RATES (FOR WORK DURING REGULAR HOURS)

PRINCIPAL (PE)	\$	180.00/hr
SENIOR PROJECT MANAGER (PE)	\$	175.00/hr
COMMISSIONING AGENT (PE)	\$	150.00/hr
PROJECT ENGINEER (PE)	\$	140.00/hr
LIFE SAFETY SPECIALIST (PE)	\$	140.00/hr
APPLICATION ENGINEER	\$	130.00/hr
DESIGNER	\$	120.00/hr
CADD	\$	110.00/hr
ADMINISTRATION	\$	80.00/hr

*Please note that Cypress Engineering Group will use mostly Commissioning Agent Rate above for most of the field work for this project purpose.

* Hourly rates above for all companies will increase +4% from January 1st, 2021 – June 30TH, 2021.

*Overtime or Saturday labor rates = 1.4x above. Double time or Holiday rates = 1.8x above rates.

*Billing will be on a monthly basis and payment is due net thirty (30) days from date of invoice, unless other arrangements have been made in writing in advance.

Please indicate your acceptance of this proposal by signing this letter and returning the same to our office. Once we receive your signed original copy with purchase order. We will then countersign and return a completely executed copy for your records. This proposal and pricing will expire in 30 days. We appreciate this opportunity to be of service.

This proposal is accepted by:

Gilroy Unified School District:

Signature:_____

Name:_____

Title:_____

Date:_____

Val's Plumbing & Heating, Inc.

Signature:_____

Name:_____

Title:_____

Date:_____

GUSD_____ Val's_____

TERMS AND CONDITIONS

Upon issuance of a purchase order and acceptance of this written proposal on behalf of Val's Plumbing & Heating, Inc., Cypress Engineering Group, LLC, and Alpha Air Balance, Inc., (marked below as "CV&A") the above signature by representative indicates acceptance on the Owner's behalf of these terms and conditions ("Owner" is Gilroy Unified School District):

1. Cypress Engineering Group, LLC Scope of Work is proprietary. As such the work may not be duplicated nor used by anyone including, but not limited to, competitors or customers, without the express written agreement of Cypress Engineering Group, LLC and agreement of appropriate compensation. Such compensation shall be negotiated on a case-by-case basis.
2. Val's Plumbing & Heating, Inc. requires written approval of this Proposal or a written purchase order number and document for billing purposes, before work under this or any other Cypress Engineering Group, LLC contract may proceed on your behalf.
3. This proposal, unless otherwise indicated, is executed on a "time & material" or "Fixed Fee" basis, as indicated above. By issuing a purchase order or written approval to Val's Plumbing & Heating, Inc., you are agreeing that you have reviewed the scope and all terms of the entire project proposal contained herein, and you are accepting it as full and complete. Any other work not included, but that may be required to complete the scope of work, will be at additional cost upon the further agreement of both parties.
4. Either party may at any time and without cause terminate this Agreement by giving 7 calendar days' written notice of termination to the other party. In the event of such termination, the Client agrees to pay Val's Plumbing & Heating, Inc. complete for all work performed for those services rendered, and expenses incurred by CV&A, through the date of termination of this agreement.
5. Nothing in this Agreement or in the course of dealing between the Client and CV&A pursuant hereto shall be deemed to create between such parties (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship of any other relationship other than that of customer and independent contractors with respect to each other.
6. Failure by either party to enforce any of the provisions of this Agreement or any rights with respect hereto or the failure to exercise any option provided hereunder shall in no way be considered to be waiver of such provisions, rights or options, or to in any way affect the validity of this Agreement. No waiver of any rights under either this Agreement, or any modification or amendment of this Agreement shall be effective or enforceable unless in writing and signed by both parties.
7. The fee quotations contained herein are predicated upon the project and contract covering a single phase of work and shall not be construed to be a scope of work that would be convertible to a multi-phase project.
8. If the owner fails to pay due amounts within fifty (50) calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement CV&A may, at any time, and without waiving any other claim against the Client and without thereby incurring any liability whatever to the Client, suspend this Agreement, or terminate this Agreement. The Client agrees to release the Engineer from any consequences of such suspension or termination of services due to the Client's non- payment of the Engineer's fees. Service charges of 1% per month shall accrue on all unpaid invoice amounts thirty (30) days after date of invoice unless prior arrangements have been made.

LIABILITY

1. CV&A will prepare the agreed upon documents and execute the agreed upon services in accordance with generally accepted professional practices and in good faith for the intended use of the project and makes no further warranty either express or implied.
2. CV&A shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their reasonable control, or that they would not reasonably be expected to have considered as part of a normal engineering and/or construction process. The total liability, if any,

GUSD _____ Val's _____

shall not exceed the amount paid under this contract.

3. CV&A shall not be responsible for any hazardous materials reports, identification, or remediation, in any way.
4. Third Party Liability: Cypress Engineering Group, LLC shall not be responsible for the means, methods, procedures, performance, techniques, or sequences of construction, for safety on the job site, or for the contractors' failure to carry out the work in accordance with any applicable Engineering or Design Documents. Cypress Engineering Group, LLC shall not be responsible for the acts or omissions of any contractor or agent of any firm other than Cypress Engineering Group, LLC.
5. CV&A shall not be responsible for evaluations or designs that indicate the need to repair, remove, encapsulate or enclose asbestos containing materials or installations. Should the services proposed herein indicate that asbestos abatement and/or treatment is required in any of the installations at the client's properties, a specialty contractor skilled and qualified in this type of work will be required under separate contract. The details of such a contract would be addressed on an as-needed basis at that time.
6. In general, Val's Plumbing & Heating, Inc. will be responsible for all HVAC servicing and repairs needed, regarding HVAC equipment, Alpha Air Balance, Inc., will be responsible for all pre- and post-balance assessments, OSA adjustments, and balance reports. Cypress Engineering Group, LLC will be responsible for any design work and commissioning work that is completed for this contract. CV&A will not be responsible for any conditions found, or for any engineering or professional services provided by others.
7. In recognition of the relative risks and benefits of the project to both Client and CV&A, Client agrees to limit the liability of CV&A, and its officers, employees and sub consultants to Client, as well as to the Owner, any and all other design professionals, all construction contractors and all subcontractors on the project arising out of or relating to the services provided on this project, such that the total aggregate liability to all those named shall not exceed the lesser of the damages actually sustained as a direct result of any proven negligent act or omission by CV&A, or a maximum of \$50,000.00, related to this project. Owner further agrees to require of his other contractors and their subcontractors an identical limitation of liability for CV&A for professional acts, errors, or omissions. Neither Client nor the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of the professional acts, errors, or omissions of CV&A.
8. The fees quoted and agreed to by both parties of this Agreement are in light of these limitations and any increase in CV&A liability from what is stated herein shall be specifically negotiated and established in writing.
9. Owner agrees to defend, indemnify and hold harmless CV&A, its individual owners, directors, corporate officers, employees, agents and sub consultants from any such special, indirect or consequential damages claims against CV&A by any other third party for reasons beyond CV&A's control. CV&A shall be responsible only for its express negligence, recklessness or willful misconduct.
10. Due to the sensitive nature of this project, and the nature of urgency to complete this project, CV&A will provide as much manpower as is reasonable to pursue the work diligently. CV&A will not be held responsible for any liquidated or other financial damages. Further, parts and materials required for this work may be delayed or no longer available. CV&A and owner/client agrees to deal with each unique circumstance, on a case-by-case basis, in an effort to keep the project moving forward. Additional costs may require authorization for retrofitting, quick shipping, etc...
11. If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.
12. This Agreement constitutes the entire agreement of the parties and superseded all oral negotiations and prior writings with respect thereto.

GUSD _____ Val's _____

13. Val's Plumbing & Heating, Inc. and the owner are entering into this Agreement solely on the basis of the agreement and representations contained herein, and for their own purposes, not for the benefit of any third party.
14. This agreement shall be construed under the laws of the State of California. Any dispute regarding this agreement shall have venue in the Monterey County, California.
15. Notice required to be given, as a covenant to this proposal shall be tendered in writing. It may be so given transmitting same by personal delivery, or by first-class, postage prepaid mail to the corporate address of Val's Plumbing & Heating, Inc. as follows:

Val's Plumbing & Heating, Inc.
413 Front St.
Salinas CA 93901

16. This proposal must be accepted in writing within 30 calendar days or it shall be automatically withdrawn and shall be of no force or effect.